

ENTERED

March 25, 2024

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

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:
In re: : Chapter 11
:
BARRETTS MINERALS INC., *et al.*¹ : Case No. 23-90794 (MI)
:
Debtors. : (Jointly Administered)
:
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**ORDER (I) AUTHORIZING (A) THE SALE OF THE DEBTORS' ASSETS, FREE AND
CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS
AND (B) THE DEBTORS' ASSUMPTION AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES;
AND (II) GRANTING RELATED RELIEF**

[Related to Docket Nos. 128 & 434]

Upon the motion (the “**Motion**”)² of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for entry of an order (this “**Sale Order**”), *inter alia*, (i) authorizing (a) the sale of substantially all of BMI’s assets free and clear of all liens, claims, encumbrances, and other interests and (b) the assumption and assignment of certain executory contracts and unexpired non-residential real property leases, and (ii) granting related relief; and this Court having entered the *Order Establishing Bidding Procedures Relating to the Sales of All or a Portion of the Debtors’ Assets* [Docket No. 434] (as further supplemented, modified, or amended, the “**Bidding**

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Barretts Minerals Inc. (“**BMI**”) (8715) and Barretts Ventures Texas LLC (0787). The Debtors’ address is 5605 North MacArthur Boulevard, Suite 1000, PMB 139, Irving, Texas 75038.

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

Procedures Order”);³ and Elevation Newco, LLC (together with its designees and/or assignees, the “**Buyer**”) having been selected as the Successful Bidder; and upon the Buyer and BMI having entered into that certain *Asset Purchase Agreement*, dated as of March 14, 2024, a copy of which is attached hereto as **Exhibit 1** (as may be amended, modified, or supplemented in accordance with the terms of this Sale Order and such agreement, the “**Asset Purchase Agreement**”); and this Court having reviewed the Motion; and this Court having considered the *Declaration of Leon Szlezinger in Support of an Order (I) Authorizing (A) the Sale of the Debtors’ Assets, Free and Clear of all Liens, Claims, Encumbrances, and Other Interests and (B) the Debtors’ Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and (II) Granting Related Relief*, the *Declaration of David J. Gordon in Support of an Order (I) Authorizing (A) the Sale of the Debtors’ Assets, Free and Clear of all Liens, Claims, Encumbrances, and Other Interests and (B) the Debtors’ Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and (II) Granting Related Relief*, and the *Declaration of John Gilligan in Support of Good Faith and Adequate Assurance Findings (I) Authorizing the Sale of the Debtors’ Assets, Free and Clear of All Liens, Claims, Encumbrances, and Other Interests and (B) the Debtors’ Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and (II) Granting Related Relief* (collectively, the “**Sale Declarations**”); and this Court having reviewed the objections to entry of the Sale Order, including *The Official Committee of Unsecured Creditors’ Objection to the Debtors’ Proposed Sale of Assets* [Docket No. 714]; and the Court having considered the

³ The Debtors filed: (a) *Notice of Extension of Certain Sale-Related Dates and Deadlines* [Docket No. 520] on December 29, 2023; (b) *Notice of Extension of Certain Sale-Related Dates and Sale Hearing* [Docket No. 541] on January 5, 2024; (c) *Notice of Extension of Certain Sale-Related Dates and Sale Hearing* [Docket No. 601] on February 5, 2024; (d) *Notice of Auction for the Sale of the Debtors’ Assets Free and Clear of Any and All Claims, Interests and Encumbrances* [Docket No. 687] on March 7, 2024; (e) *Notice of Adjournment of Auction for the Sale of the Debtors’ Assets Free and Clear of Any and All Claims, Interests and Encumbrances* [Docket No. 696] on March 8, 2024; and (f) *Notice of Adjournment of Auction for the Sale of the Debtors’ Assets Free and Clear of Any and All Claims, Interests and Encumbrances* [Docket No. 709] on March 11, 2024.

evidence proffered in support of the requested relief at a hearing before the Court that commenced on March 21, 2024 (the “**Sale Hearing**”); and this Court having determined that the legal and factual bases set forth in the Motion and the Sale Declarations and the evidence adduced at the Sale Hearing or otherwise establish just cause for the relief granted herein; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors and their estates, their creditors, their equity interest holders, and all other parties in interest; and after due deliberation and good cause having been shown to grant the relief sought in the Motion, **IT IS HEREBY FOUND AND DETERMINED THAT:**⁴

Jurisdiction, Final Order, and Statutory Predicates

A. This Court has jurisdiction over the Motion and over the property of the Debtors, including the assets, including, for the avoidance of doubt, the Assigned Contracts (as defined below), to be sold, transferred, and conveyed pursuant to the Asset Purchase Agreement (collectively, the “**Purchased Assets**”), and the transactions contemplated by the Asset Purchase Agreement and this Sale Order (collectively, the “**Transactions**”), pursuant to 28 U.S.C. §§ 157 and 1334.

B. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

⁴ The findings and conclusions set forth herein constitute this Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. The statutory predicates for the relief sought in the Motion are sections 105(a), 363 and 365 of title 11 of the United States Code (the “**Bankruptcy Code**”), rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), the applicable Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the “**Local Rules**”), and the applicable Procedures for Complex Cases in the Southern District of Texas (the “**Complex Case Procedures**”).

D. The consummation of the Transactions is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Complex Case Procedures. The Debtors, on the one hand, and the Buyer, on the other hand, have complied with all of the applicable requirements of such provisions and rules in respect of the Transactions.

E. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, waives all other stays or waiting periods under applicable law, and expressly directs entry of judgment as set forth herein.

Notice of the Cure Payments, the Auction, and the Transactions

F. As evidenced by the affidavits of service filed with this Court, proper, timely, adequate, and sufficient notice of, *inter alia*, the Motion, the Bidding Procedures Order, the Bidding Procedures, the Assumption and Assignment Procedures, the proposed Cure Payments (as defined below), the Asset Purchase Agreement, the Transactions, the Auction, the Sale Hearing, and all deadlines related to the foregoing, has been provided in accordance with sections 363 and 365 of

the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007, 9008, and 9014, and in compliance with the Bidding Procedures Order, to all parties required to receive such notice.⁵

G. The Debtors filed and served the *Notice of Executory Contracts and Unexpired Leases that May be Assumed and Assigned in Connection with the Sale of the Debtors' Assets and the Proposed Cure Cost with Respect Thereto* [Docket No. 283] on November 14, 2023, the Debtors filed and served the *Supplemental Notice of Executory Contracts and Unexpired Leases that May be Assumed and Assigned in Connection with the Sale of the Debtors' Assets and the Proposed Cure Cost with Respect Thereto* [Docket No. 656] on February 28, 2024, and the *Second Supplemental Notice of Executory Contracts and Unexpired Leases that May be Assumed and Assigned in Connection with the Sale of the Debtors' Assets and the Proposed Cure Cost with Respect Thereto* [Docket No. 721] on March 13, 2024 (collectively the “**Assumption Notices**”). The Assumption Notices were served on each of the counterparties to the executory contracts and unexpired leases that may be assumed and assigned in connection with the Transactions (the “**Designated Contracts**”) in accordance with the Assumption and Assignment Procedures and the Bidding Procedures Order. The Assumption Notices, among other things, identified: (a) each Designated Contract and the name of the non-Debtor counterparty to such Designated

⁵ Such affidavits and/or certificates of service were filed by the Debtors at: [Docket No. 131] (certificate of service regarding Bidding Procedures Motion); [Docket No. 285] (certificate of service regarding entry of Assumption Notice); [Docket No. 442] (certificate of service regarding Bidding Procedures Order); [Docket No. 443] (certificate of service regarding notice of Proposed Sale, Bidding Procedures, Auction, and Sale Hearing); [Docket No. 474] (certificate of service regarding Assumption Notice); [Docket No. 529] (certificate of service of extension of transaction deadlines); [Docket No. 544] (certificate of service of extension of transaction deadlines); [Docket No. 605] (certificate of service regarding extension of transaction deadlines); [Docket No. 658] (certificate of service regarding entry of order extending period for assumption or rejection of contracts); [Docket No. 664] (certificate of service regarding revised Assumption Notice); [Docket No. 686] (supplemental certificate of service regarding notice of Proposed Sale, Bidding Procedures, Auction, and Sale Hearing); [Docket No. 690] (certificate of service regarding notice of Auction); [Docket No. 706] (certificate of service regarding adjournment of Auction); [Docket No. 708] (supplemental certificate of service); [Docket No. 713] (certificate of service regarding adjournment of Auction); [Docket No. 736] (certificate of service regarding Motion to Seal Certain Confidential Information in the Asset Purchase Agreement); [Docket No. 746] (supplemental certificate of service regarding order extending period for assumption or rejection of contracts).

Contract; (b) the proposed amount, if any, necessary to cure all defaults under each Designated Contract (the “**Cure Payments**”); and (c) the deadlines by which the counterparties to the Designated Contracts must file objections to the applicable Cure Payments and assumption and assignment of the Designated Contracts. The service of the Assumption Notices were sufficient under the circumstances and in full compliance with the Assumption and Assignment Procedures and the Bidding Procedures Order, and no further notice need be provided in respect of the assumption and assignment of those Designated Contracts that will be assumed by the Debtors and assigned to the Buyer in connection with the Transactions (the “**Assigned Contracts**”) or the applicable Cure Payments. All counterparties to the Assigned Contracts have had an adequate opportunity to object to the assumption and assignment of their Assigned Contract(s) and to the amount and nature of the related Cure Payment(s). All requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the applicable Debtor and assignment to the Buyer of the Assigned Contracts have been satisfied.

H. The Debtors filed and served the *Notice of Proposed Sale, Bidding Procedures, Auction, and Sale Hearing* (the “**Sale Notice**”), substantially in the form attached as Annex 2 to the Bidding Procedures Order, on all parties required to receive such notice under the Bidding Procedures Order [Docket Nos. 443, 686 & 708] and posted the Sale Notice on the Debtors’ case information website. The Debtors published the Sale Notice in the *Wall Street Journal* on December 22, 2023 [Docket No. 530], the *Houston Chronicle* on December 22, 2023 [Docket No. 531], and the *Billings Gazette* on December 24, 2023 [Docket No. 532]. Such publication of the Sale Notice conforms to the requirements of the Bidding Procedures Order and Bankruptcy Rules 2002(l) and 9008 and was reasonably calculated to provide notice to any affected party and afford any affected party the opportunity to exercise its rights related to the Motion and the relief granted

by this Sale Order. Service and publication of the Sale Notice was appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the sale of the Purchased Assets free and clear of all Interests (as defined below).

I. On March 7, 2024, the Debtors filed with this Court the *Notice of Auction for the Sale of the Debtors' Assets Free and Clear of Any and All Claims, Interests and Encumbrances* [Docket No. 687] (the “**Auction Notice**”) and served such notice on all parties required to receive such notice under the Bidding Procedures Order and applicable rules. Service of the Auction Notice was appropriate and reasonably calculated to provide all Qualified Bidders notice of the Auction.

J. On March 14, 2024, the Debtors filed with this Court the *Notice of Successful Bidder and Backup Bidder* [Docket No. 725] (the “**Successful Bidder Notice**”) and served such notice on all parties required to receive such notice under the Bidding Procedures Order and applicable rules. Service of the Successful Bidder Notice was appropriate and reasonably calculated to (i) provide all interested parties with timely and proper notice of execution of the Asset Purchase Agreement, the identity of the Buyer, and the selection of IMI Fabi Montana, LLC (the “**Backup Bidder**”) as the Backup Bidder in accordance with the Bidding Procedures Order and (ii) afford any affected party the opportunity to exercise its rights related to the Motion.

K. The notices described in the foregoing paragraphs constitute due, proper, timely, adequate, and sufficient notice to all parties in interest, including (i) the legal representative for future claimants appointed in the Chapter 11 Cases and his counsel, (ii) all known claimants in respect of any Talc Claim Liability or counsel for such claimants, and (iii) constructive notice to unknown claimants in respect of any Talc Claim Liabilities, of the relief requested in the Motion, the Bidding Procedures Order, the assumption and assignment of the Assigned Contracts to the Buyer, the Auction, the execution of the Asset Purchase Agreement, the Sale Hearing, the

Transactions, and the proposed form of this Sale Order. Such notice was, and is, good, sufficient, and appropriate under the circumstances of the Chapter 11 Cases, provided a fair and reasonable opportunity for parties in interest to object, and to be heard, was provided in accordance with sections 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9006, 9007, and 9014, and the applicable Local Rules, and was in compliance with the Bidding Procedures Order. Accordingly, no other or further notice with respect to such matters is necessary or shall be required.

Business Judgment

L. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for, and compelling circumstances to promptly consummate, the Transactions contemplated by the Asset Purchase Agreement and related documents and agreements (together with the Asset Purchase Agreement, the “**Transaction Documents**”), including, without limitation, the assumption, assignment, and/or transfer of the Assigned Contracts pursuant to sections 105, 363, and 365 of the Bankruptcy Code, prior to and outside of a plan of reorganization, and such actions are an appropriate exercise of the Debtors’ business judgment and in the best interests of the Debtors, their estates, and their creditors. The Debtors have determined that (i) entry into the Asset Purchase Agreement and the sale of the Purchased Assets to the Buyer present the best opportunity to maximize the value of BMI’s assets for the benefit of the Debtors’ estates; and (ii) unless the Transactions are concluded expeditiously, as provided for in this Sale Order and pursuant to the Asset Purchase Agreement and the other Transaction Documents, potential creditor recoveries in the Chapter 11 Cases may be substantially diminished.

Marketing and Sale Process

M. The Debtors and their professionals, agents, and other representatives marketed the Purchased Assets and conducted all aspects of the marketing and sale process at arm's length, in good faith, and in compliance with the Bidding Procedures Order. The marketing process undertaken by the Debtors and their professionals, agents and other representatives with respect to the Purchased Assets was adequate, appropriate, and reasonably calculated to maximize value for the benefit of all stakeholders. The Bidding Procedures and the Auction were duly noticed, were substantively and procedurally fair to all parties, and were conducted in a diligent, non-collusive, fair, and good-faith manner.

Good Faith of the Buyer; No Collusion

N. The Buyer is purchasing the Purchased Assets in good faith and is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, and therefore is entitled to, and granted pursuant to paragraph 31 below, all of the rights, benefits, privileges, immunities, and protections of section 363(m) of the Bankruptcy Code. The Buyer has acted in good faith in all respects in connection with the Transactions in that, among other things: (i) the Buyer recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets; (ii) the Buyer complied in all respects and in good faith with the provisions in the Bidding Procedures and the Bidding Procedures Order; (iii) the Buyer agreed to subject its bid to the competitive bidding process in accordance with the Bidding Procedures, including participating in the Auction; (iv) all payments to be made by the Buyer and all agreements or arrangements entered into by the Buyer in connection with the Transactions have been fully disclosed; and (v) the negotiation and execution of the Asset Purchase Agreement and the other Transaction Documents were at arm's length and in good faith.

O. None of the Debtors, the Buyer, or any of their respective Representatives has (i) engaged in any conduct that would cause or permit any of the Transaction Documents, the sale of the Purchased Assets, the assumption and assignment of the Assigned Contracts, or the consummation of the Transactions to be avoidable or avoided or for costs or damages to be imposed under section 363(n) of the Bankruptcy Code, or (ii) acted in bad faith or in any improper or collusive manner in connection therewith.

Highest or Otherwise Best Offer

P. The purchase price under the Asset Purchase Agreement (the “**Purchase Price**”) constitutes the highest or otherwise best offer for the Purchased Assets and represents fair and reasonable consideration for the Purchased Assets under the circumstances of the Chapter 11 Cases. The Transactions described in the Asset Purchase Agreement and the other Transaction Documents will provide a greater benefit to the Debtors, their estates, and their creditors than any alternative transaction with respect to the Purchased Assets.

No Fraudulent Transfer

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

Validity of Transfer

R. Except as otherwise provided in the Asset Purchase Agreement and the other Transaction Documents, the Purchased Assets constitute property of the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. Except as otherwise provided in the Asset Purchase Agreement and the other Transaction Documents or in this Sale Order, the Debtors are the sole and rightful owners of the Purchased Assets with the right to transfer and convey all title to, and interest in, the Purchased Assets to the Buyer, and no other person has any ownership right, title, or interest therein.

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

T. As of the closing of the Transactions pursuant to the terms of the Asset Purchase Agreement (the "**Closing**," and such date, the "**Closing Date**"), the transfer of the Purchased Assets to the Buyer, including, without limitation, the assumption, assignment and transfer of the Assigned Contracts, will be a legal, valid, and effective transfer of the Purchased Assets, and will vest the Buyer with all of the Debtors' right, title, and interest in and to the Purchased Assets, free and clear of all Interests (except as otherwise set forth in the Asset Purchase Agreement and other Transaction Documents) and shall not result in the Buyer or any of the Buyer Related Parties (as defined below) having any liability or responsibility for, or being required to satisfy in any manner, whether in law or in equity, whether by payment, setoff, or otherwise, directly or indirectly, any

claim against the Debtors or against any insider of the Debtors (except as set forth in the Asset Purchase Agreement and other Transaction Documents, including Permitted Encumbrances and Assumed Liabilities).

Section 363(f) Is Satisfied

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

V. The Buyer would not have entered into the Asset Purchase Agreement and would not consummate the Transactions if: (i) the Transactions, including the assumption, assignment, and transfer of the Assigned Contracts, were not free and clear of all Interests against the Debtors or the Purchased Assets; or (ii) the Buyer and its affiliates, and each of their respective directors, officers, managers, employees, owners, advisors, professionals, and representatives (collectively, the “**Buyer Related Party**”) would, or in the future could, be liable for any of such Interests. The lack of ability to transfer the Purchased Assets free and clear of all Interests, including rights or

claims based on any successor, product line, or transferee liability, would adversely impact the Debtors' efforts to maximize the value of their estates, and a transfer of the Purchased Assets other than free and clear of all such Interests would be of substantially less benefit to the Debtors' estates.

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

- i. encumbrances, charges, liens (whether consensual, statutory, possessory, judicial, or otherwise), demands, mortgages, leases, subleases, licenses, hypothecations, deeds of trust, pledges, levies, security interests or similar interest, title defect, options, hypothecations, rights of use or possession, rights of first offer or first refusal (or any other type of preferential arrangement), profit sharing interests, rights of consent, restrictive covenants, encroachments, servitude, restrictions on transferability of any type, charge, easement, right of way, restrictive covenant, transfer restriction under any shareholder agreement, judgment, conditional sale or other title retention agreement, any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Debtors' or the Buyer's interest in any of the Purchased Assets, or any similar rights, or other imposition, imperfection or defect of title or restriction on transfer or use of any nature whatsoever;
- ii. any and all claims (as defined in section 101(5) of the Bankruptcy Code and jurisprudence interpreting the Bankruptcy Code), causes of actions, payments, charges, judgments, assessments, losses, monetary damages, penalties, fines, fees, interest obligations, deficiencies, debts, obligations, costs and expenses and other liabilities (whether absolute, accrued, contingent, fixed or otherwise, or whether known or unknown, or due or to become due or otherwise), including, without limitation: (1) any and all claims or causes of action based on or arising under any labor, employment or pension laws or labor or employment agreements, including any employee claims related to worker's compensation, occupational disease, or unemployment or temporary disability, including, without limitation, claims that might otherwise arise under or pursuant to (a) ERISA (as defined below), (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967 and Age Discrimination in Employment Act, as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and

Section 4980B of the Internal Revenue Code and of any similar state law, (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, (k) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors, or (l) the WARN Act (29 U.S.C. §§ 2101 et seq.); (2) any rights under any pension or multiemployer plan (as such term is defined in Section 3(37) or Section 4001(a)(3) of the Employee Retirement Income Security Act of 1974) (as amended “ERISA”), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (3) any and all claims or causes of action based upon or relating to any putative successor, product line, or transferee liability; (4) any rights related to intercompany loans and receivables between the Debtors and any non-Debtor affiliate; (5) any Excluded Assets; (6) any and all claims or causes of action based upon or relating to any unexpired and executory contract or unexpired lease that is not an Assigned Contract that will be assumed and assigned pursuant to this Sale Order and the Asset Purchase Agreement; (7) any and all claims or causes of action based upon or relating to any bulk sales, transfer taxes or similar law; (8) any and all claims or causes of action based upon or relating to any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating to the operation of the Purchased Assets prior to the Closing, including, without limitation, any *ad valorem* taxes assessed by any applicable taxing authority; (9) any other Excluded Liabilities under the Asset Purchase Agreement; and (10) any and all other claims, causes of action, proceedings, warranties, guaranties, rights of recovery, setoff, recoupment, rights, remedies, obligations, liabilities, counterclaims, cross-claims, third party claims, demands, restrictions, responsibilities, or contribution, reimbursement, subrogation, or indemnification claims or liabilities based on or relating to any act or omission of any kind or nature whatsoever asserted against any of the Debtors, or any of their respective affiliates, directors, officers, agents, successors or assigns in connection with or relating to the Debtors, their operations, their business, their liabilities, the Bidding Procedures, the Purchased Assets, including the Assigned Contracts, or the Transactions; and

- iii. without limiting any of the foregoing, any other interest preventing the Debtors from selling property free and clear pursuant to section 363(f) of the Bankruptcy Code (whether known or unknown, secured or unsecured or in the nature of setoff or recoupment, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or noncontingent, liquidated or unliquidated, matured or unmatured, material or nonmaterial, disputed or undisputed, whether arising prior to or subsequent to the commencement of the Chapter 11 Cases, and whether

imposed by agreement, understanding, applicable Law, equity, or otherwise, including claims otherwise arising under doctrines of successor, product line, or transferee liability).

For the avoidance of doubt and for purposes of clarification, as used herein, the term Interest does not include any Assumed Liabilities or Permitted Encumbrances.

Not a Successor; Not a *Sub Rosa* Plan

X. The Buyer and the Buyer Related Parties are not, and shall not be deemed to, as a result of any action taken or not taken in connection with the Transactions: (i) be a successor to or a mere continuation or substantial continuation (or other such similarly situated party) to the Debtors or their estates (other than with respect to the Assumed Liabilities as expressly stated in the Asset Purchase Agreement); (ii) have, *de facto* or otherwise, merged or consolidated with or into the Debtors; or (iii) otherwise incur successor-type liability on account of a “product line” or similar theory. Neither the Buyer nor any Buyer Related Party will assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates, other than to the extent expressly provided in the Asset Purchase Agreement or in this Sale Order.

Y. The Transactions do not constitute a *de facto* or *sub rosa* plan of reorganization or liquidation for the Debtors or an element of such a plan as they do not and do not propose to: (i) impair or restructure any existing debt of, or equity interests in, the Debtors; (ii) impair or circumvent any party’s voting rights with respect to any current or future chapter 11 plan proposed by the Debtors; (iii) circumvent any chapter 11 plan process safeguards, such as those set forth in sections 1125 and 1129 of the Bankruptcy Code; or (iv) classify claims or equity interests, compromise controversies, or extend debt maturities.

Assumption, Assignment and/or Transfer of the Assigned Contracts

Z. The Debtors have demonstrated (i) that it is an exercise of their sound business judgment to assume and assign the Assigned Contracts to the Buyer in connection with the

consummation of the Transactions, and (ii) that the assumption and assignment of the Assigned Contracts to the Buyer is in the best interests of the Debtors, their estates, their creditors, and other parties in interest. The Assigned Contracts are an integral part of the Purchased Assets and, accordingly, the assumption, assignment and cure of any defaults under the Assigned Contracts are reasonable and enhance the value of the Debtors' estates. Each and every provision of the Assigned Contracts or any applicable non-bankruptcy law that purports to prohibit, restrict, or condition, or could be construed as prohibiting, restricting, or conditioning, the assignment of the Assigned Contracts has been or will be satisfied or is otherwise unenforceable under section 365 of the Bankruptcy Code. Any non-Debtor counterparty to an Assigned Contract that has not filed with this Court an objection to the assumption and assignment of such Assigned Contract in accordance with the terms of the Bidding Procedures Order and Assumption Notices is deemed to have consented to such assumption and assignment.

AA. To the extent necessary or required by applicable law, the Debtors (or the Buyer on behalf of the Debtors) have or will have as of the Closing Date: (i) cured, or provided adequate assurance of cure of, any default under the Assigned Contracts existing prior to the Closing Date within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code, and (ii) provided compensation, or adequate assurance of compensation, to each non-Debtor counterparty for any actual pecuniary loss to such counterparty resulting from a default under the applicable Assigned Contract within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. The amounts of the Cure Payments set forth on Exhibit 1 attached to the Assumption Notices (or any supplemental notice served in accordance with the Assumption and Assignment Procedures or an order of this Court) are the sole amounts necessary to cure any and all defaults under the applicable Assigned Contracts under sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy

Code and, upon payment of the Cure Payments, the Debtors shall have no further liability under the Assigned Contracts whatsoever.

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

Compelling Circumstances for an Immediate Sale

CC. Time is of the essence in consummating the Transactions. To maximize the value of the Purchased Assets and the Debtors' resources, it is essential that the Transactions be approved and consummated promptly. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, and, sufficient cause having been shown, waives any otherwise applicable stay, and expressly directs entry of this Sale Order as set forth herein. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the

Transactions as contemplated by the Asset Purchase Agreement and other Transaction Documents and this Sale Order. The Buyer, being a good faith purchaser under section 363(m) of the Bankruptcy Code, may close the Transactions at any time after entry of this Sale Order, subject to the terms and conditions of the Asset Purchase Agreement and other Transaction Documents.

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

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

General Provisions

1. The Motion, and the relief requested therein, is granted, and each of the Transactions is approved, in each case, as set forth in this Sale Order.

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

Approval of Asset Purchase Agreement; Binding Nature

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

4. The consideration provided by the Buyer for the Purchased Assets is fair and reasonable and shall be deemed for all purposes to constitute reasonably equivalent value, fair value, and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, the Uniform Fraudulent Conveyance Act, and any other applicable law. The Transactions shall not be avoided by any Person, nor shall costs or damages be imposed or awarded against the Buyer, any Buyer Related Party, or the Purchased Assets under section 363(n) or any other provision of the Bankruptcy Code.

5. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtors are authorized and empowered to take any and all actions necessary or appropriate to (i) consummate the Transactions pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement and the other Transaction Documents and otherwise comply with the terms of the Asset Purchase Agreement, the other Transaction Documents and this Sale Order; and (ii) execute and deliver, perform under, consummate, implement, and take any and all other acts or actions as may be reasonably necessary or appropriate to the performance of their obligations in accordance with the terms of the Asset Purchase Agreement and the other Transaction Documents, in each case without further notice to or order of this Court. The Transactions authorized herein shall be of full force and effect, regardless of the Debtors' lack or purported lack of good standing in any jurisdiction in which the Debtors are formed or authorized to transact business.

6. The Buyer shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its rights or remedies under the Asset

Purchase Agreement or any other Transaction Document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence and the other provisions of this Sale Order; *provided, however*, that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

7. This Sale Order shall be binding in all respects upon the Debtors, their estates, all holders of equity interests in the Debtors, all holders of Claims (whether known or unknown) against the Debtors, all holders of Interests (whether known or unknown), all non-Debtor parties to the Assigned Contracts, the Buyer, the Buyer Related Parties, and all successors and assigns of the foregoing, including, without limitation, any trustee, if any, subsequently appointed in the Chapter 11 Cases or upon a conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, or other plan fiduciaries, plan administrators, liquidating trustees, or other estate representatives appointed or elected in the Debtors' bankruptcy cases.

8. The Backup Bidder is hereby approved, and the bid submitted by the Backup Bidder, on the terms of such bid as stated at the Auction, is hereby approved and authorized. The final bid submitted by the Backup Bidder at the Auction shall remain binding on the Backup Bidder until forty-five (45) days after entry of this Sale Order subject to extension by mutual agreement between the Debtors and the Backup Bidder or order of the Court. In the event the Buyer fails to close the Transactions and the Asset Purchase Agreement is terminated as a result of the Buyer's breach or failure to perform (the date of such termination, the "**Backup Bidder Date**"), the Backup Bidder shall be deemed to have the new prevailing bid, and the Debtors shall be authorized to consummate the Transactions with the Backup Bidder on the terms and conditions set forth in the Asset Purchase Agreement as the same may be amended (the "**Backup Bidder APA**"); *provided* that the Buyer or Seller has not previously terminated the Asset Purchase Agreement in accordance

with its terms. Within one (1) business day of the Backup Bidder Date, the Debtors shall file with the Court (with a copy concurrently provided by email to the Consultation Parties) a notice advising that the Asset Purchase Agreement has not been consummated and advising that the Backup Bidder has been deemed to have the new prevailing bid. In the event the Debtors accept the bid of the Backup Bidder, all references to the “Buyer” and the “Asset Purchase Agreement” in this Sale Order shall be references to the Backup Bidder and the Backup Bidder APA, respectively, and the terms of this Sale Order shall apply to the Backup Bidder and the Backup Bidder APA with the same force.

Transfer of Assets Free and Clear of Interests

9. Pursuant to sections 105(a), 363(b), 363(f), 365(a), 365(b), and 365(f) of the Bankruptcy Code, the Debtors are authorized to transfer the Purchased Assets, including but not limited to the Assigned Contracts, to the Buyer at the Closing in accordance with and subject to the terms of the Asset Purchase Agreement and the other Transaction Documents free and clear of any and all Interests against the Debtors or the Purchased Assets. Upon and as of the Closing, such transfer shall constitute a legal, valid, binding, and effective transfer of the Purchased Assets free and clear of all such Interests and shall vest the Buyer with all right, title and interest in and to the Purchased Assets subject only to the Permitted Encumbrances and Assumed Liabilities, and terms of the Asset Purchase Agreement and the other Transaction Documents.

10. All Interests against the Debtors and the Purchased Assets (except as otherwise set forth in the Asset Purchase Agreement and other Transaction Documents) shall attach solely to the proceeds of the Purchased Assets in which the applicable creditor alleges or asserts an Interest, with the same validity, priority, force, and effect that each Interest now has as against the Purchased Assets, subject to any claims and defenses the Debtors and their estates may possess

with respect thereto. This Sale Order shall be effective as a determination that, on and as of the Closing, all Interests of any kind or nature whatsoever have been unconditionally released, discharged, and terminated in, on, or against the Purchased Assets (but not the proceeds thereof). The provisions of this Sale Order authorizing and approving the transfer of the Purchased Assets free and clear of all Interests shall be self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or any other instruments in order to effectuate, consummate, and implement the provisions of this Sale Order.

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

12. This Sale Order shall constitute, as of the Closing Date, for any and all purposes, a full and complete general assignment, conveyance, and transfer to the Buyer of all of the Debtors' title and interest in the Purchased Assets in accordance with the terms of the Asset Purchase Agreement and the other Transaction Documents. This Sale Order is and shall be effective as a determination that, on the Closing Date, all Interests against the Purchased Assets of any kind or nature whatsoever existing on the Closing Date have been unconditionally released, discharged, and terminated to the fullest extent permitted by applicable law, with any such Interests attaching to the applicable proceeds. All Persons who may be required by operation of law, the duties of their office, or contract to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease (including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, and federal, state, and local officials) are directed

to accept for filing any and all of the documents and instruments necessary and appropriate to release, discharge, and terminate any of the Interests solely as to the Purchased Assets or to otherwise consummate the Transactions.

Injunction

13. Except as expressly permitted by the Asset Purchase Agreement or this Sale Order, all Persons holding Interests of any kind or nature whatsoever prior to the Closing are hereby forever barred, estopped, and permanently enjoined from asserting, on any basis or legal theory, such Interests against the Buyer, any Buyer Related Party, and each of their respective property and assets, including, without limitation, the Purchased Assets. To the extent that any holders of Interests have objected to the Transactions, such objections are expressly overruled unless explicitly preserved in this Sale Order. All Persons that are in possession of any portion of the Purchased Assets on the Closing Date shall promptly surrender possession thereof to the Buyer at the Closing. For the avoidance of doubt, the injunction set forth in this paragraph 13 extends to Talc Claim Liabilities and, in accordance with the Asset Purchase Agreement, the Debtors shall include the Buyer as a “protected party” (as such term or similar term is defined in any plan of reorganization proposed or supported by the Debtors) pursuant to any section 524(g) channeling injunction in any such plan; *provided* that nothing herein or in the Asset Purchase Agreement obligates the Buyer to propose or support a plan incorporating a section 524(g) channeling injunction and *provided further* that the confirmation of any such plan and inclusion of the Buyer as a protected party is subject to approval by the Court. For the avoidance of doubt, the foregoing sentence shall not be deemed as the Court’s approval of the Buyer as a “protected party” under any chapter 11 plan in the Chapter 11 Cases, which approval shall only be obtained in connection with confirmation of any such plan, and all parties rights are reserved with respect to the same.

14. On and after the Closing, each Person holding an Interest with respect to the Purchased Assets shall execute such documents and take all other actions as may be reasonably necessary to release such Interest to the extent such Interest may have been recorded or filed. On and after the Closing, the Buyer shall be granted power of attorney and shall be authorized to execute and file, on behalf of each holder of an Interest with respect to the Purchased Assets (but not the proceeds thereof), such documents, and to take all other actions as may be reasonably necessary to release, discharge, and terminate such Interest, such as termination statements, mortgage releases or lien terminations, or any other comparable documents in any required jurisdiction. This Sale Order constitutes authorization under all applicable versions of the Uniform Commercial Code (the “UCC”) and other applicable law for the Buyer to file UCC and other applicable termination statements for all Interests with respect to the Purchased Assets (but not the proceeds thereof). The Buyer may, but shall not be required to, file a certified copy of this Sale Order in any filing or recording office in any federal, state, county, or other jurisdiction in which any of the Debtors are incorporated or has real or personal property, and such filing shall be sufficient to release, discharge, and terminate any of the Interests as of the Closing Date as set forth in this Sale Order.

15. For the avoidance of doubt, nothing in this Sale Order or the Transaction Documents shall release or otherwise protect the Buyer from liabilities (including personal injury liabilities, if any) caused by the operation or use of the Purchased Assets, including the production or sale of talc, on and after the Closing Date (the “Post-Closing Liabilities”). Any and all such Post-Closing Liabilities shall be liabilities of the Buyer, and the Buyer shall have no recourse against the Debtors or their estates for such liabilities. For the further avoidance of doubt, nothing in this Sale Order or the Transaction Documents shall excuse the Buyer or any other entity from

complying with otherwise applicable non-bankruptcy law in the operation and use of the Purchased Assets, including the production or sale of talc, on and after the Closing Date.

Assigned Contracts; Cure Payments

16. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to the occurrence of the Closing, the Debtors' assumption of the Assigned Contracts and their assignment and transfer to the Buyer free and clear of all Interests is hereby authorized and approved in full subject to the terms set forth below.

17. To the extent a non-Debtor party to an Assigned Contract has failed to timely object to the proposed Cure Payment in accordance with the Bidding Procedures Order and Assumption Notices, such Cure Payment shall be deemed to be finally determined, and such non-Debtor party shall be prohibited from challenging, objecting to, or denying the validity and finality of such Cure Payment. The payment of the applicable Cure Payments (if any), or the reservation by the Debtors (or by the Buyer on behalf of the Debtors) of an amount of cash that is equal to the lesser of: (i) the amount asserted by the counterparty to an Assigned Contract or (ii) the amount approved by order of this Court to reserve for such purpose shall, pursuant to section 365 of the Bankruptcy Code, (a) cure, or provide adequate assurance of cure, of all defaults under the applicable Assigned Contract and (b) compensate the non-Debtor counterparty to such Assigned Contract for any actual pecuniary loss resulting from such default, or provide adequate assurance of such compensation.

18. As of the Closing Date, other than the payment or reservation referred to in the preceding paragraph, neither the Debtors nor the Buyer shall have any liabilities or obligations to the non-Debtor parties to the Assigned Contracts, and the non-Debtor parties to the Assigned Contracts shall be forever barred, estopped and permanently enjoined from seeking any additional amounts from or claims against the Debtors, their estates, the Buyer, the Buyer Related Parties, or

their respective properties that arose, accrued, or were incurred at any time on or prior to the Closing Date or assert any default or unpaid obligation under such Assigned Contracts allegedly arising or occurring before the Closing Date.

19. To the extent any provision in any Assigned Contract (including, without limitation, any “change of control” provision) (i) prohibits, restricts, or conditions, or purports to prohibit, restrict, or condition, such assumption or assumption and assignment (as applicable); or (ii) is modified, breached, or terminated, or deemed modified, breached, or terminated by any of the following: (a) the commencement of the Chapter 11 Cases; (b) the insolvency or financial condition of the Debtors at any time before the closing of the Chapter 11 Cases; (c) the Debtors’ assumption or assumption and assignment (as applicable) of such Assigned Contract; or (d) the consummation of the Transactions, then such provision shall be deemed modified so as to not entitle the non-Debtor party thereto to prohibit, restrict, or condition such assumption or assignment, to modify or terminate such Assigned Contract, or to exercise any other default-related rights or remedies with respect thereto, including, without limitation, any such provision that purports to allow the non-Debtor party to recapture such Assigned Contract, impose any penalty thereunder, condition any renewal or extension thereof, impose any rent acceleration or assignment fee, or increase or otherwise impose any other fees or other charges in connection therewith. All such provisions constitute unenforceable anti-assignment provisions and shall be void *ab initio* and of no force and effect pursuant to sections 365(b), 365(e), and 365(f) of the Bankruptcy Code.

20. Upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested with all right, title, and interest of the Debtors in and under the Assigned Contracts free and clear of any Interest, and each Assigned Contract shall be fully enforceable by the Buyer in accordance with its terms and conditions. Upon and as

of the Closing, the Buyer shall be deemed to be substituted for BMI as a party to each Assigned Contract and, accordingly, the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Assigned Contracts. The Buyer shall have no liability arising or accruing under the Assigned Contracts on or prior to the Closing Date, except as otherwise expressly provided in the Asset Purchase Agreement, including Permitted Encumbrances and Assumed Liabilities, and other Transaction Documents or this Sale Order.

21. The Buyer shall be deemed to have provided adequate assurance of future performance under the Assigned Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the non-Debtor counterparties to the Assigned Contracts. The non-Debtor parties to the Assigned Contracts are barred from challenging, objecting to, or denying the validity and finality of the adequate assurance of future performance by the Buyer.

22. Except as expressly otherwise provided in the Asset Purchase Agreement, including Permitted Encumbrances and Assumed Liabilities, and other Transaction Documents and this Sale Order, the Buyer shall enjoy all of the Debtors' rights, benefits, and privileges under each Assigned Contract as of the Closing Date without the necessity to obtain any non-Debtor party's written consent to the assumption or assignment thereof. Notwithstanding anything to the contrary in the Motion, the Asset Purchase Agreement, or this Sale Order, from and after the Closing, the Buyer shall comply with the terms of each Assigned Contract.

23. Nothing in this Sale Order, the Motion, or in any notice or any other document is or shall be deemed an admission by the Debtors that any Assigned Contract is an executory contract or unexpired lease under section 365 of the Bankruptcy Code.

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

Additional Injunction; No Successor Liability

25. Effective upon the Closing Date, and except as expressly set forth in the Asset Purchase Agreement, the other Transaction Documents or this Sale Order, all Persons are forever barred, estopped, and permanently enjoined from asserting against the Buyer or any Buyer Related Party any Interest of any kind or nature whatsoever that such Person had, has, or may have against or in the Debtors, their estates, officers, directors, managers, and shareholders, or the Purchased Assets, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding, the employment of process, or any act (whether in law or equity, in any judicial, administrative, arbitral, or other proceeding) to collect or recover on a Claim; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting, or enforcing any Interest; (iv) asserting any right of subrogation, setoff or recoupment; (v) commencing or continuing any action (including, without limitation and for the avoidance of doubt, (y) any Excluded Talc Cause of Action or (z) any action related to or arising from any Talc Claim Liability) that is inconsistent with this Sale Order, other orders of this Court, the Asset Purchase Agreement, the other Transaction Documents or any other agreements or actions contemplated or taken in respect thereof; or (vi) revoking, terminating, failing, or refusing to transfer or renew any license, permit, or authorization to operate any of the Purchased Assets or conduct the Business in connection with the Transactions, in each case, against the Buyer or any Buyer Related Party or any of its or their respective property or assets, including the Purchased Assets.

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

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

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

29. Notwithstanding any action taken in connection with the Transactions or the operation and use of the Purchased Assets, the Buyer shall not be deemed to (i) be the successor

of the Debtors; (ii) have, *de facto*, or otherwise, merged with or into the Debtors; (iii) be a mere continuation or substantial continuation of the Debtors or the enterprise(s) of the Debtors; (iv) be a successor employer as defined in the Code or by the U.S. National Labor Relations Board or under other applicable Law; and (v) be liable for any acts or omissions of the Debtors, their predecessors or affiliates in the conduct of the Business or arising under or related to the Purchased Assets other than as set forth in the Asset Purchase Agreement (whether on a product-line theory or otherwise). Except as otherwise provided in the Asset Purchase Agreement or this Sale Order, the Buyer shall have no successor or vicarious liability of any kind or character, whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business, the Purchased Assets or any liabilities of the Debtors arising prior to the Closing Date.

30. Except as expressly set forth in the Asset Purchase Agreement, the transfer of the Purchased Assets, including, without limitation, the assignment and transfer of any Assigned Contract to the Buyer shall not cause or result in, or be deemed to cause or result in, the Buyer or any Buyer Related Party having any liability, obligation, or responsibility for, or any Purchased Assets being subject to or being recourse for, any Interest against the Debtors or the Purchased Assets whatsoever, whether: (i) arising under any doctrines of successor, transferee, or vicarious liability of any kind or character, including, but not limited to, under any theory of foreign, federal, state, or local antitrust, environmental, successor, tax, ERISA, assignee, or transferee liability, labor, tort, product liability, employment, *de facto* merger, substantial continuity, product-line, or other law, rule, or regulation; (ii) known or unknown as of the Closing Date, now existing or hereafter arising; (iii) asserted or unasserted, fixed or contingent, or liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, breach

of fiduciary duty, aiding or abetting breach of fiduciary duty, or otherwise; (iv) at law or in equity, directly or indirectly; or (v) by payment or otherwise. No Buyer or Buyer Related Party shall be deemed to have expressly or implicitly assumed any of the Debtors' liabilities (other than any Assumed Liabilities or Permitted Encumbrances).

Good Faith

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

Other Provisions

32. For the avoidance of doubt, no insider (as defined in section 101(31) of the Bankruptcy Code) of the Debtors shall be included as, or deemed to be, a "Buyer Related Party" or "Buyer Released Party" for purposes of this Sale Order or the Transaction Documents.

33. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), 7062, and 9014, this Sale Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. The stays provided in Bankruptcy Rules 6004(h) and 6006(d) are hereby expressly waived and shall not apply. Accordingly, in the absence

of any Person obtaining a stay pending appeal, the Debtors and the Buyer are authorized and empowered to close the Transactions immediately upon entry of this Sale Order.

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

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

36. Nothing in this Sale Order or the Asset Purchase Agreement releases, nullifies, precludes, or enjoins the enforcement of any police or regulatory liability to a governmental unit that any Person would be subject to as the post-sale owner or operator of property after the date of entry of this Sale Order. Nothing in this Sale Order or the Asset Purchase Agreement authorizes the transfer or assignment of any governmental (i) license, (ii) permit, (iii) registration, (iv) authorization, or (v) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Sale Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Sale Order or to adjudicate any defense asserted under this Sale Order.

37. Notwithstanding anything to the contrary in the Motion, the Asset Purchase Agreement, the Bidding Procedures Order, the Bidding Procedures, the Assumption and Assignment Procedures, the Assumption Notices, any supplemental assumption notice or list of the Cure Payments, this Sale Order, or any documents relating to any of the foregoing: (i) nothing

shall permit or otherwise effectuate a sale, an assignment or any other transfer at this time of (a) any insurance policies that have been issued by ACE American Insurance Company, ACE Fire Underwriters Insurance Company, Indemnity Insurance Company of North America, ACE Property and Casualty Insurance Company, Federal Insurance Company, Vigilant Insurance Company, and/or any of their U.S.-based affiliates and/or any predecessors and successors of any of the foregoing (collectively, the “**Chubb Companies**”) to, or that provide coverage to, any of the Debtors and/or their non-Debtor parents (or the predecessors of any of the foregoing) at any time and all agreements, documents or instruments relating thereto (collectively, the “**Chubb Insurance Contracts**”), and/or (b) any rights, interests, proceeds, benefits, claims, rights to payments and/or recoveries under such Chubb Insurance Contracts; (ii) the Chubb Insurance Contracts and any rights, interests, proceeds, benefits, claims, rights to payments and/or recoveries under such Chubb Insurance Contracts (a) are not and shall not be deemed to be either Assigned Contracts nor a portion of any of the Purchased Assets sold, assigned or otherwise transferred as part of the Transactions, and (b) shall be deemed to be Excluded Assets; (iii) nothing shall alter, modify or otherwise amend the terms or conditions of the Chubb Insurance Contracts; and (iv) for the avoidance of doubt, the Buyer is not, and shall not be deemed to be, an insured under any of the Chubb Insurance Contracts.

38. Notwithstanding anything to the contrary in this Sale Order or the Asset Purchase Agreement, the 2024 *ad valorem* tax liability related to the secured *ad valorem* tax claims owed to the Texas Taxing Authorities⁶ shall be apportioned between the Debtors and the Buyer as of the Closing Date, with the Buyer liable for the portion of such liability for the period after the Closing

⁶ “**Texas Taxing Authorities**” means all taxing authorities represented by Linebarger Goggan Blair & Sampson, Perdue Brandon Fielder Collins & Mott, and McCreary Veselka Bragg & Allen including but not limited to: Bexar County, Matagorda County, Tom Green CAD, Comal County and Bay City Independent School District.

Date and the Debtors liable for the portion of such liability for the period prior to the Closing Date. The liens associated with the 2024 *ad valorem* tax liability shall be retained against the Purchased Assets until such taxes, including any accrued penalties and interest, are paid in full. To the extent there is any proration between the Debtors and the Buyer in regard to the Purchased Assets, the Debtors' pro-rated portion shall be credited to the Buyer at the Closing or on terms agreed upon by the Debtors and the Buyer. Any dispute regarding any proration of the *ad valorem* taxes between the Debtors and the Buyer shall have no effect on the underlying obligations.

39. Effective upon Bank of America Leasing & Capital, LLC ("**BofA**") receiving the BofA Payoff Amount (including, without limitation, any legal or other fees, costs and expenses associated therewith), (A) BMI shall release BofA and its predecessors, successors, assigns, officers, managers, directors, employees and its and their advisors, agents, attorneys, representatives, and affiliates and any of their respective affiliates, and BofA shall release BMI and its predecessors, successors, assigns, officers, managers, directors, employees and its and their advisors, agents, attorneys, representatives, and affiliates and any of their respective affiliates (hereinafter all of the above collectively referred to as the "**BofA Released Parties**") from any and all claims, counterclaims, demands, damages, debts, suits, liabilities, actions and causes of action of any nature whatsoever, in each case, to the extent arising solely in connection with that certain Master Lease Agreement No. 24340-90000, dated April 13, 2012 (the "**MLA**"), between BofA, on the one hand, and BMI and certain other co-lessees, on the other hand (as amended from time to time), whether arising at law or in equity, whether known or unknown, whether liability be direct or indirect, liquidated or unliquidated, whether absolute or contingent, foreseen or unforeseen, and whether or not heretofore asserted, which it may have or claim to have against any other BofA Released Party, except as otherwise limited herein, (B) BofA shall convey all

equipment listed in (i) that certain Schedule 17 to the MLA dated as of December 27, 2021, by and between BofA and BMI, (ii) that certain Schedule 19 to the MLA dated as of March 10, 2022, by and between BofA and BMI, (iii) that certain Schedule 23 to the MLA dated as of April 25, 2022, by and between BofA and BMI, and (iv) that certain Schedule 27 to the MLA dated as of September 15, 2022, by and between BofA and BMI to BMI's designee (such equipment described in the immediately preceding clauses (i)-(iv), the "**BofA Leased Equipment**"), and (C) BofA and BMI shall execute and deliver all documents and instruments, and take such other actions necessary or advisable to effectuate the foregoing. Notwithstanding the release in the immediately preceding clause (A), BMI shall pay all post-petition lease payments in respect of the BofA Leased Equipment due under the MLA as and when due under the terms and conditions of the MLA from the date of the entry of the Sale Order through the Closing Date and BofA reserves all rights in respect thereof under the MLA. Notwithstanding the foregoing, the BofA Released Parties shall not include any affiliate of BMI, guarantor or co-lessee party to the MLA (in each case other than BMI) with respect to any obligations, leased assets or properties under the MLA, provided that BofA will release (i) affiliates of BMI and (ii) any guarantors and co-lessees that are parties to the MLA, in each case, solely in respect of the BofA Leased Equipment pursuant to a waiver and amendment mutually acceptable to BofA and such non-Debtor parties.

40. The failure to specifically include any particular provision of the Asset Purchase Agreement or other Transaction Documents in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Asset Purchase Agreement and the other Transaction Documents be authorized and approved in their entirety.

41. The Asset Purchase Agreement and the other Transaction Documents may be modified, amended, or supplemented in a written instrument signed by the parties thereto, without

further notice to or order of this Court; *provided*, that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates, and *provided further* that the DIP Lender, the FCR, and the Committee shall receive notice and a copy of any such modification, amendment, or supplement at least two (2) business days (or such shorter period consented to by each of them (such consent not to be unreasonably withheld, conditioned, or delayed)) prior to execution thereof.

42. Consistent with the terms of the Asset Purchase Agreement, the Debtors are authorized to (i) take all actions and file such other documents as may be required under the Asset Purchase Agreement to change their legal names, and (ii) file any necessary documents to effectuate such name change, without further order of the Court. The Debtors shall file any requisite notice in connection with any such name change to change the case caption in the Chapter 11 Cases.

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

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

45. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in (i) the Chapter 11 Cases; (ii) any subsequent chapter 7 case into which any of

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

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

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

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

Signed: March 25, 2024



Marvin Isgur
United States Bankruptcy Judge

EXHIBIT 1

Asset Purchase Agreement

**HIGHLY CONFIDENTIAL
EXECUTION VERSION**

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

BARRETTS MINERALS INC., AS THE SELLER,

AND

ELEVATION NEWCO, LLC, AS THE BUYER

DATED AS OF MARCH 14, 2024

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	1
Section 1.1 Definitions.....	1
Section 1.2 Construction.....	21
ARTICLE II PURCHASE AND SALE	21
Section 2.1 Purchase and Sale of Assets.....	21
Section 2.2 Excluded Assets	24
Section 2.3 Assumed Liabilities	26
Section 2.4 Excluded Liabilities	27
Section 2.5 Assumption and Assignment of Certain Contracts	28
Section 2.6 Designation of Assets and Liabilities	30
Section 2.7 Consents to Certain Transfers	30
Section 2.8 Wrong Pockets	31
Section 2.9 Inventory	32
ARTICLE III PURCHASE PRICE; DEPOSIT	32
Section 3.1 Purchase Price	32
Section 3.2 Deposit Escrow	32
Section 3.3 Allocation.....	34
ARTICLE IV THE CLOSING	35
Section 4.1 Time and Place of the Closing.....	35
Section 4.2 Deliveries by the Seller	35
Section 4.3 Deliveries by the Buyer	36
ARTICLE V REPRESENTATIONS AND WARRANTIES OF THE SELLER	37
Section 5.1 Organization, Standing and Corporate Power	37
Section 5.2 Authority; Execution and Delivery; Enforceability	38
Section 5.3 No Conflicts	38
Section 5.4 Legal Proceedings and Orders	39
Section 5.5 Permits	39
Section 5.6 Compliance with Law	39
Section 5.7 Absence of Certain Developments.....	40
Section 5.8 Financial Statements	40
Section 5.9 Employee Benefit Plans; Labor	40
Section 5.10 Material Contracts.....	44
Section 5.11 Intellectual Property; Information Technology	46
Section 5.12 Real Property; Mineral Rights	49
Section 5.13 Taxes	50

Section 5.14	Insurance	51
Section 5.15	Title to Tangible Personal Property	51
Section 5.16	Environmental Matters.....	52
Section 5.17	Brokers.....	52
Section 5.18	Material Customers; Material Vendors.....	52
Section 5.19	Affiliate Transactions.....	53
Section 5.20	Indigenous Peoples	53
Section 5.21	Accounts Payable; Accounts Receivable.....	53
Section 5.22	Absence of Undisclosed Liabilities	53
Section 5.23	Talc Claim Liabilities	54
ARTICLE VI REPRESENTATIONS AND WARRANTIES OF THE BUYER		54
Section 6.1	Organization and Good Standing.....	54
Section 6.2	Authority Relative to this Agreement	54
Section 6.3	No Violation; Consents.....	55
Section 6.4	Legal Proceedings and Orders	55
Section 6.5	Brokers.....	55
Section 6.6	Solvency.....	56
Section 6.7	Certain Arrangements	56
ARTICLE VII COVENANTS OF THE PARTIES		56
Section 7.1	Conduct of Business of the Seller	56
Section 7.2	Conduct of Business of the Buyer	58
Section 7.3	Access to and Delivery of Information; Maintenance of Records.....	58
Section 7.4	Expenses	60
Section 7.5	Further Assurances.....	61
Section 7.6	Public Statements.....	61
Section 7.7	Governmental Authority Approvals and Cooperation.....	62
Section 7.8	Employee Matters	62
Section 7.9	Debt Financing Cooperation	66
Section 7.10	Tax Matters	68
Section 7.11	Submission for Bankruptcy Court Approval	69
Section 7.12	Bankruptcy Procedures	70
Section 7.13	Transfer of Purchased Assets and Permits; Substitution of Letters of Credit	71
Section 7.14	Transfer of Business IP; Patent License Agreement.....	74
Section 7.15	Name Changes	74
Section 7.16	Purchased Assets “AS IS;” Certain Acknowledgements.....	74
Section 7.17	Release	75
Section 7.18	Withholding	77
Section 7.19	Restrictive Covenants.	77
Section 7.20	Assignment of Certain Contracts	79
Section 7.21	Assignment of Chicago Railway Contract.....	79
Section 7.22	Protected Party Status	79
Section 7.23	Transition Services Agreement.....	79

Section 7.24	Quiet Title Action	80
ARTICLE VIII CONDITIONS TO CLOSING.....		80
Section 8.1	Conditions to Each Party’s Obligations to Effect the Closing.....	80
Section 8.2	Conditions to Obligations of the Buyer	81
Section 8.3	Conditions to Obligations of the Seller.....	82
Section 8.4	Frustration of Closing Conditions.....	82
ARTICLE IX TERMINATION; WAIVER.....		83
Section 9.1	Termination.....	83
Section 9.2	Procedure and Effect of Termination.....	84
Section 9.3	Extension; Waiver.....	85
ARTICLE X MISCELLANEOUS PROVISIONS		85
Section 10.1	Amendment and Modification	85
Section 10.2	Survival	85
Section 10.3	Notices	86
Section 10.4	Assignment	87
Section 10.5	Severability	87
Section 10.6	Governing Law	88
Section 10.7	Acknowledgement and Release; Non-Recourse.....	88
Section 10.8	Submission to Jurisdiction; WAIVER OF JURY TRIAL	88
Section 10.9	Counterparts.....	89
Section 10.10	Incorporation of Schedules and Exhibits	89
Section 10.11	Entire Agreement.....	89
Section 10.12	Specific Performance	90
Section 10.13	Bulk Sales or Transfer Laws.....	90
Section 10.14	Seller Disclosure Schedule	90
Section 10.15	Mutual Drafting; Headings; Information Made Available	91
Section 10.16	Use of Retained Records.....	91
Section 10.17	Approval of the Bankruptcy Court	92
Section 10.18	Equity Commitment Letter	92

EXHIBITS

Exhibit A	Form of Assignment and Assumption Agreement
Exhibit B	Form of Bill of Sale
Exhibit C	Form of Intellectual Property Assignment Agreement
Exhibit D	Form of Transition Services Agreement
Exhibit E	Escrow Agreement
Exhibit F	Form of Patent License Agreement
Exhibit G	Parent IP List
Exhibit H	Form of Credit Interest Support Agreement
Exhibit I	Form of Warehouse Storage Lease Agreement

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (as amended, modified or supplemented from time to time, this “Agreement”) is made and entered into as of March 14, 2024, by and between Barretts Minerals Inc., a Delaware corporation (the “Seller”), and Elevation NewCo, LLC, a Delaware limited liability company (the “Buyer”). Each of the Seller and the Buyer are referred to herein as a “Party” and collectively as the “Parties.” Capitalized terms used but not otherwise defined herein have the meanings set forth in Article I.

RECITALS

WHEREAS, the Seller commenced a voluntary case under the Bankruptcy Code in the Bankruptcy Court on October 2, 2023 (the “Petition Date”);

WHEREAS, the Seller continues to be in possession of its assets and is authorized under the Bankruptcy Code to continue the operation of its business as a debtor-in-possession;

WHEREAS, the Buyer desires to purchase from the Seller, and the Seller desires to sell to (or cause to be sold to) the Buyer, substantially all of the Seller’s assets and the Parent Tangible Assets and the Parent IP, and the Buyer desires to assume from the Seller, certain specified liabilities, in each case pursuant to the terms and subject to the conditions set forth herein;

WHEREAS, the Seller and the Buyer have agreed that the sale, transfer and assignment of the Purchased Assets and the Assumed Liabilities from the Seller to the Buyer shall be effected pursuant to sections 105, 363 and 365 of the Bankruptcy Code;

WHEREAS, in connection with the Bankruptcy Case and subject to the terms and conditions contained herein, following entry of the Sale Order designating the Buyer as the Successful Bidder, the Seller shall sell and transfer to the Buyer, and the Buyer shall purchase and acquire from the Seller, pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Purchased Assets, and the Buyer shall assume from the Seller the Assumed Liabilities, as provided herein and in the Sale Order; and

WHEREAS, concurrently with the execution of this Agreement, Buyer and Riverspan Partners Fund I LP are entering into the Equity Commitment Letter.

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

ARTICLE I DEFINITIONS

Section 1.1 Definitions. A defined term has its defined meaning throughout this Agreement and in each Exhibit and Schedule to this Agreement, regardless of whether it

appears before or after the place where it is defined. As used in this Agreement, the following terms have the meanings specified below:

“Accounting Firm” has the meaning given to such term in Section 3.3.

“Accounts Receivable” means any and all current accounts receivable, notes receivable, trade receivables and other amounts receivable generated by the Business.

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

“Agreement” has the meaning given to such term in the Preamble hereto.

“Allocation” has the meaning given to such term in Section 3.3.

“American Colloid” means American Colloid Company, a Delaware corporation and Affiliate of the Seller.

“Assignment and Assumption Agreement” means one or more Assignment and Assumption Agreements to be executed and delivered by the Buyer and the Seller at the Closing, including, without limitation, in connection with the Assumed Real Property Leases, substantially in the form of Exhibit A.

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

“Assumed Compensation and Benefit Programs” means each of the Seller Compensation and Benefit Programs assumed by the Buyer designated with an asterisk (*) on Section 5.9(a) of the Seller Disclosure Schedule.

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

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

“Assumption Approval” has the meaning given to such term in Section 2.5(f).

“Auction” has the meaning given to such term in the Sale Order.

“Back-up Bidder” has the meaning given to such term in Section 7.12(c).

“Balance Sheet Date” has the meaning given to such term in Section 5.8(a).

“Bankruptcy Case” means the Debtors’ cases commenced under Chapter 11 of the Bankruptcy Code jointly administered under Case No. 23-90794 (MI) in the Bankruptcy Court.

“Bankruptcy Code” means 11 U.S.C. §§ 101, *et seq.*, as amended.

“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of Texas or such other court having competent jurisdiction over the Bankruptcy Case.

“Bidding Procedures Motion” means the *Debtors’ Motion for Entry of an Order Approving (I) (A) Bidding Procedures for the Sale of Substantially All or Any Portion of the Debtors’ Assets, (B) Procedures for the Debtors’ Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (C) the Form and Manner of Notice of the Sale Hearing and Assumption Procedures, (D) Procedures for Selection of One or More Stalking Horse Bidders and the Provision of Bid Protections to Such Stalking Horse Bidder(s), and (E) Dates for an Auction and Sale Hearing, and (II) (A) the Sale of Substantially All or Any Portion of the Debtors’ Assets Free and Clear of All Claims, Liens, Liabilities, Rights, Interests and Encumbrances and (B) the Debtors’ Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; (iii) Related Relief* ECF No. 128, filed on October 13, 2023.

“Bidding Procedures Order” means the Bankruptcy Court’s *Order Establishing Bidding Procedures Relating to the Sales of All or a Portion of the Debtors’ Assets*, ECF No. 434, entered on December 12, 2023.

“Bill of Sale” means one or more Bills of Sale to be executed and delivered by the Seller to the Buyer at the Closing, substantially in the form of Exhibit B.

“BMI Indemnity Agreement” means the Amended and Restated Indemnity Agreement, dated as of January 2, 2024, by and among MTI, Specialty Minerals and the Seller.

“BofA” means Bank of America Leasing & Capital, LLC.

“BofA Assets” means, collectively, the machinery, equipment, vehicles and other tangible personal property and fixed assets leased by the Seller (or its applicable Affiliate) pursuant to the BofA Contract.

“BofA Contract” means, collectively, (a) that certain Master Lease Agreement No. 24340-90000, dated April 13, 2012, between BofA, on the one hand, and the Seller and certain other co-lessees, on the other hand (as amended from time to time) and (b) the other Contracts between the Seller (or its applicable Affiliate) and BofA (or its applicable Affiliate) set forth on Section 1.1(a) of the Seller Disclosure Schedule.

“BofA Payoff Amount” means an amount of cash equal to the aggregate amount of Indebtedness owed by the Seller (or its applicable Affiliate) to BofA pursuant to the BofA Contract as of immediately prior to the Closing, as set forth in the payoff letter delivered by BofA at the Closing pursuant to Section 4.2(k) (such payoff letter, the “BofA Payoff Letter”).

“Business” means the business of mining, producing, processing, marketing, distributing and selling talc and talc-based or talc-containing products, by the Seller.

“Business Computer Systems” means all Computer Systems owned by the Seller and primarily used in the Business.

“Business Day” means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by Law to be closed in New York, New York.

“Business IP” means, collectively, all Seller IP and Parent IP.

“Business Names” means the following names: (a) Barretts Minerals, (b) Barretts Minerals Inc., and (c) BMI.

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

“Buyer 401(k) Plan” has the meaning given to such term in Section 7.8(e)(i).

“Buyer Benefit Plan” has the meaning given to such term in Section 7.8(e).

“Buyer Closing Certificate” has the meaning given to such term in Section 4.3(j).

“Buyer Default Termination” has the meaning given to such term in Section 3.2.

“Buyer Fundamental Representations” has the meaning given to such term in Section 8.3(b).

“Buyer Related Party” means, collectively, the Buyer and its Affiliates, and each of their respective directors, officers, managers, employees, owners, advisors and representatives.

“Buyer Releasing Party” has the meaning given to such term in Section 7.17(a).

“Cash” means any cash and cash equivalents (including checks, deposits, money markets or similar accounts, checking account balances, and any other cash equivalents, whether on hand, in transit, in banks or other financial institutions, or otherwise held), in each case calculated in accordance with the accounting principles, policies and procedures used to prepare the Seller Financial Statements.

“Cash Purchase Price” means an amount equal to (a) \$32,000,000 minus (b) the Cure Payments minus (c) interest accrued on the Deposit and paid to the Seller pursuant to the Escrow Agreement.

“Chicago Railway Assets” means the equipment, vehicles and other tangible assets leased by American Colloid under the Chicago Railway Contract and primarily used or held for use in the Business.

“Chicago Railway Contract” means, collectively, those Contracts set forth on Section 1.1(b) of the Seller Disclosure Schedule.

“Claim” has the meaning given to such term in Section 101(5) of the Bankruptcy Code.

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

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

“COBRA” means Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Code and any similar Law.

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“Computer Systems” means all servers, computer hardware, databases, networks, Software, programmable controllers and related systems.

“Confidentiality Agreement” means that certain Letter Agreement, by and between the Seller, Specialty Minerals, MTI, Mooney Group LLC and Riverspan Partners, LP, dated as of March 1, 2024.

“Consent” means any approval, consent, ratification, designation, permission, clearance, waiver or other authorization.

“Contract” means, with respect to any Person, any lease (including the Real Property Leases), sublease, employment agreement, contract, deed of trust, deed to secure debt, bond, indenture, note, debenture, mortgage, loan, purchase or sale order, letter of credit, evidence of Indebtedness, guarantee, mortgage, license, sublicense or other legally enforceable agreement, instrument or obligation to which such Person is a party or by which such Person is bound, and all amendments, supplements or modifications thereto.

“Core Samples” means those subsurface geologic specimens that were extracted by the Seller, its predecessors or Affiliates in connection with the Business for the purpose of geologic analysis and study.

“Credit Interest Support Agreement” means the Credit Interest Support Agreement, to be executed and delivered by MTI, the Buyer and Riverspan Partners Fund I LP at the Closing, substantially in the form attached hereto as Exhibit H.

“Cure Payments” has the meaning given to such term in Section 2.5(e).

“Cure Schedule” has the meaning given to such term in Section 7.11(b).

“Debt Commitment Letter” means a debt commitment letter (including all schedules, annexes and exhibits attached thereto) delivered to the Buyer by a nationally recognized financial institution, together with any related fee letter (which may be redacted in a customary manner), in each case, as amended, supplemented or replaced in accordance with this Agreement.

“Debt Financing” means the debt financing incurred or intended to be incurred pursuant to any Debt Commitment Letter.

“Debt Financing Documents” means the agreements, documents and certificates contemplated by or delivered in connection with any Debt Financing or reasonably requested by the Buyer or its Financing Sources, including: (a) all credit agreements, facilities agreement, loan documents, security trust agreements, purchase agreements, underwriting agreements, indentures, debentures, notes, intercreditor agreements, guarantee agreements, security

documents and fee letters (as customarily redacted) pursuant to which any Debt Financing will be governed or otherwise contemplated by the Debt Commitment Letter; (b) all agreements, documents or certificates that facilitate the creation, perfection or enforcement of liens securing any Debt Financing (including original copies of all certificated securities (with transfer powers executed in blank), control agreements, mortgages, deeds of trust, surveys, title insurance, landlord consent and collateral access letters and perfection certificates) as are reasonably requested by the Buyer or its Financing Sources; and (c) such other information or documentation (including any schedules or exhibits appended thereto or delivered in connection therewith) reasonably requested by the Buyer or its Financing Sources in connection with any Debt Financing.

“Debtors” means the Seller and Barretts Ventures Texas LLC.

“Deed” means a general warranty deed, registrable transfer or local equivalent in the applicable jurisdiction, in a form reasonably satisfactory to the Buyer and the Seller.

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

“DIP Facility” has the meaning given to such term in the DIP Order.

“DIP Lender” has the meaning given to such term in the DIP Order.

“DIP Obligations” has the meaning given to such term in the DIP Order.

“DIP Order” means the Final Order (a) Authorizing the Debtors to (i) Obtain Senior Secured Superpriority Postpetition Financing, and (ii) Use of Cash Collateral; (b) Granting Liens and Providing Claims with Superpriority Administrative Expense Status; (c) Modifying Automatic Stay; (d) Scheduling a Final Hearing; and (e) Granting Related Relief, [ECF No. 453], entered on December 18, 2023.

“Dischargeable Environmental Costs and Liabilities” means any Environmental Costs and Liabilities arising out of the conduct of the Business or relating to the Purchased Assets that (i) are of a nature that under applicable Law would be discharged pursuant to 11 U.S.C. 1141(d) if the Purchased Assets giving rise to such Environmental Costs and Liabilities were owned by the Seller on the effective date of a confirmed chapter 11 plan in the Bankruptcy Case, or (ii) are actually discharged pursuant to 11 U.S.C. 1141(d) pursuant to, and upon the effectiveness of, a confirmed chapter 11 plan in the Bankruptcy Case; *provided* that, notwithstanding the foregoing clauses (i) and (ii) or anything to the contrary herein, (A) in no event shall Dischargeable Environmental Costs and Liabilities include any Environmental Costs and Liabilities that, under applicable non-bankruptcy Law, would remain or become obligations of the owner and/or operator of the Purchased Assets, and (B) to the extent that any Environmental Costs and Liabilities described in clause (i) of this definition are not actually discharged as described in clause (ii) at the time that a confirmed chapter 11 plan in the Bankruptcy Case becomes effective, then such Environmental Costs and Liabilities shall not constitute Dischargeable Environmental Costs and Liabilities.

“D&O Claims” means all rights, claims and causes of action against any director, officer, equityholder or Employee (other than a Transferred Employee) of the Seller or any of

its Affiliates and all rights, claims and causes of action under director and officer, fiduciary, employment practices and similar insurance policies maintained by the Seller.

“Documentary Materials” has the meaning given to such term in Section 2.1(i).

“DOL” has the meaning given to such term in Section 5.9(b).

“Employees” means (a) all employees of the Seller and (b) any other employee of any of the Seller’s Subsidiaries or parent entities and their Subsidiaries that primarily provide services to the Business, including, in each case of clauses (a) and (b), those on disability or a leave of absence, whether paid or unpaid.

“Encumbrance” means, with respect to any asset or property, any charge, lien (statutory or otherwise), mortgage, lease, hypothecation, encumbrance, pledge, mortgage, defect of title, deed of trust, security agreements and security interest, option, right of use, first offer or first refusal, easement, servitude, conditional sales agreements, claims, restrictions, charges, assignments, subleases, covenants, restrictions on transfer, preemptive rights, hypothecation, options, subleases, encroachment or similar restriction or other encumbrance affecting any right or title to the Purchased Assets.

“Enforceability Exceptions” has the meaning given in Section 5.2.

“Environmental Costs and Liabilities” means all Liabilities, obligations, responsibilities, asset retirement obligations, response, remedial and removal costs or requirements, rehabilitation, reclamation, closure or post-closure costs or requirements, investigation costs or requirements, capital costs, operation and maintenance costs or requirements, losses, damages, punitive damages, property damages, consequential damages, natural resource damages, treble damages, costs and expenses, fines, penalties and sanctions, whether known or unknown, accrued or unaccrued, or contingent or not contingent, in each case at any time incurred or sustained by operation of law or as a result of or related to any claim, suit, action, administrative order, noncompliance, alleged noncompliance, investigation, proceeding or demand at any time by any Person, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law, or otherwise arising or incurred, in connection with, arising from or relating to any matter, event, circumstance, condition or fact occurring or existing before, on, or after the Closing Date at, on, under, to, from, or in relation to any mine (former or current), equipment, machine, structure, location, facility or property (including all environmental media above and beneath the surface of such property) and arising under or related to any Environmental Law, any Environmental Permit, any Remedial Action, or the generation, handling, use, storage, disposal, transportation, treatment, presence, migration, removal, Release or threatened Release of any Hazardous Material at any location. For the avoidance of doubt, Environmental Costs and Liabilities that constitute Assumed Liabilities under Section 2.3(f) shall not include any Talc Claim Liabilities.

“Environmental Laws” means Laws relating to pollution, natural resources, Hazardous Materials, the protection, investigation, remediation or reclamation of the environment or human or occupational health and safety. Without limiting the generality of the foregoing, “Environmental Law” includes all of the following statutes and their implementing regulations,

and any state and local analogs, all as amended from time to time: the Clean Air Act, 42 U.S.C. §7401 et seq. (CAA), the Clean Water Act, 33 U.S.C. § 1251 et seq. (CWA), the National Environmental Policy Act, 42 U.S.C. § 4321 et seq., the Endangered Species Act, 16 U.S.C. § 1531 et seq., the Resource Conservation Recovery Act, 42 U.S.C. §6901 et seq. (RCRA), the Safe Drinking Water Act, 42 U.S.C. §300f et seq., the Comprehensive Environmental Response, Compensation, and Liability Act as amended by the Superfund Amendments and Reauthorization Act, 32 U.S.C. §9601 et seq. (CERCLA), the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq. (TSCA), the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq. (OSHA), the Federal Mine Safety and Health Act, 30 U.S.C. § 801 et seq. (MSHA), and the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11001 et seq.

“Environmental Permits” means any permit, decrees, variances, certificate, consent, registration, notice, approval, identification number, license or other authorization required under any applicable Environmental Law.

“Equity Commitment Letter” has the meaning given to such term in Section 10.18(a).

“ERISA Affiliate” has the meaning given to such term in Section 5.9(e).

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

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

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

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

“Excluded Plans” means the Minerals Technologies Inc. Retirement Plan, the Performance Minerals Plant Incentive Program and any annual cash bonus plan sponsored by Seller or its Affiliates.

“Excluded Subsidiaries” means the Subsidiaries of the Seller set forth on Section 1.1(c) of the Seller Disclosure Schedule.

“Excluded Talc Causes of Action” means claims, rights, defenses, and causes of action attributable to: (a) all defenses of the Specified Parties to any Talc Claim Liability, including all defenses under section 502 of the Bankruptcy Code, (b) as related to any Talc Claim Liability, all rights of setoff, recoupment, contribution, reimbursement, subrogation or indemnity (as those terms are defined by the non-bankruptcy Law of any relevant jurisdiction) or any other direct or indirect right, claim or counterclaim of any kind whatsoever, whenever and wherever arising or asserted of the Specified Parties as against any Person, (c) any other claims, counterclaims, defenses or rights related to Talc Claim Liabilities that the Specified Parties have under applicable Law as a result of the Bankruptcy Case being commenced, (d) any other claims, counterclaims, defenses or rights related to Talc Claim Liabilities that the Specified Parties would have had under applicable Law if the Bankruptcy Case had not occurred, and (e) any claim, counterclaim, defense, cause of action, or right of the Specified

Parties under the Laws of any jurisdiction for reimbursement, indemnity, contribution, breach of contract, or otherwise arising from or relating to any payments on account of the Talc Claim Liabilities. For the avoidance of doubt, Excluded Talc Causes of Action includes: (i) any claims, causes of action, defenses, or rights that any Specified Party has against Pfizer Inc. or its Affiliates under the Reorganization Agreement or applicable Law, including, without limitation, rights of contribution, reimbursement, subrogation, indemnification, and/or breach of contract, (ii) any claims, causes of action, defenses, or rights that any Specified Party has in respect to the BMI Indemnity Agreement, and (iii) any Proceeding (including any contested matter or adversary proceeding) commenced in the Bankruptcy Court or any other court of competent jurisdiction seeking to estimate, or adjudicate any matter or issue in respect of, Talc Claim Liabilities.

“Excluded Talc Samples” means all talc samples (including talc product samples, Core Samples, and talc product retain samples) in the Seller’s possession or under its control that, at any time prior to the Closing, were extracted by the Seller or its Affiliates in connection with the Business, in each case, (a) regardless of whether such samples are physically located on the Owned Real Property as of the Closing, and (b) including those portions of information, files, programs, geological data and studies relating to such samples.

“Final Allocation” has the meaning given to such term in Section 3.3.

“Final Order” means a judgment or order of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the clerk of the Bankruptcy Court (or such other court) on the docket in the Bankruptcy Case (or the docket of such other court), which has not been modified, amended, reversed, vacated or stayed (other than such modifications or amendments that are consented to in writing to by the Buyer) and as to which (a) the time to appeal, petition for certiorari or move for a new trial, stay, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, stay, reargument or rehearing shall then be pending or (b) if an appeal, writ of certiorari, new trial, stay, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument or rehearing shall have expired, as a result of which such proceeding or order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; *provided* that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy Procedure, may be filed relating to such order, shall not cause an order not to be a Final Order.

“Final Payroll Period” has the meaning given to such term in Section 7.8(g).

“Financing Deliverables” means the following documents required to be delivered in connection with any Debt Financing: (a) the Debt Financing Documents; (b) officer, secretary and solvency certificates, legal opinions, corporate organizational documents, good standing certificates, lien searches and resolutions contemplated by the Debt Commitment Letter or reasonably requested by the Buyer or its Financing Sources; and (c) documentation and other information reasonably requested by the Financing Sources under applicable

“know-your-customer” and anti-money laundering rules and regulations, including in connection with the U.S.A. Patriot Act of 2001 and 31 C.F.R. § 1010.230.

“Financing Information” means the information with respect to the business, operations and financial condition of the Seller that is expressly required to be provided by the Debt Commitment Letter.

“Financing Sources” means any entities that have committed to provide or arrange or otherwise entered into agreements in connection with all or any part of any Debt Financing in connection with the Transactions, including the parties to any joinder agreements, indentures, credit agreements or other Debt Financing Documents entered into pursuant thereto or relating thereto, including the agents, underwriters and arrangers of, or in connection with, any Debt Financing, and in each case of the foregoing, each of their respective Affiliates, their and their respective Affiliates’ officers, directors, employees, agents, members, shareholders, controlling persons and other Representatives and their respective successors and assigns.

“FLSA” has the meaning given to such term in Section 5.9(g).

“Fraud” means actual and intentional common law fraud under Delaware Law with respect to the making of (a) in the case of the Seller, the representations and warranties expressly contained in Article V (as expressly qualified by the Seller Disclosure Schedule and the provisions of this Agreement) or the Seller Closing Certificate, or (b) in the case of the Buyer, the representations and warranties expressly contained in Article VI, Section 10.18 or the Buyer Closing Certificate; *provided*, that “Fraud” shall not include any fraud or claim based on equitable fraud, constructive fraud, constructive knowledge, negligent misrepresentation, recklessness or similar theory.

“GAAP” means generally accepted accounting principles in the United States.

“Governmental Authority” means any federal, municipal, state, provincial, local or foreign governmental, quasi-governmental, administrative or regulatory authority, department, agency, board, bureau, commission or body (including any court, arbitral body or similar tribunal), including the Bankruptcy Court.

“Governmental Authorization” means any Permit or Consent issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law.

“Hazardous Materials” means any chemicals, material, substance or waste that is listed, classified, regulated, characterized or otherwise defined as “hazardous,” “toxic,” “radioactive,” a “pollutant,” or “contaminant,” (or words of similar intent or meaning) under any Environmental Laws, including any quantity of asbestos in any form, urea formaldehyde, PCBs, polychlorinated biphenyls and per- and poly-fluoroalkyl substances (and any precursor chemicals that can break down to one or more per- or poly-fluoroalkyl substance and related higher homologue chemicals), radon gas, mold, crude oil or any fraction thereof, all forms of natural gas, petroleum products, petroleum breakdown products, petroleum by-products or petroleum derivatives.

“Indebtedness” means, with respect to the Seller or, to the extent applicable to the BofA Assets and the Wheels Assets, the Seller’s applicable Affiliate, as of any applicable date, without duplication: (i) all obligations (including the principal amount thereof and, if applicable, the accreted amount thereof and the amount of accrued and unpaid interest thereon) for borrowed money or in respect of loans or advances, whether short term or long term, whether or not represented by a bond, debenture, note, or other security instrument and whether or not convertible into any other security or instrument, (ii) all obligations evidenced by bonds, debentures, notes, swap agreements or other similar instruments or debt securities, (iii) any deferred obligation for the payment of the purchase price of any property or other asset purchased (other than any accounts payable or trade payables), (iv) all obligations in respect of letters of credit and bankers, and acceptances issued for the account of such Person (in each case, to the extent drawn upon), (v) all obligations arising from cash/book overdrafts or negative cash balances, (vi) all obligations secured by an Encumbrance (other than Permitted Encumbrances) on the property or other assets of such Person (whether or not debt secured thereby has been assumed), (vii) all capital lease obligations determined in accordance with GAAP, (viii) all guarantees of such Person in support of any of the foregoing, and (ix) all accrued interest, prepayment premiums or penalties related to any of the foregoing.

“Intellectual Property” means intellectual or proprietary rights, which may exist or be created under the Laws of any jurisdiction in the world, including all: (a) rights associated with works of authorship, including exclusive exploitation rights, mask work rights, copyrights and moral and similar attribution rights; (b) Trademarks; (c) proprietary rights in internet domain names and IP addresses (“Domain Names”); (d) trade secret rights; (e) patents, industrial design and other industrial property rights; (f) rights in or relating to any and all registrations, issuances, provisionals, reissuances, continuations, continuations-in-part, revisions, substitutions, reexaminations, renewals, extensions, combinations, divisions and reissues of, and applications for, any of the foregoing rights; and (g) rights to prosecute, sue, enforce or recover or retain damages, costs or attorneys’ fees with respect to the past, present and future infringement, misappropriation, dilution, unauthorized use or disclosure or other violation of any of the foregoing.

“Inventory” means all inventory (including raw and unprocessed ore and other materials, works or products in-process, finished products, goods in transit, packaging materials and other inventories) owned by the Seller primarily relating to or primarily used in the Business.

“IP Assignment Agreement” means the Intellectual Property Assignment Agreement with respect to the Business IP to be executed and delivered by the Seller, MTI and Specialty Minerals and the Buyer at the Closing, substantially in the form attached hereto as Exhibit C.

“IRS” means the U.S. Internal Revenue Service.

“Knowledge” means, as to a particular matter, the actual knowledge, after reasonable due inquiry of the applicable Person’s direct reports, of (a) with respect to the Buyer, Dave Thomas, John Gilligan, Jim Mooney and Mary Mooney and (b) with respect to the Seller, Jonathan Hastings and Keith Krysinski.

“Latest Balance Sheet” has the meaning set forth in Section 5.8(a).

“Law” means any federal, state, local, tribal, municipal or foreign law, statute, legislation, common law, rule, regulation, ruling, directive or other similar requirement having the effect of law issued, enacted, adopted, promulgated, implemented or otherwise put into effect by any Governmental Authority.

“Liability” means any indebtedness for borrowed money, obligation, lien, loss, damage, claim, fine, penalty, judgment, duty, responsibility, expense (including reasonable attorneys’ fees and reasonable costs of investigation and defense) or liability of any nature, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, direct or indirect, fixed, absolute or contingent, matured or unmatured, ascertained or ascertainable, disputed or undisputed, secured or unsecured, joint or several, vested or unvested, due or to become due, executory, determined or determinable, whether in contract, tort, strict liability or otherwise.

“Material Adverse Effect” means any matter, event, change, condition, circumstance, development, occurrence, state of facts, or effect that (I) would reasonably be expected to have a material adverse effect on the ability of the Seller (or its applicable Affiliates) to timely perform its obligations under this Agreement, the Transaction Documents or to timely consummate the transactions contemplated hereby or thereby or (II) has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the operations or condition (financial or otherwise) of the Business, the Purchased Assets and the Assumed Liabilities, taken as a whole; *provided, however*, that, in the case of clause (II), none of the following events, changes, conditions, circumstances, developments, occurrences or effects shall be taken into account, individually or in the aggregate, in determining whether a “Material Adverse Effect” has occurred: (a) the announcement of the signing of this Agreement or the filing of the Petitions or compliance with any obligation (including any obligation to not take action) expressly required by this Agreement; (b) (i) the commencement or pendency of the Bankruptcy Case, (ii) unless filed by the Debtors, any objections filed in the Bankruptcy Case to (A) this Agreement or any of the Transactions or thereby, (B) the Sale Order, the plan or the reorganization of the Seller or any of its Affiliates, (C) the Bidding Procedures Motion or the Bidding Procedures Order or (D) the assumption or rejection of any Non-Real Property Contracts or Real Property Leases or (iii) any Order of the Bankruptcy Court or any actions or omissions of the Seller or any of its Affiliates in compliance therewith; (c) the negotiation, execution, consummation or pendency of this Agreement or the Transactions, the identity, nature or ownership of the Buyer or the Buyer’s plans with respect to the Purchased Assets and the Assumed Liabilities; (d) (i) actions or omissions taken or not taken by or on behalf of the Seller or any of its Affiliates that are required or expressly contemplated or permitted to be taken or not taken pursuant to this Agreement or at the written request of the Buyer or any of its Affiliates or (ii) the failure to take any action if such action is prohibited by this Agreement; (e) actions taken by the Buyer or any of its Affiliates; (f) actions not taken by or on behalf of the Seller or any of its Affiliates which (i) require the approval of the Buyer and (ii) such approval was not timely provided; (g) failure of the Seller or any of its Affiliates to meet any internal or published projections, forecasts, estimates, performance metrics, operating statistics or predictions (it being understood that the foregoing shall not preclude any assertion that the facts or occurrences giving rise to or contributing to such failure that are not otherwise

excluded from the definition of Material Adverse Effect should be deemed to constitute, or be taken into account in determining whether there has been, or would reasonably be expected to be, a Material Adverse Effect); (h) changes in applicable Law or GAAP, or in the interpretation, directives or enforcement of any of the foregoing, or any changes in regulatory or political conditions; (i) volcanoes, tsunamis, earthquakes, fires, floods, storms, hurricanes, tornadoes or other natural or man-made disasters or other acts of God; (j) changes in general economic conditions, currency exchange rates or United States or international debt or equity markets; (k) events or conditions generally affecting the industries or markets in which the Seller or any of its Affiliates operates; (l) national or international political or social conditions (including tariffs, riots or protests) or any national or international hostilities, acts of terror or acts of war (whether or not declared), or any escalation or worsening of any such conditions, hostilities, acts of terror or acts of war (whether or not declared); and (m) any pandemic or epidemic (including COVID-19 or any variation thereof), including outbreaks or additional waves of outbreaks and any escalation or worsening thereof, of any contagious diseases and any direct or indirect consequence thereof, except in the case of clauses (h) through (m), solely to the extent that the Business, the Purchased Assets and the Assumed Liabilities are disproportionately adversely affected as compared to other similarly situated businesses that participate in the industry in which the Seller operates.

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

“Material Customers” has the meaning given to such term in Section 5.18(a).

“Material Vendors” has the meaning given to such term in Section 5.18(b).

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

“MTI” means Minerals Technologies Inc.

“Non-Real Property Contracts” means the Contracts (including any open purchase orders) primarily related to the Business to which the Seller is a party other than the Real Property Leases.

“Offered Employee” has the meaning given to such term in Section 7.8(a).

“Order” means any order, writ, judgment, injunction, decree, rule, ruling, directive, determination or other award made, issued, entered or rendered by or with any Governmental Authority, whether preliminary, interlocutory or final, including any Order entered by the Bankruptcy Court in the Bankruptcy Case (including the Sale Order).

“Ordinary Course of Business” means, with respect to the Business, the ordinary and usual course of day-to-day operations of the Business (including acts and omissions of the Seller or any of its Affiliates in respect of the Business in the ordinary and usual course) through the

date hereof and consistent with past practice, in each case, taking into account the contemplation, commencement, consummation and pendency of the Bankruptcy Case.

“Outside Date” has the meaning given to such term in Section 9.1(h).

“Owned Real Property” has the meaning given to such term in Section 2.1(f).

“Party” or “Parties” has the meaning given to such term in the Preamble hereto.

“Parent IP” means the Intellectual Property owned by MTI and Specialty Minerals that is used or held for use in the Business as of the date hereof or that is Intellectual Property arising from the R&D Services, including the Intellectual Property set forth on Exhibit G, except that notwithstanding the foregoing, the Parent IP does not include MTI’s patent application for “Method for Pitch Control in Papermaking Field”, with application number 63/539992, filed on September 22, 2023 (“Excluded Patent”).

“Parent Tangible Assets” means, collectively, (a) the machinery, equipment, vehicles and other tangible personal property and fixed assets leased by MTI or its applicable Subsidiary pursuant to the BofA Contract or the Wheels Contract, and (b) to the extent the Chicago Railway Consent is obtained prior to the Closing pursuant to Section 7.21, the Chicago Railway Assets.

“Party” or “Parties” has the meaning given to such term in the Preamble hereto.

“Patent License Agreement” has the meaning given to such term in Section 7.14.

“Payoff Amounts” means, collectively, the BofA Payoff Amount and the Wheels Payoff Amount. For the avoidance of doubt, neither the Payoff Amount, the BofA Payoff Amount nor the Wheels Payoff Amount shall reduce the Cash Purchase Price or any other payments required to be made to the Seller or its Affiliates pursuant to the terms hereof or any other Transaction Document.

“Permits” has the meaning given to such term in Section 5.5.

“Permitted Encumbrances” means: (a) Encumbrances for Taxes, special assessments, utilities or other governmental charges not yet delinquent, that are being contested in good faith and reflected on the Seller Financial Statements, or the non-payment of which is permitted or required by the Bankruptcy Code; (b) statutory Encumbrances and rights of set-off of landlords, carriers, warehousemen, mechanics, repairmen, workmen or materialmen, in each case, arising in the Ordinary Course of Business for amounts not yet delinquent or that are being contested in good faith and reflected on the Seller Financial Statements, or such Encumbrances which have been filed of record but which have been bonded over or otherwise insured against; (c) deposits and pledges securing (i) obligations incurred in respect of workers’ compensation, unemployment insurance or other forms of governmental insurance or benefits (other than valid obligations incurred in respect of any defined benefit pension plan) or (ii) surety bonds; (d) non-exclusive licenses of Intellectual Property granted by the Seller or any of its Affiliates in the Ordinary Course of Business to customers of the Seller or its Affiliates or to service providers of Seller or its Affiliates solely for the benefit of the Seller or its Affiliates, respectively; (e) Laws now or hereafter in effect relating to real property, leases, license agreements and other

occupancy agreements, zoning regulations, building codes, entitlements and easements and similar Encumbrances and other similar matters affecting title to such real property which do not and would not reasonably be expected to have a material adverse effect on the current use or occupancy by the Seller of the real property subject thereto or the current operation of the Business thereon; (f) all matters that would be disclosed on an accurate current survey or title report or are otherwise filed or recorded in the applicable public records of the Owned Real Property or property subject to Real Property Leases that do not and would not materially interfere with the current use or occupancy by the Seller of the Owned Real Property or the property subject to Real Property Leases or the current operation of the Business thereon; (g) statutory Encumbrances creating a security interest in favor of landlords with respect to property of the Seller which do not and would not reasonably be expected to interfere with the current use or occupancy of such leased real property or the current operation of the Business thereon by the Seller in any material respect; (h) Encumbrances arising from applicable Laws of general application which do not materially interfere with the current operation of the Business; (i) Encumbrances granted by the Buyer to any lender, investor or other financing source at the Closing in connection with any financing (including any Debt Financing) for or obtained by the Buyer with respect to the Transactions; (j) Encumbrances created by the transfer of Assumed Agreements or the Assumed Real Property Leases pursuant to this Agreement; (k) subdivision, site plan control, development, reciprocal, servicing, facility, facility cost sharing or similar agreements currently existing or entered into, which do not materially interfere with the current use, occupancy or operation of the Business by the Seller of the Owned Real Property; (l) Encumbrances arising for the conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into in the Ordinary Course of Business; (m) the Encumbrances disclosed on Section 1.1(d) of the Seller Disclosure Schedule; and (n) such other Encumbrances which would not reasonably be expected to be, individually or in the aggregate, material to the Business, the Purchased Assets and the Assumed Liabilities (taken as a whole).

“Permit Transition Period” has the meaning given to such term in Section 7.13(e).

“Person” means any individual, corporation, partnership, limited partnership, limited liability company, syndicate, group, trust, association or other organization or entity or Governmental Authority. References to any Person include such Person’s successors and permitted assigns.

“Personal Information” shall mean information (in any form or media) about an identifiable individual that is “Personally Identifiable Information,” “Individually Identifiable Information,” “Personal Data” defined in applicable Law.

“Petition” means the voluntary petitions under chapter 11 of the Bankruptcy Code filed by the Debtors with the Bankruptcy Court.

“Petition Date” has the meaning given to such term in the Recitals.

“Post-Closing Tax Period” means any taxable period beginning after the Closing Date and the portion of any Straddle Period beginning after the Closing Date.

“Pre-Closing Tax Period” means any taxable period ending on or prior to the Closing Date and the portion of any Straddle Period ending on the Closing Date.

“Proceeding” has the meaning given to such term in Section 5.4.

“Professional Services” has the meaning given to such term in Section 2.4(b).

“Purchase Price” has the meaning given to such term in Section 3.1(a).

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

“R&D Services” means the research and development services that the Seller and its Affiliates (including Specialty Minerals) have provided to the Business.

“R&D Services Records” means copies of all books, records, drawings, plans data or information related to the R&D Services.

“Real Property Leases” means all leases, subleases, licenses and other occupancy Contracts with respect to real property pursuant to which the Seller is a party. For the avoidance of doubt, the Warehouse Storage Lease Agreement (if any) shall not constitute a Real Property Lease.

“Reference Time” means 11:59 p.m. (Eastern time) on the day immediately preceding the Closing Date.

“Registered IP” means all Business IP that is registered, filed or issued under the authority of, with or by any Governmental Authority (or with any Person that maintains Domain Name registrations) and all applications for any of the foregoing.

“Regulatory Laws” has the meaning given to such term in Section 7.7(a).

“Release” means disposing, discharging, injecting, spilling, leaking, pumping, pouring, leaching, dumping, emitting, escaping or emptying into, upon or through the indoor or outdoor environment, including any soil, soil vapor, sediment, subsurface strata, surface water, drinking water, ground water, ambient air, the atmosphere or any other media.

“Remedial Action(s)” means all actions to (a) investigate, clean up, remove, treat, store, manage or in any other way address any Hazardous Material or perform any reclamation, (b) prevent the Release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (c) perform pre-remedial or pre-reclamation studies and investigations or post-remedial or post-reclamation monitoring and care and (d) correct a condition of noncompliance with Environmental Laws.

“Reorganization Agreement” means, collectively, that certain Reorganization Agreement between Pfizer Inc. and MTI dated as of September 28, 1992 and that certain letter amending the same dated as of October 29, 1992 and signed by Pfizer Inc. and MTI.

“Representatives” means, with respect to a particular Person, any director, officer, employee or other authorized representative of such Person or its Subsidiaries, including such Person’s attorneys, accountants, financial advisors and restructuring advisors.

“Required Bonding” means all bonds, guarantees, sureties, cash deposits, letters of credit or other sources of collateral or financial assurance required under applicable Law, Environmental Law, Permits, or by Governmental Authorities in order to effect a full release of Seller and the Seller Related Parties from all Selling Entity Credit Obligations and Selling Entity Credit Instruments.

“Restricted Business” means the business of mining, producing, processing, marketing, distributing and selling talc and talc-based products, as conducted by the Seller on the Closing Date; *provided*, that the Restricted Business shall not include mining, producing, processing, marketing, distributing or selling substitutes for talc and talc-based products (including any calcium carbonate-based products).

“Restricted Period” has the meaning given to such term in Section 7.19(a).

“Restructuring Transaction” means a stand-alone chapter 11 plan of reorganization, under which the DIP Lender receives substantially all equity and/or debt in the reorganized Debtors.

“Retained Employee” has the meaning given to such term in Section 7.8(c).

“Retained Records” has the meaning given to such term in Section 2.1.

“Riverspan Partners Fund I LP” means Riverspan Partners Fund I LP, a Delaware limited partnership.

“Sale Hearing” means the hearing at which the Bankruptcy Court considers entry of the Sale Order.

“Sale Order” means that form of Sale Order to be filed with the Bankruptcy Court prior to the Sale Hearing in the form agreed to by the Seller with the Buyer’s written consent (such consent not to be unreasonably withheld, conditioned or delayed).

“Seller” has the meaning given to such term in the Preamble hereto.

“Seller Closing Certificate” has the meaning given to such term in Section 8.2(c).

“Seller Compensation and Benefit Program” means each (i) “employee benefit plan” as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), whether or not subject to ERISA, (ii) end of service or severance, termination protection, retirement, pension, profit sharing, deferred compensation, phantom, equity or equity-based, health or welfare, employment, independent contractor, vacation, change in control, transaction, retention, bonus or other incentive, commission, fringe benefit, paid time off or similar plan, agreement, arrangement, program or policy or (iii) other plan, Contract, policy or arrangement providing compensation or benefits, in each case whether or not written,

in the case of clauses (i)–(iii), that is sponsored, maintained contributed to, or required to be contributed to by the Seller or its Affiliates or with respect to which the Seller or its Affiliates have any Liability on behalf of any current or former Employees or Service Providers.

“Seller Disclosure Schedule” has the meaning given to such term in the Preamble to Article V.

“Seller Financial Statements” has the meaning given to such term in Section 5.8(a).

“Seller Fundamental Representations” has the meaning given to such term in Section 8.2(b).

“Seller IP” means all Intellectual Property (including the goodwill of the Seller) owned by the Seller as of the date hereof.

“Seller Properties” has the meaning given to such term in Section 5.12(a).

“Seller Related Party” means, collectively, the Seller, its Affiliates and their respective directors, officers, managers, employees, owners, advisors, agents and other Representatives.

“Seller Released Party” has the meaning given to such term in Section 7.17(a).

“Selling Entity Credit Instruments” has the meaning given to such term in Section 7.13(d) and includes the sources of collateral and/or financial assurance identified in the Credit Interest Support Agreement.

“Selling Entity Credit Obligations” has the meaning given to such term in Section 7.13(d).

“Service Provider” means any current or former directors, officers or individual independent contractors of the Seller who provide (or provided) services to the Business.

“Software” means computer programs, whether in object code, source code or other form, firmware, databases and data.

“Specialty Minerals” means Specialty Minerals (Michigan) Inc.

“Specified Employees” has the meaning given to such term in Section 7.8(a).

“Specified Party” means any of the Seller or any of its current or former Affiliates or predecessors in interest.

“Straddle Period” means any taxable period that includes, but does not end on, the Closing Date.

“Subsidiary” means, with respect to any Person, (a) any corporation or similar entity of which at least 50% of the securities or interests having, by their terms, ordinary voting power to elect members of the board of directors, or other persons performing similar functions with respect to such corporation or similar entity, is held, directly or indirectly by such Person and

(b) any partnership, limited liability company or similar entity of which (i) such Person is a general partner or managing member or has the power to direct the policies, management or affairs or (ii) such Person possesses a 50% or greater interest in the total capitalization or total income of such partnership, limited liability company or similar entity.

“Successful Bidder” has the meaning given to such term by the Bidding Procedures Order.

“Talc Claim Liability” means, as against a Specified Party, (a) any current or future Claim (i) held by any Person alleging injury to natural person(s), wrongful death, or other similar Liability arising out of or in any way relating to the presence of, or exposure to, talc, talc-containing products or any byproducts or alleged components of the foregoing (including asbestos) prior to the Closing, or (ii) held by any Person alleging damage to property arising out of or in any way relating to the alleged presence of asbestos contained in talc incorporated in a finished product prior to the Closing, and (b) any current or future Claim for contribution, reimbursement, subrogation, or indemnity (as those terms are defined by applicable Law), whether contractual or implied by applicable Law, arising out of or in any way relating to any Claim contemplated by the immediately preceding clause (a) of this definition.

“Tax” means all U.S. federal, state, local or non-U.S. income, gross receipts, capital gains, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, capital stock, ad valorem, value added, inventory, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, alternative or add-on minimum, estimated or similar taxes imposed by any Governmental Authority (to the extent the foregoing are taxes or in the nature of a tax), and including any interest, penalty or addition thereto.

“Tax Return” means any return, claim for refund, declaration, report, statement, information return or other similar document (including any related amendments, schedule or supplements of any of the foregoing) required to be filed with any Governmental Authority with respect to Taxes.

“Terminated Employees” has the meaning given to such term in Section 7.8(c).

“Third Party” means a Person other than the Buyer or an Affiliate of the Buyer.

“Third-Party Sale” means a sale of all or substantially all of the Purchased Assets to a Third Party; *provided, however*, that a Restructuring Transaction shall not constitute a Third-Party Sale.

“Trademarks” means any and all trade names, corporate names, logos, slogans, trade dress, trademarks, service marks and other source or business identifiers and general intangibles of a like nature, and trademark and service mark registrations and applications therefor and all goodwill associated with the foregoing, whether protected, created or arising under the Laws of the United States (including common law) or any other jurisdiction or under any international convention.

“Transaction Documents” means this Agreement, the Assignment and Assumption Agreement, the Bill of Sale, the IP Assignment Agreements, the Deeds, the Escrow Agreement, the Patent License Agreement, the Warehouse Storage Lease Agreement (if any), the Transition Services Agreement, the Credit Interest Support Agreement and any other Contract to be entered into by the Parties in connection with the Transactions.

“Transactions” means the transactions contemplated by this Agreement and the other Transaction Documents, including the purchase and sale of the Purchased Assets in exchange for the Purchase Price and the assumption of the Assumed Liabilities.

“Transfer Taxes” has the meaning given to such term in Section 7.10(a).

“Transferred Employees” has the meaning given to such term in Section 7.8(a).

“Transition Services Agreement” means the Transition Services Agreement to be executed and delivered by MTI and the Buyer at the Closing, substantially in the form attached hereto as Exhibit D.

“Union” means a labor union, trade union, works council or any other employee representative body.

“Warehouse Storage Lease Agreement” means the Warehouse Storage Lease Agreement (if any) with respect to certain Owned Real Property located at 8625 Montana Highway 91 South, Dillon, Montana 59725 and consisting of a warehouse located at the far northern end of the parcel, to be executed and delivered by the Buyer and the Seller or an Affiliate of the Seller at the Closing in substantially the form attached hereto as Exhibit J.

“WARN Act” means the federal Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 *et seq.* (1988) and any similar Laws, including Laws of any country, state or other locality that is applicable to a termination of employees.

“Wheels” means Wheels LT, a Delaware statutory trust.

“Wheels Assets” means, collectively, the vehicles leased by the Seller (or its applicable Affiliate) pursuant to the Wheels Contract and used or held for use in the Business.

“Wheels Contract” means, collectively, (a) that certain Lease Agreement, dated August 13, 2021, between Wheels and MTI (as amended from time to time) and (b) the other Contracts between MTI (or its applicable Affiliate) and Wheels (or its applicable Affiliate).

“Wheels Payoff Amount” means an amount of cash equal to the aggregate amount of indebtedness (plus accrued interest thereon through the Closing Date) owed by the Seller and its Affiliates to Wheels pursuant to the Wheels Contract as of immediately prior to the Closing, as set forth in the Wheels Payoff Letter.

“Wheels Payoff Letter” means an executed payoff letter dated as of the Closing Date for the aggregate amount of indebtedness owed by the and its Affiliates to Wheels pursuant to the Wheels Contract as of immediately prior to the Closing, which shall evidence the

termination of such indebtedness and the Seller's and its Affiliates' obligations and Liabilities with respect thereto upon payment by the Buyer of the Wheels Payoff Amount to Wheels pursuant to Section 3.1(b).

Section 1.2 Construction. The terms "hereby," "hereto," "hereunder" and any similar terms as used in this Agreement refer to this Agreement in its entirety and not only to the particular portion of this Agreement where the term is used. The terms "including," "includes" or similar terms when used herein shall mean "including, without limitation", and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. The word "or" when used in this Agreement is not meant to be exclusive unless expressly indicated otherwise. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, if applicable, and such phrase does not mean simply "if". The word "will" shall be construed to have the same meaning as the word "shall". Any reference to "days" means calendar days unless Business Days are expressly specified. The meanings of defined terms shall be equally applicable to the singular and plural forms of the defined terms, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. Any reference to any federal, state, provincial, local or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Unless otherwise indicated, references to (a) Articles, Sections, Schedules and Exhibits refer to Articles, Sections, Schedules and Exhibits of and to this Agreement, (b) references to \$ (dollars) are to United States Dollars and (c) a Contract means such Contract as amended from time to time. All accounting terms used in this Agreement and not otherwise defined herein have the meanings assigned to them under GAAP. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a day other than a Business Day, the period in question will end on the next succeeding Business Day. All references to dates and times herein, except as otherwise specifically noted, shall refer to New York City time.

ARTICLE II PURCHASE AND SALE

Section 2.1 Purchase and Sale of Assets. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code and on the terms and subject to the satisfaction of the conditions contained in this Agreement, at the Closing, the Seller shall sell, assign, convey, transfer and deliver to the Buyer, and solely with respect to such portion of Section 2.1(g) that constitutes Parent IP, cause MTI and Specialty Minerals to, sell, assign, convey, transfer and deliver to the Buyer, and the Buyer shall purchase and acquire from the Seller, without duplication, all of the Seller's (and as applicable for Parent IP, MTI's and Specialty Minerals') right, title and interest, free and clear of all Encumbrances (other than Permitted Encumbrances and the Assumed Liabilities), in and to the following (the "Purchased Assets," in each case except to the extent listed as, or otherwise constituting, an Excluded Asset as described in Section 2.2):

(a) all Accounts Receivable of the Seller arising under the Assumed Agreements and the Assumed Real Property Leases, in each case, following the Closing;

(b) all Inventory as of the Closing (excluding any Excluded Talc Samples);

(c) (i) all advances, prepaid assets, prepaid expenses or amounts, prepaid license payments, prepaid rents, commodity accounts, security and escrow deposits (including in respect of letters of credit, performance bonds and similar obligations) and other deposits, prepayments and other current assets, and (ii) all rent, real estate, personal property or other Taxes, utility, lease, association fees or other similar operating expenses or payments that have been paid for the month or other applicable period in which the Closing occurs, in each case prorated to reflect the number of days from and including the Closing Date to the end of the period for which such expense or payment relates (it being understood that the Buyer is to receive the benefit of such amounts for such post-Closing period), and in the case of each of clauses (i) and (ii), as of the Reference Time and to the extent primarily relating to the Business;

(d) all Non-Real Property Contracts listed on Section 2.1(d) of the Seller Disclosure Schedule (as amended from time to time in accordance with Section 2.5 hereof, the “Assumed Agreements”) assumed and assigned to the Buyer pursuant to Section 2.5;

(e) all Real Property Leases listed on Section 2.1(e) of the Seller Disclosure Schedule (as amended from time to time in accordance with Section 2.5 hereof) assumed and assigned to the Buyer pursuant to Section 2.5 (the “Assumed Real Property Leases”);

(f) all real property owned by the Seller as of the Closing and primarily used in the Business (collectively, the “Owned Real Property”) listed on Section 2.1(f) of the Seller Disclosure Schedule;

(g) all (i) Business IP and (ii) Business Computer Systems;

(h) (i) all items of machinery, equipment, vehicles, supplies, furniture, fixtures, leasehold improvements (to the extent of the Seller’s rights to any leasehold improvements under Assumed Real Property Leases) and other tangible personal property and fixed assets primarily used or held for use in the Business and owned or leased by the Seller as of the Closing, in each case to the extent primarily related to the Business, and (ii) the Parent Tangible Assets, subject to (A) the repayment and satisfaction in full of the Seller’s (or its applicable Affiliates’) obligations under the BofA Contract (with respect to the BofA Assets) and the Wheels Contract (with respect to the Wheels Assets) and the release of Encumbrances on such Parent Tangible Assets pursuant to the BofA Payoff Letter or the Wheels Payoff Letter (as the case may be) and Section 3.1, and (B) with respect to the Chicago Railway Assets, obtaining the Chicago Railway Consent pursuant to (and subject to the limitations contained in) Section 7.21;

(i) excluding any Retained Records and Excluded Talc Samples, copies of all books, records, information, files, historical emails, lists, directories, R&D Services Records, Safety Data Sheets, Technical Data Sheets, data and plans (whether written, electronic or in any other medium), advertising, promotional and marketing materials and similar items in the Seller’s possession or control as of the Closing, in each case to the extent related to the Business (collectively, the “Documentary Materials”); *provided*, that the original versions of the Documentary Materials shall not constitute Purchased Assets;

(j) all other rights-of-way, surface leases, surface use agreements, easements, real property interests, servitudes, and privileges owned or held for use by the Seller and constituting real property or a real property interest, together with the rights, tenements, appurtenant rights and privileges relating thereto, in each case, to the extent assignable or transferable under applicable Law and applicable to the Owned Real Property;

(k) all rights of the Seller under non-disclosure or confidentiality, invention assignment, work made for hire, non-compete or non-solicitation agreements with respect to the Business, including with Transferred Employees;

(l) any claims or causes of action of the Seller as of the Closing relating to any Assumed Agreement or Assumed Real Property Lease or otherwise in respect of the Purchased Assets or the Assumed Liabilities that arise from and after the Petition Date or relate to events, facts and circumstances first existing after the Petition Date, excluding any rights, claims or causes of action that are listed as or constitute Excluded Assets or Excluded Liabilities (including, for the avoidance of doubt, the Talc Claim Liabilities and the Excluded Talc Causes of Action);

(m) all rights and benefits under Environmental Permits held by the Seller for the Business, to the extent transferrable to the Buyer under Environmental Laws;

(n) all Assumed Compensation and Benefit Programs;

(o) all Mineral Rights held in the name of or for the benefit of the Seller in respect of the Business;

(p) all preference or avoidance claims and actions of the Seller (including any such claims and actions arising under Sections 544, 547, 548, 549 and 550 of the Bankruptcy Code), solely to the extent related to other Purchased Assets and the Business; *provided, however*, that the Purchased Assets shall not include preference claims or avoidance claims and actions (including any such claims and actions arising under Sections 544, 547, 548, 549 and 550 of the Bankruptcy Code) (i) against any Representatives of the Seller, Specified Parties, or Representatives of any of the foregoing or (ii) related to or arising from the Talc Claim Liabilities or Excluded Talc Causes of Action; and

(q) the assets listed on Section 2.1(q) of the Seller Disclosure Schedule.

provided, that notwithstanding anything to the contrary contained herein and without limiting the scope of the Excluded Assets described in Section 2.2, the “Purchased Assets” shall not include any books, records, information, communications, correspondence, historical emails, files or other similar information or materials (whether written, electronic or in any other medium), (i) subject to attorney-client privilege, attorney work product doctrine or other legal privilege or other legal or contractual obligations of confidentiality (other than with respect to contractual obligations primarily relating to any Purchased Asset, including any Assumed Agreement or Assumed Real Property Lease), (ii) reasonably necessary for the Seller to pursue any Excluded Talc Causes of Action, or to resolve any Talc Claim Liabilities, (iii) containing any Personal Information or (iv) among the Seller and any of its Affiliates and their respective Representatives and their counsel or any other third party, including the Official Committee of

Unsecured Creditors or the Future Claims Representative (and their respective Representatives) that relate to the negotiation of the Transactions or any other transaction relating to the sale of the Purchased Assets (including any archival copies thereof) (collectively, the “Retained Records”). For the avoidance of doubt, any commercially sensitive or proprietary information of any Affiliate of the Seller shall not constitute Purchased Assets.

Section 2.2 Excluded Assets. Notwithstanding any provision herein to the contrary, the Purchased Assets shall not include the following assets or properties of the Seller or any of its Affiliates (collectively, the “Excluded Assets”):

(a) all Cash of the Seller and any Affiliates of the Seller as of the Closing (including the bank and deposit accounts of the Business and the Seller and its Affiliates); *provided*, for the avoidance of doubt, that the Parties acknowledge and agree that the Deposit shall not constitute a Purchased Asset, but a component of the Purchase Price under Section 3.1(a)(ii) subject to Section 3.2 and the other applicable provisions of this Agreement;

(b) any records, documents or other information relating to current or former Employees that are not Transferred Employees, and any materials to the extent containing information about any Employee (including any Transferred Employee), disclosure of which would violate applicable Law;

(c) the Seller’s (i) minute books and other corporate books and records relating to their organization and existence and the Seller’s books and records relating to Taxes of the Seller, including Tax Returns filed by or with respect to the Seller, and (ii) books, records, information, files, data and plans (whether written, electronic or in any other medium), advertising and promotional materials and similar items exclusively relating to any Excluded Assets or Excluded Liabilities;

(d) the Seller’s or its applicable Affiliates’ rights under this Agreement and the other Transaction Documents (including, for the avoidance of doubt, the Warehouse Storage Lease Agreement (if any) and the Credit Interest Support Agreement), and all cash and non-cash consideration payable or deliverable to the Seller pursuant to the terms and provisions hereof and thereof;

(e) subject to Section 2.5, any Contracts other than the Assumed Agreements and the Assumed Real Property Leases;

(f) all rights, claims and causes of action of the Seller and all rights of indemnity, warranty rights, rights of contribution, rights to refunds or prepayments, rights of reimbursement and other rights of recovery, including rights to insurance proceeds (including in all cases the proceeds of D&O Claims), of the Seller (regardless of whether such rights are currently exercisable), in each case (i) related to any Excluded Asset or Excluded Liability (including any Dischargeable Environmental Costs and Liabilities, the Excluded Talc Causes of Action and the Talc Claim Liabilities) or (ii) not related to the Purchased Assets or the Business;

(g) all (i) Retained Records, (ii) Excluded Talc Samples and (iii) original versions of the Documentary Materials;

(h) any shares of capital stock or other equity interests of the Seller and any of its Affiliates and their respective Subsidiaries (including the Excluded Subsidiaries), or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interests of any of the Seller or such Persons;

(i) all (i) Accounts Receivable of the Seller arising under any Contract other than any Assumed Agreement or Assumed Real Property Lease and (ii) intercompany Accounts Receivable and other amounts receivable of the Seller owed to it by any of its Affiliates;

(j) any Seller Compensation and Benefit Program or stock option, restricted stock or other equity-based benefit plan of the Seller, and the Seller's right, title and interest in any assets of or relating thereto, that is not an Assumed Compensation and Benefit Program;

(k) all preference or avoidance claims and all other causes of action of the Seller (including any such claims and actions arising under sections 544, 547, 548, 549 and 550 of the Bankruptcy Code) to the extent not constituting Purchased Assets; for the avoidance of doubt, the Excluded Assets shall include preference claims or avoidance claims and actions (including any such claims and actions arising under Sections 544, 547, 548, 549 and 550 of the Bankruptcy Code) (i) against any Representatives of the Seller, any Specified Party or Representatives of any of the foregoing or (ii) related to or arising from the Talc Claim Liabilities or Excluded Talc Causes of Action;

(l) all Tax refunds, overpayments, credits or other attributes of the Seller and its Affiliates with respect to (i) Taxes that are Excluded Liabilities or (ii) Taxes for any Pre-Closing Tax Period;

(m) (i) a "tail" policy providing directors' and officers' liability insurance coverage for the benefit of those Persons who are covered by the Seller's directors' and officers' liability insurance policies as of the date hereof or at the Closing with respect to matters occurring prior to the Closing and (ii) all rights and benefits of any nature of the Seller with respect to all current and prior insurance policies of the Seller, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries, to the extent rights and benefits first arise prior to the Closing or relate to events, Releases, facts or circumstances first existing prior to the Closing;

(n) the D&O Claims;

(o) the Reorganization Agreement and any related rights;

(p) the Excluded Talc Causes of Action;

(q) the assets listed on Section 2.2(q) of the Seller Disclosure Schedule;

(r) the services to be provided to the Buyer pursuant to the Transition Services Agreement and any assets used, owned or held by the Seller (or any of its Affiliates) in connection with providing such services that do not otherwise expressly constitute Purchased Assets under Section 2.1;

(s) (i) any assets that are not primarily used in or primarily related to the Business, and (ii) all assets of the Seller's Affiliates (including MTI and Specialty Minerals) and their respective Subsidiaries (excluding, for avoidance of doubt, the Parent IP and, subject to the applicable terms and conditions herein, the Parent Tangible Assets); and

(t) any claims or causes of action of the Seller against any Third-Party or any Specified Party in respect of or related to any Talc Claim Liability.

Section 2.3 Assumed Liabilities. Subject to the terms and conditions of this Agreement, effective as of the Closing, the Buyer shall assume and agree to pay, perform and discharge when due in accordance with their respective terms, the following Liabilities to the extent arising out of the conduct of the Business or relating to the Purchased Assets (including any accounts payable or other amounts payable, but excluding any Excluded Liabilities) (collectively, the "Assumed Liabilities"):

(a) all Liabilities (i) for accounts payable or other amounts payable of the Business (including any such Liabilities arising out of the Assumed Agreements) as of the Reference Time, and (ii) arising out of the conduct of the Business and relating to the Purchased Assets, in the case of this clause (ii), to the extent such Liabilities first arise from and after the Closing;

(b) all Liabilities of the Seller or any of its Affiliates arising under the Assumed Agreements and the Assumed Real Property Leases;

(c) all (i) Liabilities under the Assumed Compensation and Benefit Programs, (ii) Liabilities with respect to each Employee that is not a Retained Employee, whether arising on, prior to, or following the Closing Date, including without limitation, Liabilities with respect to payroll, accrued compensation, employee leave, vacation pay, unreimbursed business expenses and benefits, severance benefits, unemployment benefits, and workers compensation and (iii) Liabilities assumed by the Buyer pursuant to Section 7.8;

(d) any Liability for (i) Taxes with respect to the Purchased Assets for any Post-Closing Tax Period (as determined in accordance with Section 7.10(b)), and (ii) any Transfer Taxes for which the Buyer is liable pursuant to Section 7.10;

(e) any Liabilities related to infringement, misappropriation or other violation of third party intellectual property rights prior to the Closing;

(f) all Environmental Costs and Liabilities arising out of, or relating to or resulting from, the Business, the Purchased Assets or the Seller, other than Dischargeable Environmental Costs and Liabilities;

(g) all costs and expenses of any closure or reclamation at any of the Purchased Assets, or of any investigation, remediation or removal of Hazardous Materials in soil, soil vapor, sediment, groundwater, or other environmental media at, under or migrating to or from any of the Purchased Assets, in each case to the extent required by Environmental Law; and

(h) the Cure Payments.

Section 2.4 Excluded Liabilities. The Buyer shall not assume or be liable for any Liabilities that are not Assumed Liabilities, including the following Liabilities (collectively, the “Excluded Liabilities”):

(a) all Liabilities for Taxes (i) with respect to the Purchased Assets for any Pre-Closing Tax Period (as determined in accordance with Section 7.10(b)), (ii) of the Seller and its Affiliates (whether or not for a Pre-Closing Tax Period), in each case excluding any Transfer Taxes and (iii) any Transfer Taxes for which the Seller is liable pursuant to Section 7.10(a);

(b) all Liabilities of the Seller or its Affiliates (including MTI and Specialty Minerals) relating to legal services, accounting services, financial advisory services, investment banking services or any other professional services (“Professional Services”) incurred in connection with this Agreement and any of the Transactions, and any pre-Petition or post-Petition Claims for such Professional Services;

(c) all intercompany accounts payable and other amounts payable owed by the Seller or its Affiliates (including MTI and Specialty Minerals), and any other intercompany obligations owed by the Seller or its Affiliates (including MTI and Specialty Minerals), to any of its Affiliates;

(d) all Liabilities of the Seller or its Affiliates (including MTI and Specialty Minerals) in respect of indebtedness for borrowed money, except for any Assumed Liabilities and the Payoff Amount;

(e) all Liabilities arising from or relating to any Excluded Talc Causes of Action and any Talc Claim Liability;

(f) any Liabilities primarily relating to or arising out of the Excluded Assets that are not otherwise Assumed Liabilities (it being understood that the foregoing is not intended to limit or modify the Buyer’s obligations under any Transaction Documents, including the Transition Services Agreement and the Credit Interest Support Agreement);

(g) any Liabilities primarily relating to or primarily arising out of the Excluded Assets that are not otherwise Assumed Liabilities and excluding any Liabilities that arise from the Buyer’s conduct following the Closing, including any Release by the Buyer following the Closing impacting or affecting the Excluded Assets;

(h) any Liabilities under any Contract that is neither an Assumed Agreement nor an Assumed Real Property Lease;

(i) any Dischargeable Environmental Costs and Liabilities that are not otherwise Assumed Liabilities;

(j) all Liabilities incurred by the Seller and its Affiliates in connection with the defense, arbitration or litigation of any Excluded Liability;

(k) all (i) Liabilities with respect to each Retained Employee, whether arising on, prior to or following the Closing Date, including, without limitation, Liabilities with respect to payroll, accrued compensation, employee leave, vacation pay, unreimbursed business expenses and benefits, severance benefits, unemployment benefits and workers compensation and (ii) Liabilities retained by the Seller pursuant to Section 7.8; and

(l) the Liabilities listed on Section 2.4(l) of the Seller Disclosure Schedule.

Section 2.5 Assumption and Assignment of Certain Contracts. The Sale Order shall provide for the assumption by the Seller, and the Sale Order shall, to the extent permitted by Law, provide for the assignment by the Seller to the Buyer, effective upon the Closing, of the Assumed Agreements and the Assumed Real Property Leases on the terms and conditions set forth in the remainder of this Section 2.5. For the avoidance of doubt, any Contract that is not an Assumed Agreement as of the Closing shall constitute an Excluded Asset or Excluded Liability from and after the Closing, as the case may be.

(a) The Seller shall use commercially reasonable efforts to provide timely and proper written notice of the Sale Hearing to all parties to any executory Contracts or unexpired leases to which the Seller is a party that are (or may be) the Assumed Agreements or the Assumed Real Property Leases and take all other actions reasonably necessary to cause such Contracts to be assumed by the Seller and assigned to the Buyer pursuant to section 365 of the Bankruptcy Code. At the Closing, the Seller shall assume and assign to the Buyer the Assumed Agreements (subject, with respect to the Chicago Railway Contract, to obtaining the Chicago Railway Consent pursuant to Section 7.21) and the Assumed Real Property Leases that may be assigned by the Seller to the Buyer pursuant to sections 363 and 365 of the Bankruptcy Code. Section 2.5(a) of the Seller Disclosure Schedule sets forth the Seller's good faith estimate (on a vendor by vendor basis) as of the date of this Agreement of the amounts necessary to cure defaults, if any, with respect to each counterparty to any of the Assumed Agreements set forth on Section 2.1(d) of the Seller Disclosure Schedule and the Assumed Real Property Leases set forth on Section 2.1(e) of the Seller Disclosure Schedule, in each case as determined by the Seller based on the Seller's books and records and good faith judgment. The Seller shall provide an update of such good faith estimate not less than three (3) Business Days prior to the Closing Date.

(b) From and after the date of this Agreement, unless this Agreement is terminated in accordance with its terms, until seven (7) days prior to the Closing Date, the Buyer may, with the prior written consent of the Seller (not to be unreasonably withheld, conditioned or delayed), designate any Contract of the Seller (to the extent primarily related to the Business and excluding the Contracts set forth on Section 2.5(b) of the Seller Disclosure Schedule), whether or not such Contract is set forth elsewhere in the Seller Disclosure Schedule, as an Assumed Agreement or Assumed Real Property Lease, or remove any such Contract from Section 2.1(d) or Section 2.1(e) of the Seller Disclosure Schedule, respectively, such that it is not an Assumed Agreement or Assumed Real Property Lease, in each case by providing written notice of such designation or removal to the Seller, in which case Section 2.1(d) or Section 2.1(e) of the Seller Disclosure Schedule, as applicable, shall be deemed to be amended to include or remove, as applicable, such Contract as an Assumed Agreement or an Assumed Real Property Lease, in each case, (i) without any adjustment to the Purchase Price (other than any

Cure Payment) and (ii) to the extent permitted by applicable Law. To the extent any Assumed Agreement or Assumed Real Property Lease, as finally determined in accordance with this Section 2.5, is with an Affiliate of the Seller and not the Seller, the Seller shall use commercially reasonable efforts to cause any such Affiliate to assign such Assumed Agreement or Assumed Real Property Lease either (i) to the Seller prior to the Closing (for subsequent assignment to the Buyer at the Closing) or (ii) to the Buyer at the Closing.

(c) In the case of any amendment by the Buyer of Section 2.1(d) or Section 2.1(e) of the Seller Disclosure Schedule pursuant to Section 2.5(b), the Seller shall give notice to the other parties to any Contract to which such amendment relates of the removal or addition of such Contract from Section 2.1(d) or Section 2.1(e) of the Seller Disclosure Schedule as applicable.

(d) The Seller shall file the Cure Schedule no later than the deadline established by the Bidding Procedures Order. The Bankruptcy Court shall deem any non-debtor party to a Contract included on the Cure Schedule that does not timely file an objection with the Bankruptcy Court to have given any required Consent to the assumption of such Contract by the Seller and assignment to the Buyer pursuant to section 365 of the Bankruptcy Code.

(e) In connection with the assumption by, and assignment to, the Buyer of any Assumed Agreement or Assumed Real Property Lease pursuant to this Section 2.5, in subtraction and setoff to the Purchase Price, the Buyer shall pay all of the cure amounts, if any, necessary to cure all defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults under the Assumed Agreements and the Assumed Real Property Leases, including any amounts payable to any landlord or counterparty under any Assumed Real Property Lease that relates to the period prior to the Assumption Approval and any amounts required to satisfy state Tax claims related to the transfer of any Real Property Lease or Owned Real Property (such amounts, collectively, the “Cure Payments”); *provided*, that to the extent such Cure Payments are not made at or prior to the Closing, all Liabilities related to such Cure Payments shall be assumed by the Buyer at the Closing as Assumed Liabilities.

(f) The Seller shall use its commercially reasonable efforts to obtain an order of the Bankruptcy Court to assign the Assumed Agreements and the Assumed Real Property Leases to the Buyer (the “Assumption Approval”) on the terms set forth in this Section 2.5. In the event the Seller is unable to assign any such Assumed Agreement or Assumed Real Property Lease to the Buyer pursuant to an order of the Bankruptcy Court, then the Parties shall use commercially reasonable efforts prior to the Closing to obtain, and to cooperate in obtaining, all Consents and Governmental Authorizations from Governmental Authorities and third parties necessary to assume and assign such Assumed Agreement or Assumed Real Property Lease to the Buyer; *provided, however*, that the Seller shall not be required to pay any amount or incur any obligation to any Person from whom any such Consent or Governmental Authorization may be required in order to obtain such Consent (including, for avoidance of doubt, the Chicago Railway Consent pursuant to Section 7.21).

(g) Notwithstanding the foregoing, a Contract shall not be an Assumed Agreement or Assumed Real Property Lease hereunder and shall not be assigned to or assumed by the Buyer to the extent that such Contract (i) is rejected by the Seller or terminated by the

Seller (with the Buyer's consent, not to be unreasonably withheld, conditioned or delayed) or the other party thereto (without any direct or indirect encouragement from the Seller), or terminates or expires by its terms, prior to the Closing and is not continued or otherwise extended upon assumption or (ii) requires a Consent or Governmental Authorization (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to the Buyer of the Seller's rights under such Contract, if such Consent or Governmental Authorization has not been obtained prior to the Closing; *provided*, that the Seller and the Buyer shall cooperate with each other in any commercially reasonable and lawful arrangements designed to provide to the Buyer the benefits of use of any such Contract for its term pursuant to and subject to the terms and conditions of Section 2.7 from and after the Closing, and nothing contained in this Section 2.5(g) shall, in and of itself and without limiting Section 7.21 with respect to the Chicago Railway Consent, be deemed to constitute an agreement to exclude from the Purchased Assets the benefits under any such Assumed Agreement or Assumed Real Property Lease as to which Consent may be necessary and has not been obtained prior to the Closing.

Section 2.6 Designation of Assets and Liabilities. At any time on or prior to the fifth (5th) Business Day prior to the Closing Date, the Buyer may, in its sole discretion by written notice to the Seller, (a) designate any of the Purchased Assets as additional Excluded Assets and/or (b) designate any of the Excluded Liabilities as additional Assumed Liabilities, which notice shall set forth in reasonable detail the assets or Liabilities so designated; *provided*, that (i) there shall be no increase or reduction in the Purchase Price in connection with any such designation by the Buyer and (ii) following such fifth (5th) Business Day period, the Buyer shall not be permitted to designate as an Excluded Asset pursuant to this Section 2.6 any Purchased Assets. Notwithstanding any other provision hereof, the Liabilities under or related to any Purchased Asset designated by the Buyer as an Excluded Asset pursuant to this Section 2.6 shall constitute Excluded Liabilities.

Section 2.7 Consents to Certain Transfers. If (a) notwithstanding the applicable provisions of Sections 363 and 365 of the Bankruptcy Code and the Sale Order and the commercially reasonable efforts of the Seller and the Buyer pursuant to Section 2.5(f), any Consent or Governmental Authorization is not obtained prior to the Closing and as a result thereof the Buyer shall be prevented by a third party from receiving the rights and benefits with respect to a Purchased Asset intended to be transferred hereunder or (b) any Purchased Asset is not otherwise capable of sale and/or assignment (after giving effect to the Sale Order and the Bankruptcy Code), then, in any such case, the Seller shall, prior to the closing of the Bankruptcy Case and subject to any approval of the Bankruptcy Court that may be required and at the request of the Buyer, cooperate with the Buyer in any lawful and commercially reasonable arrangement under which the Buyer would, to the extent practicable, obtain (for no additional cost or consideration) the economic claims, rights and benefits under such asset and assume the economic burdens and obligations with respect thereto in accordance with this Agreement, including by subcontracting, sublicensing or subleasing to the Buyer, and the Buyer shall assume any related burden and obligation with respect to such Purchased Asset only to the extent such burden and obligation would constitute an Assumed Liability if such Purchased Asset was transferred at the Closing; *provided*, that the Seller's cooperation obligations contemplated by this Section 2.7 shall not include any obligation by the Seller or any of its Affiliates to pay money (advance or otherwise) to any third party or to incur out-of-pocket

expenses unless the Buyer funds such amounts; *provided, further*, that the Buyer shall indemnify and hold harmless all Seller Related Parties from and against any and all Liabilities suffered or incurred by them in connection with the provision of any such cooperation provided or any such activities taken in connection therewith. The Buyer shall cooperate with the Seller in order to enable the Seller to provide to the Buyer the benefits contemplated by this Section 2.7. The Seller shall promptly pay to the Buyer when received all monies received by the Seller attributable to such Purchased Asset from and after the Closing Date and the Buyer shall promptly pay the Seller for all reasonable and documented out of pocket costs incurred by the Seller associated with, arising or resulting from such arrangement.

Section 2.8 Wrong Pockets.

(a) During the twelve (12)-month period following the Closing Date, if either the Buyer or the Seller becomes aware that any right, property or asset forming part of the Purchased Assets has not been transferred to the Buyer or that any right, property or asset forming part of the Excluded Assets has been transferred to the Buyer, such Party shall promptly notify the other Party and the Parties shall, as soon as reasonably practicable thereafter, use commercially reasonable efforts to cause such right, property or asset (and any related Liability) to be transferred at the expense of the Party that is seeking the assets to be transferred to it and with any necessary prior Consent, to (i) the Buyer, in the case of any right, property or asset forming part of the Purchased Assets which was not transferred to the Buyer at or in connection with the Closing, or (ii) the Seller, in the case of any right, property or asset forming part of the Excluded Assets which was transferred to the Buyer at the Closing.

(b) From and after the Closing, if either the Buyer or the Seller or any of their respective Affiliates receives any (i) funds or property that is, in the reasonable determination of the receiving Party, intended for or otherwise the property of the other Party pursuant to the terms of this Agreement or any other Transaction Document, the receiving Party shall promptly use commercially reasonable efforts to (A) notify and (B) forward such funds or property to the other Party or (ii) mail, courier package, facsimile transmission, purchase order, invoice, service request or other document that is, in the reasonable determination of the receiving Party, intended for or otherwise the property of the other Party pursuant to the terms of this Agreement or any other Transaction Document, the receiving Party shall promptly use commercially reasonable efforts to (A) notify and (B) forward such document or property to, the other Party.

(c) From and after the Closing, if either the Buyer or the Seller or any of their respective Affiliates reasonably pays any amount to any third party in satisfaction of any accounts payable arising under any Non-Real Property Contract that constitutes an Assumed Liability (with respect to any such payment by the Seller or its Affiliates) or Excluded Liability (with respect to any such payment by the Buyer or its Affiliates), (i) the paying Party shall promptly notify the other Party of such payment and (ii) to the extent the paying Party is not obligated to make such payment pursuant to the terms of this Agreement or any other Transaction Document, the other Party shall promptly reimburse the paying Party for the amount so paid by the paying Party to such third party (and, for the avoidance of doubt, the Parties acknowledge and agree that there is no right of offset with respect to such amount, whether in connection with a dispute under this Agreement or any other Transaction Document

or otherwise). Notwithstanding the foregoing or anything else herein to the contrary, in no event shall the Buyer be permitted to settle or pay for any Excluded Talc Cause of Action or Talc Claim Liability or any other Excluded Liability relating thereto without the Seller's prior written consent (and, for avoidance of doubt, the Seller shall have no Liability to reimburse or indemnify the Buyer, its Affiliates or any other Person for any amounts paid, or expenses incurred, in connection with any such settlement or payment).

Section 2.9 Inventory. From the date hereof until the earlier of the Closing and the valid termination of this Agreement in accordance with Article IX, the Seller shall provide the Buyer with electronic copies of any monthly Inventory reports in respect of finished talc-products that are prepared by the Seller in the Ordinary Course of Business during such period, in each case, as promptly as is reasonably practicable after the applicable Inventory report is finalized.

ARTICLE III PURCHASE PRICE; DEPOSIT

Section 3.1 Purchase Price.

(a) The consideration (the "Purchase Price") for the sale and transfer of the Purchased Assets from the Seller to the Buyer shall be the assumption of the Assumed Liabilities by execution of the Assignment and Assumption Agreement and:

- (i) an amount in cash equal to the Cash Purchase Price, payable at the Closing pursuant to Section 3.1(b); *plus*
- (ii) the Deposit, subject to Section 3.2.

(b) On the Closing Date, (i) the Buyer shall pay or cause to be paid to the Seller or its designee(s), by wire transfer of immediately available funds to an account or series of accounts designated by the Seller prior to the Closing, an amount or amounts in cash equal, in the aggregate, to the Cash Purchase Price, and (ii) concurrently with or promptly following the Closing, the Buyer shall pay (A) the BofA Payoff Amount to BofA (or its applicable Affiliate) pursuant to the BofA Payoff Letter, and (B) the Wheels Payoff Amount to Wheels (or its applicable Affiliate) pursuant to the Wheels Payoff Letter.

Section 3.2 Deposit Escrow. Prior to the date hereof, the Seller and the Buyer entered into an escrow agreement as set forth in Exhibit E (the "Escrow Agreement") with Citibank, N.A. (the "Escrow Agent"), and the Buyer shall (a) deposit immediately into escrow with the Escrow Agent an amount equal to \$3,200,000 or (b) deposit any additional amounts required to be deposited following the Auction pursuant to the terms of the Bidding Procedures Order (the amounts so deposited pursuant to the preceding clauses (a) and (b), together with any interest accrued thereon, the "Deposit") by wire transfer of immediately available funds pursuant to the terms of this Agreement and the Escrow Agreement. The Deposit shall not be subject to any Encumbrance, attachment, trustee process or any other judicial process of any creditor of any of the Parties; *provided*, that the Seller's right to receive the Deposit in accordance with the terms of this Agreement shall be subject to the Encumbrances securing the DIP Obligations. The Deposit shall become payable to the Seller upon the earlier of (i) the Closing, (ii) the

occurrence of Fraud by the Buyer or (iii) the valid termination of this Agreement by the Seller pursuant to Section 9.1(d) or Section 9.1(i), (any such termination described in the immediately foregoing clause (ii), a “Buyer Default Termination”). If the Closing occurs, the Deposit shall be delivered by the Escrow Agent to an account designated by the Seller by wire transfer of immediately available funds as payment of a portion of the Purchase Price as contemplated hereunder and prior to the Closing, the Buyer and the Seller shall jointly instruct (and the Buyer shall execute and deliver any such joint instruction as soon as reasonably practicable (but in any event within two (2) Business Days) following the Seller’s request) the Escrow Agent to make such delivery of the Deposit to the Seller. If the Deposit becomes payable to the Seller by reason of a Buyer Default Termination, then either (1) the Seller and the Buyer shall promptly jointly instruct the Escrow Agent to disburse (and the Buyer shall execute any such joint instruction as soon as reasonably practicable (but in any event within two (2) Business Days following the Seller’s request)), or (2) the Seller or the Buyer shall deliver to the Escrow Agent an Order from a court of competent jurisdiction directing the Escrow Agent to disburse, the Deposit to the Seller, in each case in accordance with the Escrow Agreement, and the Escrow Agent shall, within two (2) Business Days after receiving such joint instruction or Order, as the case may be, disburse the Deposit to an account designated by the Seller by wire transfer of immediately available funds and the Deposit shall be retained by the Seller for its own account; *provided*, that in the event the Buyer does not instruct the Escrow Agent to disburse the Deposit to the Seller when such instruction is required pursuant to this Section 3.2 (whether or not this Agreement is terminated), (I) interest on the amount of the Deposit as of the date the Deposit first becomes eligible to be released to the Seller under this Section 3.2 shall accrue at the prime rate reported in The Wall Street Journal in effect on such date through the date on which the Deposit is actually released to the Seller and the Buyer shall pay such interest to the Seller by wire transfer of immediately available funds to an account designated by the Seller on the date of such release, and (II) the Buyer shall reimburse the Seller for all reasonable and documented out of pocket costs and expenses (including attorneys’ fees, costs, expenses and disbursements) incurred by the Seller in connection with obtaining the release of the Deposit to the Seller under this Section 3.2. Notwithstanding anything to the contrary contained herein or otherwise, other than in the case of the Buyer’s Fraud and without limiting the Seller’s right to seek specific performance to cause the Buyer to comply with its obligations under this Section 3.2 or Riverspan Partners Fund I LP’s obligations under the Equity Commitment Letter (either directly or indirectly through the Buyer), the release of the Deposit to the Seller following a Buyer Default Termination (together with the payment of the amounts described in clauses (I) and (II) of this Section 3.2) of this shall be the sole and exclusive remedy available to the Seller and any other Person against the Buyer and any of its Affiliates in connection with this Agreement, the Transaction Documents and the Transactions (including as a result of the failure to consummate the Closing or for a breach or failure to perform hereunder or otherwise) and neither the Buyer nor any of its Affiliates shall have any further Liability relating to or arising out of this Agreement, the Transaction Documents or the Transactions. Notwithstanding anything to the contrary herein, if this Agreement is validly terminated in accordance with Article IX for any reason other than a Buyer Default Termination, then the Deposit shall become returnable to the Buyer and promptly after such termination, but in any event within two (2) Business Days of such termination, the Seller and the Buyer shall instruct the Escrow Agent to release the Deposit to the Buyer. Each of the Parties acknowledges and agrees that: (x) the agreements contained in this Section 3.2 are an integral part of the Transactions and this Agreement; and (y) the

Deposit (together with the payment of the amounts described in clauses (I) and (II) of this Section 3.2) is not a penalty, but rather liquidated damages in a reasonable amount that will reasonably compensate the Seller in the circumstances in which such Deposit (and the amounts described in clauses (I) and (II) of this Section 3.2) is payable for the efforts and resources expended and opportunities foregone by the Seller while negotiating and pursuing the Transactions and this Agreement and in reasonable reliance on this Agreement and on the reasonable expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision. For the avoidance of doubt, the Seller may pursue both (A) a grant of specific performance to require the Buyer to comply with its obligations hereunder (including to consummate the Closing pursuant to Section 4.1 as and to the extent permitted under Section 10.12) or, subject to the terms and conditions of the Equity Commitment Letter, Riverspan Fund I LP of its obligations under the Equity Commitment Letter, and (B) the payment to the Seller of the Deposit (and the amounts described in clauses (I) and (II) of this Section 3.2) under this Section 3.2 (it being understood that the Seller shall not be entitled to receive both a grant of specific performance to consummate the Closing and the payment of the Deposit).

Section 3.3 Allocation. The Buyer shall, not later than sixty (60) days after the Closing Date, prepare and deliver to the Buyer an allocation of the Purchase Price (with respect to the Assumed Liabilities and other relevant items, to the extent properly taken into account for Tax purposes) among the Purchased Assets (the “Allocation”) in accordance with Section 1060 of the Code, the Treasury Regulations thereunder and other applicable Law for the Seller’s review and approval (such approval not to be unreasonably withheld, conditioned or delayed). Any reasonable comments provided by the Seller to the Buyer in accordance with this Section 3.3 shall be considered by the Buyer in good faith. The Allocation shall be conclusive and binding on the Parties unless the Seller notifies the Buyer in writing that the Seller objects to one or more items reflected in the Allocation, and specify the reasonable basis for such objection, within ten (10) days after delivery to the Seller of the Allocation. In the case of such an objection, the Seller and the Buyer shall negotiate in good faith to resolve any disputed items. Any resolution by the Seller and the Buyer shall be conclusive and binding on the parties once set forth in writing (any such conclusive and binding Allocation, the “Final Allocation”). If the Seller and the Buyer are unable to resolve all disputed items within fifteen (15) days after the delivery of the Seller’s written objection to the Buyer, the Buyer and the Seller shall jointly retain a mutually agreed independent internationally recognized accounting firm (the “Accounting Firm”) (which may in turn select an appraiser, if needed) to resolve any disputed item(s). The costs, fees and expenses of the Accounting Firm shall be shared by the Buyer, on one hand, and the Seller, on the other, in inverse proportion to the relative amounts of the disputed amount determined in favor of the Buyer and the Seller, respectively (such proportional responsibility to be determined conclusively by the Accounting Firm). The Accounting Firm shall resolve any such dispute within thirty (30) days after the retention, and the Final Allocation shall be adjusted to reflect any such resolution of any disputed item(s). The Parties agree to (and shall cause their affiliates to) file all Tax Returns (including the filing of IRS Form 8594 with their U.S. federal income Tax Return for the taxable year that includes the date of the Closing) consistent with, and shall not take any position in connection with Tax matters that is inconsistent with, the Final Allocation unless otherwise required by a final determination within the meaning of Section 1313 of the Code or any corresponding provision of state, local or non-U.S. Law, or as the Buyer or the Seller (as applicable) determines is

necessary to settle a dispute with a Tax authority after making a good faith effort to defend the Final Allocation. In the event that a Governmental Authority disputes the Final Allocation, the Party receiving notice of such dispute shall promptly notify the other Party, and the Seller and the Buyer shall, and shall cause their respective Affiliates to, use commercially reasonable efforts to defend such Final Allocation in any applicable proceeding. Notwithstanding the foregoing, in administering the Bankruptcy Case, the Bankruptcy Court shall not be required to apply the Final Allocation, and the Seller and any other parties in interest, shall not be bound by such Final Allocation, for purposes of determining the manner in which the Purchase Price should be allocated among the Purchased Assets for non-Tax purposes. In the event of any purchase price adjustment for income Tax purposes, the Final Allocation shall be adjusted in a manner consistent with this Section 3.3.

ARTICLE IV THE CLOSING

Section 4.1 Time and Place of the Closing. Upon the terms and subject to the satisfaction or, to the extent permitted by applicable Law, waiver of the conditions contained in Article VIII of this Agreement, the closing of the sale of the Purchased Assets and the assumption of the Assumed Liabilities contemplated by this Agreement (the “Closing”) shall take place either by virtual means or at the offices of Latham & Watkins LLP, 1271 Avenue of the Americas, New York, NY 10020, at 8:00 a.m. (Eastern time) as promptly as practicable, and at no time later than the third (3rd) Business Day, following the date on which the conditions set forth in Article VIII have been satisfied or, to the extent permitted by applicable Law, waived by the applicable Party in writing (other than conditions which by their nature are to be satisfied at the Closing, but subject to the satisfaction or, to the extent permitted, waiver of such conditions at or prior to the Closing), or at such other place and time as the Buyer and the Seller may mutually agree; *provided*, that (a) the Seller shall be entitled to extend the Closing Date to the last Business Day of the Seller’s fiscal month in which the Closing would otherwise occur, *provided, further*, that if the Closing has not occurred on or prior to May 28, 2024, the Buyer may elect to cause the Closing to occur on any Business Day of the calendar month in which the Closing would otherwise occur if (and only if) the Buyer delivers at least fifteen (15) days’ advance written notice of such election to the Seller, and (b) without the prior written consent of the Buyer, the Closing shall not occur prior to the date that is forty (40) days after the date of this Agreement. The date on which the Closing actually occurs is herein referred to as the “Closing Date.”

Section 4.2 Deliveries by the Seller. At the Closing, the Seller shall deliver or cause to be delivered the following to the Buyer:

- (a) the Bill of Sale, duly executed by the Seller;
- (b) the Assignment and Assumption Agreement, duly executed by the Seller;
- (c) the IP Assignment Agreement, duly executed by the Seller;
- (d) the Patent License Agreement, duly executed by MTI;
- (e) the Transition Services Agreement, duly executed by MTI;

Seller;

(f) Deeds with respect to all Owned Real Property, duly executed by the

(g) a copy of the Sale Order as entered by the Bankruptcy Court;

(h) the certificate contemplated by Section 8.2(c) (the “Seller Closing Certificate”);

(i) certified copies of the resolutions duly adopted by the Seller’s board of directors (or similar governing body) authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents, and the consummation of each of the Transactions;

(j) a properly completed and duly executed IRS Form W-9 from the Seller;

(k) at least three (3) Business Days prior to the Closing Date, a draft of each of the BofA Payoff Letter and the Wheels Payoff Letter, in each case (i) confirming the BofA Payoff Amount and the Wheels Payoff Amount, respectively (which, for avoidance of doubt, shall equal the aggregate outstanding amount required to be paid to fully satisfy all principal, interest, prepayment premiums, penalties, breakage costs or any other outstanding and unpaid obligations in respect of all Indebtedness outstanding as of the Closing Date under the BofA Contract and the Wheels Contract, respectively), (ii) providing that, upon payment in full of the Payoff Amounts indicated therein in immediately available funds, (A) all Encumbrances granted to the lenders (or agent therefor) in connection therewith and all loan and collateral documentation entered into in connection therewith shall automatically be released and terminated and be of no further force and effect and (B) all collateral in the possession of the lenders (or agent therefor) in connection therewith shall be promptly returned to the Seller or their respective designees, and (iii) otherwise be in form and substance reasonably acceptable to the Buyer;

(l) the Warehouse Storage Lease Agreement, duly executed by the Seller; *provided*, that if the Seller and its Affiliates transfer the Excluded Talc Samples from the Owned Real Property to a site owned, leased or otherwise controlled by MTI (or its applicable Affiliate) in a manner reasonably acceptable to the Seller prior to the Closing, then neither the Seller nor the Buyer shall be required to execute and deliver the Warehouse Storage Lease Agreement pursuant to this Section 4.2(l) or Section 4.3(h), respectively; and

(m) the Credit Interest Support Agreement, duly executed by MTI.

Section 4.3 Deliveries by the Buyer. At the Closing, the Buyer shall deliver or cause to be delivered the following to the Seller:

(a) the Cash Purchase Price, payable in accordance with Section 3.1(b);

(b) the Bill of Sale, duly executed by the Buyer;

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

- (d) the IP Assignment Agreement, duly executed by the Buyer;
- (e) the Patent License Agreement, duly executed by the Buyer;
- (f) the Transition Services Agreement, duly executed by the Buyer;
- (g) certified copies of the resolutions duly adopted by the Buyer's board of directors (or applicable governing body) authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of each of the Transactions;
- (h) the Warehouse Storage Lease Agreement, duly executed by the Buyer; *provided*, that if the Seller and its Affiliates transfer the Excluded Talc Samples from the Owned Real Property to a site owned, leased or otherwise controlled by MTI (or its applicable Affiliate) in a manner reasonably acceptable to the Seller prior to the Closing, then neither the Seller nor the Buyer shall be required to execute and deliver the Warehouse Storage Lease Agreement pursuant to Section 4.2(l) or this Section 4.3(h), respectively;
- (i) the Credit Interest Support Agreement, duly executed by the Buyer and Riverspan Fund I LP; and
- (j) the certificate contemplated by Section 8.3(c) (the "Buyer Closing Certificate").

ARTICLE V REPRESENTATIONS AND WARRANTIES OF THE SELLER

Except (a) as set forth in the disclosure schedule delivered by the Seller to the Buyer (the "Seller Disclosure Schedule") concurrently with, and as part of, this Agreement (with specific reference to the representations and warranties in this Article V to which the information in such schedule relates) and (b) for such exceptions that result from the filing and commencement of the Bankruptcy Case, including the entry of the Sale Order and any other Orders of the Bankruptcy Court necessary to consummate the Transactions, the Seller hereby represents and warrants to the Buyer (in the case of any assets or liabilities of the Seller, solely with respect to the Business, the Purchased Assets and the Assumed Liabilities) as follows:

Section 5.1 Organization, Standing and Corporate Power. (a) The Seller is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware, the jurisdiction of its incorporation or organization, and has all the requisite corporate or other entity power and authority to own or lease all of its properties and assets and to carry on its business as it is now being conducted and (b) prior to the commencement of the Bankruptcy Case, the Seller is duly licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed or qualified has not had, or would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.2 Authority; Execution and Delivery; Enforceability. The Seller has all necessary power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party, to perform and comply with each of its obligations hereunder and thereunder and, upon entry and effectiveness of the Sale Order or Final Order, in accordance with the terms hereof and thereof, will have all necessary corporate or similar authority to consummate the Transactions. The execution and delivery by the Seller of this Agreement and the other Transaction Documents to which the Seller or an Affiliate of the Seller, as applicable, is a party, the performance and compliance by the Seller or such Affiliate with its obligations herein and therein, and the consummation by it of the Transactions have been duly and validly authorized and approved by all necessary corporate or other action on the part of the Seller or any such Affiliate, as applicable, and no other corporate or other Proceedings on the part of the Seller or such Affiliate and no other stockholder votes are necessary to authorize the execution of this Agreement or the other Transaction Documents, or the performance or consummation by the Seller or such Affiliate of the Transactions. The Seller has duly and validly executed and delivered this Agreement and will (at the Closing) duly and validly execute and deliver the other Transaction Documents to which it is a party and, assuming the due authorization, execution and delivery by the Buyer of this Agreement and the other Transaction Documents to which it is party, and by the other parties to the Transaction Documents, this Agreement constitutes and the other Transaction Documents will constitute (as of the Closing) legal, valid and binding obligations of the Seller and its applicable Affiliates, enforceable against the Seller and its applicable Affiliates in accordance with its terms, subject in all cases to (a) bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Laws of general application affecting or relating to the enforcement of creditors' rights generally and (b) general equitable principles, whether considered in a proceeding at law or in equity (such exceptions described in the foregoing clauses (a) and (b), collectively, the "Enforceability Exceptions").

Section 5.3 No Conflicts.

(a) The authorization, execution and delivery of this Agreement and the other Transaction Documents does not and will not, and the performance by the Seller of this Agreement and the other Transaction Documents will not, except to the extent excused by or unenforceable as a result of the filing of the Bankruptcy Case and except for the entry and effectiveness of the Sale Order, with or without notice, lapse of time or both, (i) conflict with or violate any provision of the Seller's organizational or governing documents, (ii) assuming that all consents, approvals, authorizations and permits described in Section 5.3(b) have been obtained and all filings and notifications described in Section 5.3(b) have been made and any waiting periods thereunder have terminated or expired, conflict with or violate any Law, Permit or Order applicable to the Seller or its applicable Affiliates or by which any property or asset of the Seller or its applicable Affiliates are bound or affected or (iii) except as set forth in Section 5.3(a) of the Seller Disclosure Schedule, require any consent or approval under, result in any breach of or any loss of any benefit under, constitute a change of control or default (or an event which with notice or lapse of time or both would become a default) under or give to others any right of termination, vesting, amendment, acceleration or cancellation of, or result in the creation of a Encumbrance (other than a Permitted Encumbrance), in each case on or with respect to any Purchased Assets pursuant to or under, any Material Contract or material Permit to which the Seller is party, except, with respect to clauses (ii) and (iii), for any such conflicts,

violations, breaches, defaults or other occurrences which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Assuming the accuracy of the representations and warranties of the Buyer in Section 6.3(a), the execution and delivery by the Seller of this Agreement and the other Transaction Documents does not and will not, and the consummation by the Seller or its Affiliates of the Transactions and compliance by the Seller with any of the terms or provisions hereof will not, require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Authority, except (i) compliance with any applicable requirements under applicable Law, (ii) the entry of the Sale Order by the Bankruptcy Court and (iii) such other Consents where the failure to obtain such Consents would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

Section 5.4 Legal Proceedings and Orders. Except as described in Section 5.4 of the Seller Disclosure Schedule, other than in connection with the Bankruptcy Case, Excluded Talc Causes of Action and Talc Claim Liabilities, there is no material pending or, to the Knowledge of the Seller, threatened action, suit, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding or any informal proceeding) or investigation pending or being heard by or before, or otherwise involving, any Governmental Authority, arbitrator, arbitration panel or any other Person (each a “Proceeding”) against or affecting the Seller, the Business, the Purchased Assets or the Assumed Liabilities, and no Person has commenced or, to the Knowledge of the Seller, threatened in writing to commence any Proceeding (a) that relates to and would reasonably be expected to be, individually or in the aggregate, material to the Business or any of the Purchased Assets, taken as a whole or (b) that would reasonably be expected to, individually or in the aggregate, have the effect of preventing, materially delaying, making illegal or otherwise materially interfering with any of the transactions contemplated by this Agreement. To the Knowledge of the Seller, except as described in Section 5.4 of the Seller Disclosure Schedule, there is no material Order to which the Seller or any of the Purchased Assets is subject.

Section 5.5 Permits. Section 5.5 of the Seller Disclosure Schedule, sets forth a true, correct and complete list of material federal, state, provincial, local and foreign governmental licenses, franchises, permits, clearances, variances, registrations, consents, rights, agreements, approvals, orders, exemptions, billing, qualifications and authorizations (“Permits”) necessary for the conduct of the Business and the ownership and use of the Seller’s properties and assets, as presently conducted and used, including Environmental Permits, and except as set forth in Section 5.5 of the Seller Disclosure Schedule, each of the Permits material to the Business and the Purchased Assets, taken as a whole, is valid, subsisting and in full force and effect, except as would not reasonably be expected to be, individually or in the aggregate, material to the Business, the Purchased Assets and the Assumed Liabilities (taken as a whole).

Section 5.6 Compliance with Law. The Seller is in compliance and for the past five (5) years, has been in compliance with all Laws and Orders relating to the Assumed Liabilities (including payment and discharge thereof in the ordinary course), the Purchased Assets (including the use thereof) and the conduct of the Business, except (a) for such past noncompliance as has been remedied and imposes no continuing current or future obligations or costs on the Seller (or, after the Closing, the Buyer) (b) as would not, or would not reasonably

be expected to be, individually or in the aggregate, material to the Business, the Purchased Assets and the Assumed Liabilities, taken as a whole or (c) except as set forth in Section 5.6 of the Seller Disclosure Schedule. Except as set forth in Section 5.6 of the Seller Disclosure Schedule, the Seller has not received any written citation, complaint, Order or other communication during the past five (5) years, from a Governmental Authority that alleges that the Seller is not in compliance with any Law or Order, except where any non-compliance, individually or in the aggregate, would not, and would not reasonably be expected to be, material to the Business, the Purchased Assets or the Assumed Liabilities.

Section 5.7 Absence of Certain Developments. Since the Balance Sheet Date, (a) no Material Adverse Effect has occurred and (b) except as set forth in Section 5.7 of the Seller Disclosure Schedule and other than in connection with the Bankruptcy Case, the Business been conducted, in all material respects in the Ordinary Course of Business.

Section 5.8 Financial Statements.

(a) Section 5.8(a) of the Seller Disclosure Schedule contains: (i) the unaudited pro-forma income statements of the Business for each of the twelve-month periods ended December 31, 2023, December 31, 2022, and December 31, 2021; and (ii) the unaudited pro-forma balance sheets of the Business as of December 31, 2023 (such balance sheet, the “Latest Balance Sheet” and such date, the “Balance Sheet Date”), December 31, 2022, and December 31, 2021 (all such financial statements referred to in clauses (i) and (ii), the “Seller Financial Statements”). Except as set forth on Section 5.8(a) of the Seller Disclosure Schedule, the Seller Financial Statements present fairly in all material respects the financial condition, results of operations and cash flows of the Seller as of the times and for the periods referred to therein in all material respects in accordance with GAAP, consistently applied (in each case, subject to (x) the absence of footnote disclosures and other presentation items and (y) changes resulting from year-end adjustments).

(b) The Seller does not have any Liabilities required by GAAP to be reflected or reserved on a balance sheet of the Seller (or the notes thereto) except (i) as disclosed, reflected or reserved against in the most recent balance sheet included in the Seller Financial Statements or the notes thereto, (ii) for Liabilities incurred in the Ordinary Course of Business since the Balance Sheet Date, (iii) for Liabilities arising out of or in connection with this Agreement or the other Transaction Documents, the Transactions or disclosed in Section 5.8(b) of the Seller Disclosure Schedule, (iv) for Liabilities that, individually or in the aggregate, are not, and would not reasonably be expected to be, material to the Business or the Purchased Assets, taken as a whole, (v) for Liabilities that will be or are Liabilities of the Seller incidental to its role as the debtor in the Bankruptcy Case and that will not result in any Encumbrance (other than a Permitted Encumbrance) on the Purchased Assets following the entry of the Sale Order, or (vi) the Talc Claim Liabilities.

Section 5.9 Employee Benefit Plans; Labor.

(a) Section 5.9(a) of the Seller Disclosure Schedule sets forth a true and complete list of each Seller Compensation and Benefit Programs. No Seller Compensation and Benefit Program is subject to Laws of any jurisdiction other than the United States.

(b) With respect to each Seller Compensation and Benefit Program, the Seller has made available to the Buyer, as of the date hereof, or as reasonably practicable thereafter, to the extent applicable, true, correct and complete copies of (i) the Seller Compensation and Benefit Program plan document, including any amendments thereto, and all related trust documents, insurance contracts or other funding vehicles, (ii) a written description of such Seller Compensation and Benefit Program if such plan is not set forth in a written document, (iii) the most recent summary plan description together with the summary or summaries of all material modifications thereto, (iv) the most recent IRS determination, advisory or opinion letter, (v) the three recent annual report (Form 5500 or 990 series and all schedules and financial statements attached thereto), (vi) the annual discrimination testing for the three most recently completed plan years, and (vii) all material and non-routine correspondence to or from the IRS, the United States Department of Labor (“DOL”), the Pension Benefit Guaranty Corporation or any other Governmental Authority received in the last three (3) years prior to the date hereof with respect to such Seller Compensation and Benefit Program.

(c) Except as would not result in material Liability to the Buyer, each Seller Compensation and Benefit Program has been administered in accordance with its terms and all applicable Laws in all material respects, including ERISA and the Code. There is no pending, or to the Knowledge of the Seller, threatened, Proceeding against or with respect to any Seller Compensation and Benefit Program, including any audit or inquiry by any Governmental Authority (other than routine claims for benefits and appeals thereof), except as would not reasonably be expected to be material to the Business, the Purchased Assets and the Assumed Liabilities (taken as a whole).

(d) Each Seller Compensation and Benefit Program that is intended to be qualified under Section 401(a) of the Code has received or is the subject of a favorable determination, opinion or advisory letter from the IRS regarding its tax-qualified status. To the Knowledge of the Seller, there are no existing circumstances or any events that have occurred that would reasonably be expected to adversely affect the qualified status of any such Seller Compensation and Benefit Program.

(e) Except as set forth on Section 5.9(e) of the Seller Disclosure Schedule, neither the Seller, nor any trade or business that, together with the Seller, would be deemed a single employer within the meaning of Section 4001 of ERISA (an “ERISA Affiliate”) maintains, contributes to or sponsors (or has in the past six (6) years maintained, contributed to or sponsored), or otherwise have any Liability in respect of, a multiemployer plan as defined in Section 3(37) of ERISA or a defined benefit pension plan or any plan, program or arrangement or that is subject to Title IV or Section 302 of ERISA or Section 412 of the Code. No Seller Compensation and Benefit Program provides post-employment health or welfare benefits for any current or former director, officer, Employee or individual independent contractor of the Seller (or its dependents), in any jurisdiction that would reasonably be likely to be material to the Business, the Purchased Assets and the Assumed Liabilities (taken as a whole), other than as required under COBRA at the participant’s sole expense or as required by other applicable Law.

(f) The consummation of the transactions contemplated by this Agreement (alone or in conjunction with any other event, including any termination of employment), will not (i) accelerate the time of payment or vesting, or materially increase the amount, of compensation due to any employee, officer, director or other Person with respect to the Seller who is a “disqualified individual” (as such term is defined in proposed Treasury Regulation Section 1.280G-1) under any Seller Compensation and Benefit Program, (ii) cause the Seller to transfer or set aside any assets to fund any benefits under any Seller Compensation and Benefit Program or (iii) be reasonably expected to result in any “disqualified individual” with respect to any Seller receiving any “excess parachute payment” (each such term as defined in section 280G of the Tax Code), determined without regard to any arrangements that may be implemented by Buyer or any of its Affiliates. No Seller Compensation and Benefit Program provides for the gross-up or reimbursement of Taxes under Section 4999 or Section 409A of the Code.

(g) The Seller is operating, and for the past three (3) years has operated in material compliance, with all applicable Laws regarding employment and employment practices including all Laws with respect to employment documentation, employee classification under the Fair Labor Standards Act (“FLSA”), wages and hours, human rights, pay equity, work place safety and health, workers’ compensation, unemployment insurance, classification as independent contractors or employees, child labor laws, background checks, pay transparency, collective bargaining, leaves of absence, equal employment opportunities, fair employment practices, plant closings and mass layoffs, sexual harassment, discrimination based on sex, race, disability, health status, pregnancy, religion, national origin, age or other characteristic protected by applicable Laws, workers’ compensation, immigration and work authorization, social security and Taxes, the Immigration Reform and Control Act, and occupational safety and health requirements. The Seller is not, nor has the Seller in the past three (3) years been, liable for the payment of any compensation, damages, fines, penalties or other amounts, however designated, for failure to comply with any of the foregoing. The Seller is and has for the last three (3) years been in compliance with its obligations under the WARN Act and similar applicable Laws, and all other notification and bargaining obligations arising under any applicable agreement or statute.

(h) Section 5.9(h) of the Seller Disclosure Schedule lists all of the Seller’s Employees as of the date of this Agreement. For all such Employees, Section 5.9(h) of the Seller Disclosure Schedule lists: (i) name or employee identification number; (ii) title or position (including whether full or part time); (iii) current salaries, wages, bonuses, commissions and other compensation; (iv) dates of hire/engagement, service credits for purposes of vesting and participation eligibility under any Seller Compensation and Benefit Program and accrued vacation, sick leave or time off (or pay in lieu of vacation, sick leave or time off) as of the end of the last full calendar month preceding the Closing Date; and (v) classification as exempt versus non-exempt under the FLSA and similar state Laws. The Seller has made available to the Buyer all written employee handbooks, policies and programs applicable to its personnel.

(i) In the last three (3) years, no Person has been engaged by the Seller as or in the capacity of an independent contractor who does not qualify for such status under all Laws and Contracts applicable to the Seller, and all employees who have been classified as overtime exempt under the FLSA (and state and local counterpart Laws) have been properly classified as

such. No such Person nor any Governmental Authority has made or, to the Knowledge of the Seller, threatened any claim that such Person is or should be classified as an employee of the Seller (whether under applicable Law, any service agreement or otherwise). except as would not result in material Liability to the Seller and its Affiliates.

(j) The Seller is not a party to a collective bargaining agreement covering the Employees, and no such agreement is currently being negotiated or contemplated. With respect to any of the Employees, there is no pending or, to the Knowledge of the Seller, threatened: (i) strike, slowdown, picketing or work stoppage; (ii) charge, grievance proceeding or other claim against or affecting the Seller relating to the alleged violation of any Law pertaining to labor relations, including any charge or complaint filed by an Employee or union representing any Employee with the National Labor Relations Board or any comparable Governmental Authority; (iii) union organizational activity or other labor or employment dispute against or affecting the Seller; or (iv) application for certification of a collective bargaining agent. There is no lockout of any of the Seller's Employees, and the Seller is not contemplating such action.

(k) Except as set forth on Section 5.9(k) of the Seller Disclosure Schedule, for the last three (3) years there have not been, and there are no, suit, actions, arbitrations, proceedings, litigations, claims, charges, demands or complaints made, pending or, to the Knowledge of the Seller, threatened to be made, before any Governmental Authority, or under any private dispute resolution procedure, with respect to any alleged violation of any employment Laws with respect to any Service Provider. During the past three (3) years, none of the employment policies of the Seller applicable to the Employees or practices of the Seller with respect to the Service Providers have been audited or, to the Knowledge of the Seller, investigated or been subject to imminent audit or investigation, by any Governmental Authority and no Service Provider has made any formal complaint concerning unlawful discrimination, retaliation, failure to provide reasonable accommodation, whistleblowing, failure to properly pay wages or other compensation, unfair labor practices or any other alleged violation of Law concerning employment or labor matters.

(l) Under Law, contract or otherwise, none of the Service Providers has a claim against the Seller with respect to: (i) overtime pay other than overtime pay for the current payroll period; (ii) wages or salaries other than wages or salaries for the current payroll period; or (iii) vacation, sick leave or time off (or pay in lieu of vacation, sick leave or time off), other than vacation, sick leave or time off (or pay in lieu thereof) accruing in the Ordinary Course of Business since the end of the last full calendar month preceding the Closing Date. The Seller has made all required payments to the relevant unemployment compensation reserve accounts with the appropriate Governmental Authorities with respect to its employees and such accounts have positive balances.

(m) The employment of each of the Employees is terminable at will without cost to the Seller other than reimbursements for business expenses in the Ordinary Course of Business and payments of accrued salaries, wages and vacation pay.

(n) The Seller is, and in the last three (3) years has been, in compliance with all applicable laws governing immigration and work authorization, including, without

limitation, the requirements of the Immigration Reform Control Act of 1986, as amended, and all Forms I-9, to the extent subject to retention under applicable Law, have been completed in accordance with applicable Law. Section 5.9(n) of the Seller Disclosure Schedule sets forth all employees holding nonimmigrant visas sponsored by the Seller, including the type of visa, its expiration date, and whether the Seller has filed any necessary renewal applications.

(o) In the past three (3) years, the Seller has not terminated or announced the termination of any employee that would trigger any liability pursuant WARN Act or any state equivalent.

(p) To the Knowledge of the Seller, within the last three (3) years: (x) no allegation of sexual harassment has been made against any current or former Service Provider of the Seller who is an executive officer of the Seller; and (y) the Seller has not entered into any settlement agreements related to allegations of sexual harassment made by any Service Provider. The Seller has not taken any action that was calculated to dissuade any of the Seller's Service Providers from being associated with the Buyer after the Closing.

Section 5.10 Material Contracts.

(a) Section 5.10(a) of the Seller Disclosure Schedule sets forth a list of each Material Contract as of the date of this Agreement. For purposes of this Agreement, "Material Contract" means any of the following types of the Contracts to which the Seller is a party or by which the Seller is bound:

(i) (A) any Contract regarding the employment or engagement of the Seller's personnel (whether employees or independent contractors) to the extent such personnel receive compensation in excess of \$150,000 per annum, that is (A) an employment, independent contractor or consulting or similar Contracts and/or (B) a Contract contemplating bonus, severance, termination pay, change in control payments, transaction bonuses, or similar compensation awards to personnel (whether employees or independent contractors) or agents;

(ii) any collective bargaining agreement or Contract with any labor union, works council, labor organization, group of employees or any collective bargaining representative;

(iii) any Contract (including without limitation, licenses, sublicenses, covenants not to sue, non-assertion agreements, and co-existence agreements) under which the Seller or any of its Affiliates grants rights to any Business IP to a third party that is not terminable by the Seller or its applicable Affiliate without cause or under which the Seller or an Affiliate receives any rights from a third party to any Intellectual Property (other than in each case, (x) licenses of commercially available, off-the-shelf software, (y) licenses entered into with customers, vendors, or contractors of the Business in the Ordinary Course of Business), and (z) any Contracts with the Seller's Employees assigning to the Seller ownership in Intellectual Property generated by such Employees in the course their employment with the Seller;

(iv) any Contract for the development of any Business IP or relating to Computer Systems used in connection with the Business;

(v) any Contract or group of related Contracts with the same party for the purchase of products or services which is not terminable by the Seller upon notice of ninety (90) days or less (other than purchase orders entered into in the Ordinary Course of Business);

(vi) any Contract that contains any provision (A) limiting, in any material respect, the right of the Seller to engage in any business, compete with any Person or operate anywhere in the world or (B) granting any exclusivity right to any third party or containing a “most favored nation” provision in favor of any third party;

(vii) any Contract relating to any acquisition or disposition by the Seller of any business (whether by asset or stock purchase or otherwise) or any merger, consolidation or similar business combination transaction, in each case, pursuant to which the Seller has an outstanding obligation to (A) pay purchase price in excess of \$200,000 or (B) indemnify any Person, other than (1) the Seller’s governing or organizational documents and (2) any Contract entered into in the Ordinary Course of Business;

(viii) all operating leases (as lessor or lessee) of tangible personal property;

(ix) each Contract with any Governmental Authority;

(x) any Contract with any Material Customer or Material Vendor;

(xi) the Real Property Leases;

(xii) any material joint venture or partnership Contract; or

(xiii) any agency, dealer, distributor, sales representative, marketing or other similar Contract.

(b) Each Material Contract is a valid and binding obligation of the Seller and, to the Knowledge of the Seller, the other parties thereto, enforceable against each of them in accordance with its terms, except, in each case, (i) as such enforceability may be limited by the Enforceability Exceptions, (ii) as set forth in Section 5.10(b) of the Seller Disclosure Schedule, or (iii) as would not be material to the Business or the Purchased Assets, taken as a whole.

(c) The Seller is not, and to the Knowledge of the Seller, the other parties thereto are not, in breach of the Material Contracts, and the Seller has not waived any material rights under any Material Contracts, except, in each case, (i) as a result of the Bankruptcy Case, (ii) as set forth in Section 5.10(c) of the Seller Disclosure Schedule, (iii) as would not reasonably be expected to be material to the Business, the Purchased Assets or the Assumed Liabilities,

(iv) as may be cured upon entry of the Sale Order and payment of the Cure Payments or (v) for Contracts that have been or will be rejected in the Bankruptcy Case.

(d) To the Seller's Knowledge, with respect to each Seller Affiliate Business Contract, the applicable Affiliate of the Seller party thereto is (i) not in material breach of such Seller Affiliate Business Contract, and (ii) current on all payments required to be made by such Affiliate to the applicable counterparty(ies) thereunder.

Section 5.11 Intellectual Property; Information Technology.

(a) Section 5.11(a)(i) of the Seller Disclosure Schedule sets forth, as of the date of this Agreement, a complete and accurate list of all Registered IP and all material unregistered Trademarks included within the Business IP. Except as set forth on Section 5.11(a)(i) of the Seller Disclosure Schedule, none of the Intellectual Property scheduled on Section 5.11(a)(i) of the Seller Disclosure Schedule is involved in any opposition, cancellation, nullity, reissue, reexamination or other proceeding or action challenging the validity, enforceability or ownership of such Intellectual Property. All material Registered IP is subsisting, valid, and enforceable. All necessary registration, maintenance, renewal, application, filing, examination, maintenance and annuity fees have been paid, all legal requirements applicable to post-filing and post-registration maintenance (including the timely post-registration filing of affidavits of use and incontestability and renewal applications with respect to Trademarks), have been filed, in connection with the Registered IP. No loss or expiration of any material Business IP is pending, reasonably foreseeable or threatened, except for Registered IP expiring at the end of their statutory terms.

(b) The Business IP, together with all Intellectual Property licensed or made available to the Seller pursuant to the Assumed Agreements, include all of the Intellectual Property necessary and sufficient to enable the Buyer to conduct the Business from and after Closing in substantially the same manner as currently conducted by the Seller. The Seller, MTI or Specialty Minerals is the sole and exclusive owner of all, rights, title, and interest in and to each item of material Intellectual Property included in the Business IP (or purported to be included in the Business IP), free and clear of any Encumbrance, other than a Permitted Encumbrance, and no such material Intellectual Property is subject to any Order (other than Orders of the Bankruptcy Court).

(c) Except as set forth on Section 5.11(c) of the Seller Disclosure Schedule, the Seller, MTI or Specialty Minerals has developed or created all of the Business IP. In addition, with respect to material Business IP, except as specifically noted in Section 5.11(c) of the Seller Disclosure Schedule, each employee who conceived, authored, invented, developed, reduced to practice or otherwise contributed to the Business IP has executed a confidentiality and assignment of intellectual property agreement with respect to such material Business IP, and each such employee assigned to the Seller, MTI or Specialty Minerals all rights, title and interests in and to such material Business IP. Other than as set forth on Section 5.11(c) of the Seller Disclosure Schedule, the Seller, MTI or Specialty Minerals has obtained, a written assignment that assigns to the Seller, MTI or Specialty Minerals from each consultant, contractor or other non-employee who conceived, authored, invented, developed, reduced to practice or otherwise contributed to any material Business IP all rights, title and interests in and

to the Intellectual Property rights relating to any of such material Business IP. Neither the operation of the Business nor the use of the Business IP by each of the Seller, MTI and Specialty Minerals infringes, misappropriates, dilutes or otherwise violating any Intellectual Property rights of any Person. There is no Proceeding pending and none of the Seller, MTI and Specialty Minerals has received any charge, complaint, claim, demand or notice during the past three (3) years, (or earlier, if presently not fully resolved) alleging either: (i) any such infringement, misappropriation, dilution or violation by the Business IP or the operation of the Business by the Seller; or (ii) challenging the use, validity, ownership or enforceability of any Business IP.

(d) To the Knowledge of the Seller, no Person is infringing, misappropriating, diluting or otherwise violating any Business IP. The Seller, MTI and Specialty Minerals have not made or asserted any charge, complaint, claim, demand or notice since January 1, 2020, alleging any such infringement, misappropriation, dilution or violation of any Business IP.

(e) The Seller is not legally bound by any Contract or other obligation under which the occurrence of the Closing would (i) obligate the Buyer to sell, license, or otherwise grant rights or result in the grant of rights to any other Person in, any material Business IP, (ii) entitle any Person to a release of any source code escrow, (iii) result in any Encumbrances on any material Business IP, except for Permitted Encumbrances, or (iv) otherwise increase any burdens or decrease any rights relating to any material Business IP.

(f) The Seller, MTI and Specialty Minerals have taken all commercially reasonable steps to protect and preserve trade secrets and other proprietary and confidential information included in the Business IP or of any other Person that is in the possession of the Seller. To the Knowledge of the Seller, none of the current or former employees, consultants or independent contractors of the Seller, MTI or Specialty Minerals has violated any agreements under which any such Person has a confidentiality obligation to the Seller, MTI or Specialty Minerals with respect to the Business IP or under which Seller has an obligation of confidentiality to any other Person.

(g) The Business IP does not include any proprietary Software that is material to the conduct of the Business as currently conducted.

(h) Except as would not reasonably be expected to have a Material Adverse Effect, the Seller has taken commercially reasonable steps to comply with all requirements of any applicable Law or Order relating to the collection, storage, use, protection, disclosure (including unauthorized disclosure or other data breach events), retention or transfer of Personal Information, privacy or information security, insofar as the same pertain to any aspect of the Business. To the Knowledge of the Seller, since January 1, 2020, the Seller has not received any Order or other notification from a Governmental Authority regarding non-compliance or violation of any data protection principles or Law relating to the Business. No Person has claimed any compensation from the Seller for the loss or unauthorized disclosure or transfer of Personal Information. To the Knowledge of the Seller, no Proceeding is pending or, to the Knowledge of the Seller, threatened against the Seller alleging any violation of, or failure to comply with, any applicable data protection Law in connection with the Business. The Seller is in compliance in all material respects with the terms of all Contracts and policies to which the

Seller is a party relating to data privacy, security or breach notification of the Business (including provisions that impose conditions or restrictions on the collection, storage, use, disclosure, retention or transfer of Personal Information). Except as would not reasonably be expected to have a Material Adverse Effect, Seller has commercially reasonable administrative, technical and physical safeguards (including monitoring compliance with such safeguards) designed to protect the confidentiality, privacy and security of Personal Information. Except as would not reasonably be expected to have a Material Adverse Effect, since January 1, 2020, the Seller has not experienced in connection with the Business: (i) any unauthorized access to or acquisition of information that compromises the security, confidentiality or integrity of Personal Information; (ii) any unauthorized intrusion into Business Computer Systems containing Personal Information that results in unauthorized access or access in excess of authorization. Upon the Closing, the Buyer shall have the right to process Personal Information received from, through or on behalf of any of the Seller or the Business on identical terms and conditions as each the Seller and the Business enjoyed immediately prior to the Closing.

(i) The Business Computer Systems, together with the benefit of any Computer Systems made available under the Transition Services Agreement, are materially sufficient for the needs of the Business as currently conducted. There has been no failure of any such Business Computer Systems which has caused any material disruption or interruption in or to the use of any such Business Computer Systems. Seller has taken commercially reasonable steps to provide for the back-up and recovery of data and information, has commercially reasonable disaster recovery and business continuity plans, and, as applicable, has taken commercially reasonable steps to implement such plans and procedures with respect to the Business. Seller has taken reasonable actions to protect the Business Computer Systems from becoming infected by viruses and other malicious code and to protect the security of such Business Computer Systems and other information stored thereon from unauthorized use, access, or modification by third parties. Except as set forth in Section 5.11(i) of the Seller Disclosure Schedule, to the Knowledge of Seller, none of the Business Computer Systems contains, and Seller has not suffered any material data loss, business interruption, or other harm as a result of, any “back door,” “time bomb,” “Trojan horse,” “worm,” “drop dead device,” “virus” (as these terms are commonly used in the computer software industry), or other software routines or hardware components intentionally designed to permit (i) unauthorized access to Business Computer Systems, (ii) unauthorized disablement or erasure of Software, hardware or data or (iii) any other similar type of unauthorized activities. Except as set forth in Section 5.11(i) of the Seller Disclosure Schedule, there have not been any material unauthorized intrusions or breaches of the security of any of the Business Computer Systems of that has resulted in any unauthorized access or use of any of the Personal Information or other information stored or contained therein.

(j) Except as set forth in Section 5.11(j) of the Seller Disclosure Schedule, no material Business IP is subject to any “copyleft” obligations which require the Seller, or after the Closing, the Buyer, to: (A) permit others to freely make and distribute derivative works of such Business IP; (B) license or distribute such material Business IP to others at no or minimal charge; or (C) in the case of Software owned by the Seller and related to the Business, publicly disclose or distribute such software in source code form.

Section 5.12 Real Property; Mineral Rights.

(a) Section 5.12(a)(i) of the Seller Disclosure Schedule sets forth, as of the date of this Agreement, a complete list of all Real Property Leases (including all amendments, extensions, renewals, guaranties and other agreements with respect thereto). The Seller has delivered to Buyer a true and complete copy of each such Real Property Lease document, and in the case of any oral Real Property Lease, a written summary of the material terms of such Real Property Lease. The Seller has not received or provided any written or, to the Knowledge of Seller, oral notice of any breach or default or event that with notice or lapse of time, or both, would constitute a default by the Seller or permit the termination of, or acceleration of rent under, any of the Real Property Leases, except for such breaches or defaults that, individually or in the aggregate, would not reasonably be expected to be material to the Business or the Purchased Assets, taken as a whole. Except as would not reasonably be expected to, individually or in the aggregate, be material to the Business or the Purchased Assets, taken as a whole, the Seller has valid leasehold interests in the real property leased pursuant to the Real Property Leases (collectively, the “Seller Properties”), in each case sufficient to conduct the Business as currently conducted and free and clear of all Encumbrances (other than Permitted Encumbrances and except to the extent that such Encumbrances will not be enforceable against the Real Property Leases following the Closing in accordance with the Sale Order), assuming the timely discharge of all obligations owing under or related to the Seller Properties. The Seller’s possession and quiet enjoyment of the Seller Properties under such Real Property Leases has not been disturbed in any material respect, and to the Knowledge of Seller, there are no material disputes with respect to such Real Property Leases. Except as set forth on Section 5.12(a)(ii) of the Seller Disclosure Schedule, the Seller has not subleased, licensed or otherwise granted any Person the right to use or occupy any of the Seller Properties or any portion thereof.

(b) Section 5.12(b) of the Seller Disclosure Schedule sets forth, as of the date of this Agreement, a complete list of all Owned Real Property. Except as would not be material to the Business and the Purchased Assets the Seller owns fee simple title to the Owned Real Property free and clear of all Encumbrances other than (i) Permitted Encumbrances (ii) any Encumbrances that will not be enforceable against the Owned Real Property following the Closing in accordance with the Sale Order, in each case, assuming the timely discharge of all obligations owing under or related to the Owned Real Property; and (iii) with regard to the unpatented mining claims, the Seller has title to the unpatented mining claims, subject to the paramount title of the United States in the underlying minerals. With respect to the unpatented mining claims: (A) to the Knowledge of the Seller, all affidavits of assessment work, including fee payments required to maintain the unpatented mining claims in good standing through the assessment year ending September 1, 2024, have been submitted for filing and paid; (B) the Seller is the sole owner and of the unpatented mining claims free and clear of all Encumbrances except for Permitted Encumbrances, and subject to the paramount title of the United States; (C) except for customary buffer and perimeter areas, there are no material senior third-party unpatented mining claims that conflict with the unpatented mining claims; and (D) the Seller has not received any written notice of termination or cancellation of any unpatented mining claim. Other than the rights of the Buyer pursuant to this Agreement, there are no outstanding options, rights of first offer or rights of first refusal to purchase any Owned Real Property or any portion thereof or interest therein. The Seller is not a party to any agreement or option to

purchase any material real property or interest therein relating to, or intended to be used in the operation of, the Business.

(c) Section 5.12(c) of the Seller Disclosure Schedule contains a true, correct and complete list of all royalties, overriding royalties and payments out of production or sale on or in respect of the Owned Real Property or Real Property Leases. Except as set forth on Section 5.12(c) of the Seller Disclosure Schedule, to the Seller's Knowledge, no Person is entitled to any royalty or other payment in the nature of a royalty on any minerals or any other such products removed or produced from the Owned Real Property or Real Property Leases.

(d) There is no condemnation, expropriation or other proceeding in eminent domain pending or, to the Knowledge of the Seller, threatened, affecting any Owned Real Property or any portion thereof or interest therein.

(e) Except for such matters that have not had or would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Seller has all currently necessary and required rights and interests granting the Seller the rights and ability to mine, extract, remove or process the talc produced at the mines operated by the Seller with respect to the Business as of the date hereof. Except for such matters that have not had or would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) each Mineral Right to which the Seller is a party is in full force and effect in accordance with applicable Law and is validly held in accordance with applicable Law and (ii) the Seller has not received or provided any writing or, to the Knowledge of Seller, oral currently effective notice of any default or event that with notice or lapse of time, or both, would constitute a default by the Seller under the provisions of any Mineral Right.

Section 5.13 Taxes. Except as set forth on Section 5.13 of the Seller Disclosure Schedule:

(a) all material Tax Returns relating to the Business or the Purchased Assets that are required by applicable Law to be filed by or with respect to the Seller have been timely filed (taking into account any extension of time within which to file), and all such Tax Returns are true, complete, and accurate in all material respects;

(b) the Seller has timely paid all material Taxes relating to the Business or the Purchased Assets due and owing by it, including any material Taxes required to be withheld from amounts owing to, or collected from, any employee, independent contractor, creditor, customer, shareholder or other third party, other than Taxes not due as of the date of the filing of the Bankruptcy Case as to which subsequent payment was not required by reason of the Bankruptcy Cases or Taxes that are being contested in good faith in appropriate Proceedings, and complied in all material respects with all associated information reporting requirements of applicable Law;

(c) no deficiencies for material Taxes relating to the Business or the Purchased Assets have been claimed, proposed or assessed by any Governmental Authority in writing against the Seller except for deficiencies which have been fully satisfied by payment,

settled or withdrawn or adequately reserved for in accordance with GAAP on the Seller Financial Statements;

(d) there are no audits, examinations, investigations or other proceedings ongoing or pending against or with respect to the Seller with respect to any material Taxes relating to the Business or the Purchased Assets and no written notification has been received by the Seller that such an audit, examination, investigation or other proceeding has been proposed, and the Seller has not received any written claim made by a Governmental Authority in a jurisdiction where the Seller does not file Tax Returns with respect to the Business or the Purchased Assets that it is or may be subject to taxation by that jurisdiction relating to the Business or the Purchased Assets; and

(e) there are no Encumbrances for Taxes relating to the Business or the Purchased Assets upon any property or assets of the Seller, except for Permitted Encumbrances.

Section 5.14 Insurance. Section 5.14(a) of the Seller Disclosure Schedule lists all material insurance policies (type of policy, policy number, name of insurer and date of expiration) primarily relating to the Business. Except as set forth in Section 5.14(b) of the Seller Disclosure Schedule, (i) the Seller is insured with insurance policies with respect to the Business as are generally customary for its industry, except as would not, and would not reasonably be expected to be, material to the Business, and (ii) all premiums due and payable under the applicable insurance policies of the Seller primarily relating to the Business have been timely paid as of the date of this Agreement. The Seller has not been denied in writing any insurance coverage for which it has applied, except as would not be material to the Business and the Purchased Assets, taken as a whole.

Section 5.15 Title to Tangible Personal Property. The Seller has sole and exclusive good and valid title to, or has exclusive good and valid leasehold interests in, all material tangible personal property primarily related to the Business, other than (a) the Parent Tangible Assets (which, as of the date hereof, are leased by the Seller's applicable Affiliates under the BofA Contract, the Wheels Contract or the Chicago Railway Contract (as applicable)), (b) the Parent IP (which is as of the date hereof exclusively owned or leased by Specialty Minerals and/or MTI) and (c) the Excluded Assets, free and clear of all Encumbrances other than Permitted Encumbrances, and except (i) to the extent that such Encumbrances will not be enforceable against such tangible personal property following the Closing in accordance with the Sale Order, (ii) as set forth in Section 5.15 of the Seller Disclosure Schedule or (iii) as would not be material to the Business or the Purchased Assets, taken as a whole. The Purchased Assets are (to the extent applicable) in good operating condition (ordinary wear and tear excepted) and are adequate for the uses to which they are being put in all material respects. Except for the Excluded Assets, the services to be provided to the Buyer pursuant to the Transition Services Agreement, any assets owned, held or used by the Seller or any of its Affiliates to provide such services, the Parent IP, the Parent Tangible Assets, and the Purchased Assets, taken together with all of the assets and services to be provided to the Buyer or its Affiliates pursuant to the Transaction Documents (including the Transition Services Agreement), comprise all of the assets, properties, Contracts and rights necessary for the Seller to conduct the Business in the manner conducted in the Ordinary Course of Business as of the date hereof in all material respects.

Section 5.16 Environmental Matters. Except as set forth on Section 5.16 of the Seller Disclosure Schedule:

(a) the Seller, the Business, and the Purchased Assets are, and have been for the past three (3) years, in compliance in all material respects with all applicable Environmental Laws;

(b) with respect to the Business and for the past three (3) years, the Seller has obtained and is in compliance in all material respects with, all Permits required under applicable Environmental Laws to operate the Business and the Purchased Assets as currently operated;

(c) the Seller is not subject to any Claim, consent decree, consent order, notice of violation, other Order or other pending or, to the Knowledge of the Seller, threatened written claim or Proceeding alleging material noncompliance with any Environmental Laws or involving any actual or alleged material Environmental Costs and Liabilities;

(d) the Seller has not received written notice of any investigations of the Business, the Purchased Assets or the Seller by any Governmental Authority that would reasonably be expected to result in the Seller or any other owner or operator of the Purchased Assets incurring any material Liability under any applicable Environmental Law or being subject to any allegation of material non-compliance with any Environmental Law; and

(e) no Hazardous Materials have been Released by the Seller in connection with the Business or are present at, on, in or under any property currently owned or leased by the Seller, in a quantity or at a concentration or in such manner which gives rise to an obligation to remediate under any applicable Environmental Law, and the Seller has not received any written notification of any allegation of actual or potential responsibility for any Release or threatened Release regarding any Hazardous Materials, the subject matter of which has not been resolved with, to the Knowledge of the Seller, no remaining material obligations yet to be fulfilled by the Seller or any other owner or operator of the Purchased Assets.

Section 5.17 Brokers. Except for Jefferies LLC or as set forth in Section 5.17 of the Seller Disclosure Schedule, the Seller has not used any investment banker, broker, finder or similar agent in connection with the Transactions, and no Person is entitled to any investment banker, brokerage, financial advisory, finder's or other similar fee or commission payable by the Seller in connection with the Transactions.

Section 5.18 Material Customers; Material Vendors.

(a) Section 5.18(a) of the Seller Disclosure Schedule sets forth a list of the ten (10) largest customers (measured by revenue) of the Seller (collectively, the "Material Customers") during the twelve (12)-month period ended December 31, 2023, in respect of the Business. Except as set forth in Section 5.18(a) of the Seller Disclosure Schedule, there has been no written or, to the Knowledge of the Seller, oral notice received from any such party of any termination, cancellation or limitation of, or any materially adverse modification or change in, the business relationship of the Seller with any Material Customer.

(b) Section 5.18(b) of the Seller Disclosure Schedule sets forth a list of the ten (10) largest vendors and suppliers (measured by fees paid or payable) of the Seller (collectively, the “Material Vendors”) during the twelve (12)-month period ended December 31, 2023, in respect of the Business. Except as set forth in Section 5.18(b) of the Seller Disclosure Schedule, there has been no written or, to the Knowledge of the Seller, oral notice received from any such party of any termination, cancellation or limitation of, or any materially adverse modification or change in, the business relationship of the Seller with any Material Vendors.

Section 5.19 Affiliate Transactions. Except as set forth in Section 5.19 of the Seller Disclosure Schedule, no Affiliate of the Seller, or any officer or director of the Seller (a) is a party to any agreement or transaction with the Seller having an actual value or liability exceeding \$100,000, other than (i) loans and other extensions of credit to directors and officers of the Seller for travel, business or relocation expenses or other employment-related purposes in the Ordinary Course of Business, (ii) employment arrangements in the Ordinary Course of Business and (iii) the Seller Compensation and Benefit Programs, (b) has any interest in any material property used in the Business by the Seller or (c) owns any interest in, or is an officer, director, employee or consultant of, any Person which is, or is engaged in business as a supplier or customer of the Seller.

Section 5.20 Indigenous Peoples. Except as set forth in Section 5.20 of the Seller Disclosure Schedule, the Seller (i) is not a party to any material written agreement with any indigenous peoples in relation to its facilities or the Business; (ii) has not, in the past three (3) years, engaged or is currently involved in any material disputes, substantive discussions or negotiations with indigenous peoples in relation to the Seller Properties or Owned Real Property, Mineral Rights or the Business; and (iii) has not, in the past three (3) years, received written notice of any material claim for which it has been served, either from indigenous peoples alleging that the facilities of the Seller or the Business have in any way infringed upon or has an adverse effect on the rights or interests of any indigenous peoples.

Section 5.21 Accounts Payable; Accounts Receivable. All accounts and notes receivable reflected on the Seller Financial Statements and all accounts and notes receivable arising subsequent to the Seller Financial Statements and prior to the date hereof have arisen or will arise in the Ordinary Course of Business out of bona fide sales and deliveries of goods, performance of services or other business transactions. Except as set forth in Section 5.21 of the Seller Disclosure Schedule and except for any intercompany accounts payable between the Seller, on the one hand, and any of its Affiliates, on the other hand, in each case, as set forth in the Seller Financial Statements, all accounts payable of the Seller and relating to the Business or the Purchased Assets have arisen in bona fide arm’s length transactions in the Ordinary Course of Business.

Section 5.22 Absence of Undisclosed Liabilities. The Seller has no material obligations or Liabilities of any nature with respect to the Business required by GAAP to be reflected on or reserved on a balance sheet of the Seller (or the notes thereto), other than: (a) those reflected on or adequately reserved against in the Seller Financial Statements (or the notes thereto); (b) Liabilities arising out of or in connection with this Agreement, the other Transaction Documents, or the Transactions, (c) Liabilities disclosed in Section 5.22 of the

Seller Disclosure Schedule, (d) Liabilities that will be or are Liabilities (including Excluded Liabilities) of the Debtors in the Bankruptcy Case, and that will not result in any Encumbrance (other than a Permitted Encumbrance) on the Purchased Assets following the entry of the Sale Order, (e) those incurred in the Ordinary Course of Business since the Balance Sheet Date that are not material in amount or significance or did not arise in connection with a breach of Contract or Permit, breach of warranty, tort or infringement or violation of Law, and (f) the Talc Claim Liabilities.

Section 5.23 Talc Claim Liabilities. The Seller and its Affiliates have provided (a) direct notice of all substantive bankruptcy pleadings related to the sale transaction contemplated by this Agreement, including the Bidding Procedures Order and Sale Notice (as approved by the Bidding Procedures Order) to (i) all known claimants in respect of any Talc Claim Liability or counsel for such claimants and (ii) the legal representative for future claimants appointed in the Bankruptcy Case and his counsel and (b) constructive notice of such sale transaction to unknown claimants in respect of any Talc Claim Liability.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer hereby represents and warrants to the Seller as follows:

Section 6.1 Organization and Good Standing. The Buyer is a limited liability company duly organized, validly existing and, to the extent applicable, in good standing (or its equivalent) under the jurisdiction of its incorporation or organization and has the requisite corporate power and authority to own or lease all of its properties and assets and to carry on its business as it is being conducted on the date hereof. The Buyer is duly licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except for those licenses or qualifications the absence of which would not prevent or materially delay the consummation of the Transactions.

Section 6.2 Authority Relative to this Agreement. The Buyer has all necessary power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is party, to perform and comply with each of its obligations hereunder and thereunder and to consummate the Transactions. The execution and delivery by the Buyer of this Agreement and the other Transaction Documents to which it is party, the performance and compliance by the Buyer with each of its obligations herein and therein and the consummation by the Buyer of the Transactions have been duly and validly authorized and approved by all necessary corporate or other action on the part of the Buyer and no other corporate or other proceedings on the part of the Buyer and no stockholder votes are necessary to authorize this Agreement, the other Transaction Documents to which it is party or the performance or consummation by the Buyer of the Transactions. The Buyer has duly and validly executed and delivered this Agreement, and the other Transaction Documents to which it is party will be duly executed and delivered by the Buyer and, assuming the due and valid authorization, approval, execution and delivery by the Seller and its applicable Affiliates of this Agreement and the other Transaction Documents, this Agreement and the other Transaction Documents to which the Buyer is party constitutes or will constitute the Buyer's legal, valid

and binding obligation, enforceable against the Buyer in accordance with its terms, subject to the Enforceability Exceptions.

Section 6.3 No Violation; Consents.

(a) The authorization, execution and delivery of this Agreement or the other Transaction Documents by the Buyer does not and will not, and the performance by the Buyer of this Agreement and the other Transaction Documents to which it is party will not, with or without notice, lapse of time or both, (i) conflict with or violate any provision of the organizational documents of the Buyer, (ii) assuming that all consents, approvals, authorizations and permits described in Section 5.3(b) have been obtained and all filings and notifications described in Section 5.3(b) have been made and any waiting periods thereunder have terminated or expired, conflict with or violate any Law or Order applicable to the Buyer or its Affiliates, or by which any property or asset of the Buyer is bound or affected or (iii) require any consent or approval under, result in any breach of or any loss of any benefit under, constitute a change of control or default (or an event which with notice or lapse of time or both would become a default) under or give to others any right of termination, vesting, amendment, acceleration or cancellation of, or result in the creation of an Encumbrance on any property or asset of the Buyer, pursuant to, any Contract or Permit to which the Buyer is a party, except, with respect to clauses (ii) and (iii), for any such conflicts, violations, breaches, defaults or other occurrences which would not reasonably be expected, individually or in the aggregate, to prevent or materially delay the consummation of the Transactions.

(b) Assuming the accuracy of the representations and warranties of the Seller in Section 5.3(a), the execution and delivery by the Buyer of this Agreement and the other Transaction Documents to which it is party does not and will not, and the consummation by the Buyer of the Transactions and compliance by the Buyer with any of the terms or provisions hereof will not, require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Authority, except (i) compliance with any applicable requirements under applicable Law, (ii) the entry of the Sale Order by the Bankruptcy Court or (iii) such other Consents where failure to obtain such Consents would not reasonably be expected, individually or in the aggregate, to prevent or materially delay the Transactions.

Section 6.4 Legal Proceedings and Orders. There is no Proceeding pending, or, to the Knowledge of the Buyer or any of its Affiliates, threatened against or affecting the Buyer that, individually or in the aggregate, would reasonably be expected to prevent or materially delay the Transactions, and the Buyer is not subject to any outstanding Order that, individually or in the aggregate, would reasonably be expected to prevent or materially delay the Transactions.

Section 6.5 Brokers. The Buyer has not used any investment banker, broker, finder or similar agent in connection with the Transactions, and no Person is entitled to any investment banker, brokerage, financial advisory, finder's or other similar fee or commission payable by the Buyer or any of its Affiliates in connection with the Transactions. Any such fees shall be paid in full by the Buyer or its Affiliates.

Section 6.6 Solvency. Immediately after giving effect to the Transactions, assuming the truth and accuracy of the representations and warranties of the Seller set forth herein, the Buyer shall be solvent and shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debt (including a reasonable estimate of the amount of all contingent liabilities); and (c) not be left with an unreasonably small capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the Transactions with the intent to hinder, delay or defraud either present or future creditors of the Buyer or the Seller. In connection with the Transactions, the Buyer has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

Section 6.7 Certain Arrangements. As of the date hereof, there are no Contracts, undertakings, commitments, agreements or obligations, whether written or oral, between the Buyer, on the one hand, and any Affiliate or member of the management of the Seller or their respective boards of directors or boards of managers (or applicable governing body of any Affiliate of the Seller), any holder of equity or debt securities of the Seller, or any lender or creditor of the Seller or any of its Affiliates, on the other hand, (a) relating in any way to the acquisition of the Purchased Assets, the assumption of the Assumed Liabilities or the Transactions or (b) that would result in a material adverse impact on the Buyer's ability to consummate the Transactions.

ARTICLE VII COVENANTS OF THE PARTIES

Section 7.1 Conduct of Business of the Seller. Except (t) any *bona fide* refinancing of the DIP Facility in connection with the Bankruptcy Case, (u) as set forth on Section 7.1 of the Seller Disclosure Schedule, (v) any limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code, (w) as required by applicable Law, Order or a Governmental Authority, (x) to the extent related to an Excluded Asset or an Excluded Liability, (y) as contemplated or required by the terms of any Transaction Document or (z) as otherwise consented to in writing by the Buyer (such consent not to be unreasonably withheld, conditioned or delayed), during the period commencing on the date of this Agreement and continuing through the Closing or the earlier termination of this Agreement in accordance with its terms:

(a) the Seller shall (taking into account in each case (i) the fact that the Bankruptcy Case has commenced, (ii) the fact that the Business will be operated while in bankruptcy, and (iii) the fact that the continuing operation of the Business, including payments to suppliers, will be subject to the approval of the Bankruptcy Court) use commercially reasonable efforts to (A) preserve in all material respects the Purchased Assets (excluding sales of Inventory in the Ordinary Course of Business); (B) comply in all material respects with all Laws applicable to the Business, the Purchased Assets and the Assumed Liabilities; (C) preserve and maintain in effect all Permits necessary to carry on the Business or for the ownership and use of the Purchased Assets in the Ordinary Course of Business; and (D) enforce any and all non-solicitation agreements or other agreements containing restrictive covenants with respect to each Employee; and

(b) the Seller shall not:

(i) acquire any material assets, securities, properties, interests or businesses for the conduct of the Business, tangible or intangible, other than in the Ordinary Course of Business (including in respect of any Inventory or Accounts Receivable);

(ii) sell, lease (as lessor), pledge, license, assign, transfer, abandon, allow to prematurely lapse or otherwise dispose of (or permit to become subject to any Encumbrance, other than (A) Permitted Encumbrances, (B) Encumbrances arising under any Order of the Bankruptcy Court relating to the use of cash collateral (as defined in the Bankruptcy Code) or (C) Encumbrances arising in connection with any debtor-in-possession financing of the Seller) any Purchased Assets (including any Business IP), in each case, except for (I) non-exclusive licenses granted in the Ordinary Course of Business, (II) the sale of Inventory in the Ordinary Course of Business, (III) the collection of receivables or the payment of payables in the Ordinary Course of Business and (IV) the use of prepaid assets or amounts and Documentary Materials in the Ordinary Course of Business;

(iii) amend, enter into, change, supplement, waive (in each case of the foregoing, in any material and adverse respect) or voluntarily terminate any Assumed Agreement or Assumed Real Property Lease, in each case other than in the Ordinary Course of Business; *provided*, that the Seller shall not be required to enter into any extension or amendment with respect to any Assumed Agreement or Assumed Real Property Lease that would otherwise terminate prior to the Closing;

(iv) merge or consolidate with or into any legal entity, dissolve, liquidate or otherwise terminate its existence;

(v) amend the certificate of incorporation, bylaws or comparable organizational documents of the Seller in a manner that would delay or impede the Seller's ability to consummate the Transactions;

(vi) incur any material indebtedness for borrowed money, enter into any capital lease or guarantee any such indebtedness, in each case that would constitute an Assumed Liability, other than (A) the DIP Obligations or obligations under any other postpetition debtor in possession financing facility approved by the Bankruptcy Court in the Bankruptcy Cases, (B) in accordance with the DIP Order, (C) in accordance with any order approving other postpetition debtor in possession financing approved by the Bankruptcy Court in the Bankruptcy Cases, or (D) accounts payable or other amounts payable in the Ordinary Course of Business;

(vii) commence, settle or propose to settle any material Proceedings that would diminish the value of the Purchased Assets or impair title thereto, in each case other than (A) any Proceeding in respect of which any related liability is wholly covered by an insurance policy, (B) any Proceeding relating to or arising from an Excluded Asset or an Excluded Liability (including Excluded Talc Causes of Action or Talc Claim Liabilities); or (C) any Proceeding that would otherwise be settled in the Ordinary Course of Business;

(viii) materially change any accounting elections, methods, principles or practices to the extent relating to the Business or the Purchased Assets, except insofar as may be required by any applicable Law or GAAP or other generally accepted accounting principles applicable to the Seller;

(ix) except as required by Law or Contracts, employee benefit plans, as provided in any incentive or retention program or similar arrangement approved by the Bankruptcy Court, as disclosed on Section 5.9(a) of the Seller Disclosure Schedule that provide that liabilities are solely the liability of the Seller, the Buyer or any Affiliate of the Buyer or solely with respect to Specified Employees, (A) pay any bonus or similar payment to, or increase the amount of the wages, salary, commissions, fringe benefits or other compensation or remuneration payable to, any Employees or Service Providers, other than immaterial increases in the wages or salary of non-executive management Employees made in the Ordinary Course of Business, (B) become a party to, establish, materially amend, commence participation in, terminate or commit itself to the adoption of any Assumed Compensation and Benefit Program or any plan that would be an Assumed Compensation and Benefit Program, (C) accelerate the vesting of or lapsing of restrictions with respect to any stock-based compensation or other long-term incentive compensation under any Assumed Compensation and Benefit Program, (D) grant any new awards under any Assumed Compensation and Benefit Program, (E) enter into, amend or terminate any collective bargaining agreement or other agreement with a labor union, works council or similar organization or (F) hire or terminate any Employee or other Service Provider;

(x) authorize any of the foregoing, or commit or agree to do any of the foregoing.

Section 7.2 Conduct of Business of the Buyer. The Buyer agrees that, between the date of this Agreement and the Closing, it shall not, and shall cause its Affiliates not to, directly or indirectly, take any action that would, prevent or materially impede, materially interfere with or materially delay the consummation of the Transactions, except as required by any Order of the Bankruptcy Court, as required by applicable Law, or as otherwise consented to in writing by the Seller (which consent shall not be unreasonably conditioned, delayed or withheld).

Section 7.3 Access to and Delivery of Information; Maintenance of Records.

(a) **Interim Period Access.** From the entry of the Sale Order until the earlier of the Closing and the termination of this Agreement, to the extent permitted by applicable Law, solely for purposes of facilitating any further *bona fide* due diligence of the Business by the Buyer, the Seller shall, during ordinary business hours and upon reasonable prior notice, at the Buyer's sole cost and expense, give the Buyer and the Buyer's Representatives reasonable access to, and reasonable assistance of, the Seller's accountants, counsel, financial advisors, employees and other authorized internal or outside representatives, officers and senior management, all books, records and other documents that constitute Documentary Materials (and, subject to Section 7.3(d), excluding any Retained Records and Excluded Talc Samples) and data virtually or in the locations in which they are normally maintained, and all offices and other facilities of the Seller related to the Business; *provided, however*, that, in connection with

such access, the Buyer and the Buyer's Representatives shall use commercially reasonable efforts to minimize disruption of the Business, the Bankruptcy Case or the Auction; *provided, further*, that in connection with the Buyer's and/or the Buyer's Representatives' access of such offices and other facilities, the Buyer and/or the Buyer's Representatives shall be accompanied at all times by a representative of the Seller unless the Seller otherwise agrees, shall not be permitted to conduct any invasive or subsurface environmental or geotechnical testing or sampling, and shall not materially interfere with the use and operation of such offices and other facilities, and shall comply with all reasonable safety and security rules and regulations for such offices and other facilities. Notwithstanding anything to the contrary set forth in this Section 7.3(a), no access to, or examination of, any information or other investigation shall be permitted to the extent that it would require disclosure of information subject to attorney-client privilege, attorney work product doctrine or other legal privilege, or would reasonably be expected to breach or violate any Contract to which the Seller is a party (or is bound by or whose assets or properties are bound by or subject to) or any applicable Law (including the Retained Records). The Buyer agrees to, and will cause its Representatives to, sign any customary access letters reasonably required in connection with any such provision of information or access or the conduct of any such investigation or examination contemplated by this Section 7.3(a). All information obtained by the Buyer or the Buyer's Representatives pursuant to this Section 7.3(a) shall be subject to the terms of the Confidentiality Agreement. Notwithstanding anything to the contrary herein, in no event shall any of the Seller or its Affiliates be required to provide the Buyer any of its Affiliates or their respective Representatives with access to or copies of any trade secrets related to the Business at any time prior to the Closing.

(b) Post-Closing Access. From and after the Closing Date, the Seller and its Representatives shall, at the Seller's sole cost and expense, have reasonable access to all of the books and records of the Seller delivered to the Buyer at the Closing, including all Documentary Materials and information pertaining to the Assumed Agreements and Assumed Real Property Leases solely to the extent that (i) such books, records and information relate to any period prior to the Closing Date and (ii) such access is reasonably required by the Seller in connection with the Bankruptcy Case, the Excluded Liabilities or the Excluded Assets. Such reasonable access shall be afforded by the Buyer upon receipt of reasonable advance notice and during normal business hours and without undue disruption to its business, and the Buyer shall permit the Seller and its Representatives to make such reasonable copies of such books, records and information as they may reasonably request. Notwithstanding anything to the contrary set forth in this Section 7.3(b), no access to, or examination of, any information or other investigation shall be permitted to the extent that it would require disclosure of information subject to attorney-client privilege, attorney work product doctrine, or would breach or violate any Contract to which the Buyer is a party (or is bound by or whose assets or properties are bound by or subject to) or any applicable Law (including any Retained Records); *provided*, that the Buyer shall use commercially reasonable efforts to cooperate and provide such information or access without waiving any such privilege or causing any such breach or violation.

(c) Dissolution Access. From and after the Closing Date, the Seller and its Representatives shall have reasonable access to, and the reasonable assistance of, the employees of the Buyer, and to the assets, software and systems of the Buyer, in connection with the winding down of any remaining business and assets of the Seller, the dissolution and liquidation of the Seller, and the performance of the obligations of the Seller hereunder and under the other

Transaction Documents, and the Buyer shall cooperate, to the extent reasonably requested and commercially practicable, therewith.

(d) Retained Records and Excluded Talc Samples. Without limiting anything in this Section 7.3, for the period beginning on the entry of the Sale Order and ending on the earlier of (x) thirty-six (36) months after the Closing Date with respect to Retained Records and seven (7) years with respect to Excluded Talc Samples and (y) the termination of this Agreement, if the Buyer determines in good faith that access to specific Retained Records or Excluded Talc Samples (or a portion thereof) is reasonably necessary for integration purposes or the operation of the Business following the Closing, then upon the Buyer's reasonable advance written notice to the Seller, at the Buyer's sole cost and expense, the Seller will use commercially reasonable efforts to provide the Buyer with reasonable access to such Retained Records (or, at the Seller's election, copies thereof), or Excluded Talc Samples (other than any Excluded Talc Samples that are product retain talc samples), as the case may be; *provided*, that in no event will the Seller or any of its Affiliates be required to provide the Buyer with access to any Retained Records or Excluded Talc Samples to the extent the Seller determines (i) that the applicable Retained Records (or, solely with respect to the following clause (B), Excluded Talc Samples) (A) are subject to attorney-client privilege, attorney work product doctrine or other legal privilege; *provided*, that the Seller shall use commercially reasonable efforts to make any information available to the Buyer in a manner that would not result in a loss of any such privilege, (B) are proprietary or competitively sensitive; *provided* that the Seller shall use commercially reasonable efforts to make such information or Excluded Talc Samples available to the Buyer in a manner that would not result in any proprietary or competitively sensitive information being disclosed or (C) contain Personal Information, or (ii) such access would have an adverse impact on the Seller's or any of its Affiliates' ability to pursue any Excluded Talc Causes of Action or resolve any of the Talc Claim Liabilities.

(e) The Parties agree that, upon the valid termination of the Warehouse Storage Lease Agreement in accordance with its terms, any and all Core Samples then stored by the Seller within the leased premises shall be left in the warehouse and possession and title to such Core Samples shall devolve to the Buyer to the extent (and only to the extent) that the Seller determines, in its sole and absolute discretion, that such Core Samples are no longer necessary in relation to any Excluded Talc Causes of Action.

(f) Except as provided for in Section 7.3(a) and Section 7.9(a)(iii), after the date hereof and prior to the Closing, the Buyer and its Affiliates and their respective Representatives (including counsel, accountants and financial advisors) shall not contact any officer, manager, director, employee, customer, supplier, lessee, lessor, lender, licensee, licensor, distributor, noteholder or other material business relation of the Seller with respect to the Business or the Transactions, without the prior written consent of the Seller for each such contact (which consent shall not be unreasonably conditioned, withheld or denied).

Section 7.4 Expenses. Except to the extent otherwise expressly provided herein or in the Sale Order, whether or not the Transactions are consummated, all costs and expenses incurred in connection with this Agreement and the Transactions shall be borne by the Party incurring such costs and expenses.

Section 7.5 Further Assurances.

(a) Subject to the terms and conditions of this Agreement, each of the Parties shall use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable Laws to consummate and make effective the Transactions, including to execute and deliver, or cause to be executed and delivered, all such further conveyances, notices, assumptions, assignments, documents and other instruments as such requesting Party may reasonably deem necessary or desirable to evidence and effectuate the Transactions (including, for the avoidance of doubt, the transfer and conveyance of any Purchased Assets that may be in the possession of the Seller or its Affiliates to the Buyer); *provided*, that the foregoing shall not require any document, instrument, agreement or other item to be delivered or obtained, or any action to be completed, prior to the Closing as a condition precedent to the consummation of the Closing, and any such failure to deliver or obtain, or complete such action, shall not (by itself) result in the failure of any condition to Closing set forth in Article VIII.

(b) Except as set forth herein, nothing in this Section 7.5 shall (i) require the Seller or any of its Affiliates to make any expenditure or incur any obligation on its own or on behalf of the Buyer, (ii) prohibit the Debtors from ceasing operations or winding up its affairs following the Closing, or (iii) prohibit the Seller or any of its Affiliates from taking such actions that are or may be (A) required by the Bankruptcy Court or (B) otherwise permitted under Section 7.1 or the other provisions of this Agreement.

(c) From time to time prior to the Closing, each Party shall promptly notify the other Party in writing if such Party obtains knowledge of any breach of, or inaccuracy in, any of its representations, warranties, covenants or agreements in this Agreement or any schedules hereto, to the extent that such breach or inaccuracy would reasonably be expected to cause any of the conditions to the Closing set forth in Section 8.1 or, with respect to the Buyer, Section 8.3 or, with respect to the Seller, Section 8.2 to not be satisfied; *provided*, that such written notice provided pursuant to this Section 7.5(c) shall not amend, limit, modify or otherwise affect the rights or obligations of the Parties under this Agreement.

Section 7.6 Public Statements. Unless (a) in the reasonable judgment of the disclosing Party after consultation with counsel, otherwise required by or necessary to comply with applicable Law or the rules or regulations of any applicable securities exchange (including the submission of any Current Report on Form 8-K or other statement or filing with or to the Securities and Exchange Commission by the ultimate parent entity of the Seller, which filings may include a copy of this Agreement, certain financial statements or other financial information and a summary of the Transactions) and (b) except for disclosure of matters that become a matter of public record as a result of the Bankruptcy Case and any filings or notices related thereto, the Buyer, on the one hand, and the Seller, on the other hand, shall consult with each other before issuing any press release or otherwise making any public statement with respect to this Agreement, the Transactions or the activities and operations of the other Parties and shall not issue any such release or make any such statement without the prior written consent of the Seller or the Buyer, respectively (such consent not to be unreasonably withheld, conditioned or delayed).

Section 7.7 Governmental Authority Approvals and Cooperation.

(a) The Buyer shall use reasonable best efforts and take any and all steps necessary to resolve such objections, if any, as may be asserted by any Governmental Authority with respect to the transactions contemplated by this Agreement under any Laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening competition through merger or acquisition or any Laws with respect to foreign investment (collectively, the “Regulatory Laws”).

(b) Each Party shall (i) cooperate with each other Party in connection with any filings and Consents that are required to be made or obtained with respect to the transactions contemplated by this Agreement under Regulatory Laws, if any, (ii) promptly inform each other Party of any material substantive communication received by such Party from any Governmental Authority (other than the Bankruptcy Court) concerning this Agreement, the Transactions and any filing, notification or request for Consent related thereto in respect of any Regulatory Laws, and (iii) permit each other Party to review in advance any proposed written communication or information submitted to any such Governmental Authority (other than the Bankruptcy Court) in response to any such communication described in the immediately preceding clause (ii), subject to preexisting confidentiality agreements and privilege considerations, and in good faith consider the other Party’s reasonable comments on drafts of any such communication or information. The Seller and the Buyer shall (and shall cause their respective Affiliates to) furnish each other Party with such necessary information and assistance as such other Party and its Affiliates may reasonably request in connection with its preparation of necessary filings, registrations or submissions of information to any Governmental Authority under any Regulatory Law in connection with this Agreement, the Transactions and any such filing, notification or request for Consent related thereto.

(c) The Buyer shall not take any action, or refrain from taking any action, or permit any action to be taken or not taken, that would reasonably be expected to have the effect of preventing, materially delaying, making illegal or otherwise materially interfering with the ability of the Parties to consummate any of the Transactions. Without limiting the generality of the foregoing, the Buyer shall not, and shall not permit any of its Affiliates to, acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner, any Person or portion thereof, or otherwise acquire or agree to acquire any assets, if the entering into of a definitive agreement relating to or the consummation of such acquisition, merger or consolidation could reasonably be expected to (i) impose any material delay in the obtaining of, or materially increase the risk of not obtaining, any consent, approval, authorization, declaration, waiver, license, franchise, permit, certificate or order of any Governmental Authority necessary to consummate any of the Transactions or the expiration or termination of any applicable waiting period, (ii) materially increase the risk of any Governmental Authority entering an order prohibiting the consummation of the Transactions or (iii) materially delay the consummation of the Transactions.

Section 7.8 Employee Matters.

(a) Prior to the Closing, the Buyer shall make an offer of employment expressly contingent upon the Closing and to commence as of the Closing, to each of the Employees (each such Employee, an “Offered Employee”); *provided, however*, that unless required by applicable Law, the Buyer’s offer with respect to any Employee who is on short- or long-term disability as of the Closing Date will be effective as of the date that such Employee returns to active employment, not to exceed six (6) months following the Closing Date. Each Offered Employee who accepts such an offer of employment with the Buyer is referred to herein as a “Transferred Employee” *provided*, that any Employee who is on short- or long-term disability on the Closing Date shall be eligible to commence employment with Buyer as of the date such Employee returns from such absence, not to exceed six (6) months following the Closing Date, and such Employee shall be treated as a Transferred Employee on the date that such Employee returns to active employment (not to exceed six (6) months following the Closing Date) rather than on the Closing Date. Each Offered Employee that is not a Transferred Employee shall be referred to herein as the “Specified Employees.”

(b) The Buyer hereby agrees that the offers to the Offered Employees shall include, and for the period immediately following the Closing through and including the twelve (12)-month anniversary of the Closing, the Buyer shall provide (i) a level of base salary or wages and target bonus opportunity to each Transferred Employee that are no less favorable in the aggregate to the base salary or wages and cash target bonus opportunity provided to such Offered Employee in the Ordinary Course of Business as of the date hereof and (ii) employee benefits (other than change in control, severance and retention, defined benefit, post-retirement or retiree medical and similar benefits) that are substantially comparable in the aggregate to the benefits provided to such Transferred Employee in the Ordinary Course of Business consistent with past practice as of the date hereof.

(c) The Seller may elect to continue the employment of any Specified Employee following the Closing (such an Employee, a “Retained Employee”). Effective at or prior to the Closing, the Seller shall terminate the employment of each Specified Employee (other than a Retained Employee). Any Employee who (i) is terminated pursuant to this Section 7.8(c) or (ii) is terminated at any other time on or after the date hereof and prior to the Closing is referred to herein as a “Terminated Employee.”

(d) Transferred Employees shall receive credit for all purposes (including for purposes of eligibility to participate, vesting benefit accruals and eligibility to receive benefits) under any Buyer Benefit Plan under which each Transferred Employee may be eligible to participate on or after the Closing to the same extent recognized by the Seller under comparable Seller Compensation and Benefit Programs as of the date hereof; *provided, however*, that such crediting of service shall not operate to duplicate any benefit or the funding of any such benefit or grant service credit with respect to benefit accrual under any defined benefit pension plan.

(e) Effective as of the Closing Date, each Transferred Employee shall cease to participate in any Seller Compensation and Benefit Program (other than as a former employee of Seller as permitted by the terms of such Seller Compensation and Benefit Program or pursuant to applicable Law) and instead participate in employee benefit plans maintained by

the Buyer and its Affiliates (such plan a “Buyer Benefit Plan”), in accordance with the terms of such plans.

(i) The Seller and the Buyer shall facilitate the rollover of account balances from the Seller’s 401(k) plan to the Buyer 401(k) Plan, including the rollover of promissory notes evidencing loans, following the establishment of the Buyer 401(k) Plan, in accordance with ERISA and the Code.

(ii) With respect to any Buyer Benefit Plan that is a welfare benefit plan, program or arrangement and in which a Transferred Employee may be eligible to participate on or after the Closing, the Buyer shall use commercially reasonable efforts to (i) waive, or cause its insurance carrier to waive, all limitations as to pre-existing, waiting period or actively-at-work conditions, if any, with respect to participation and coverage requirements applicable to each Transferred Employee under such Buyer Benefit Plan to the same extent waived under a comparable Seller Compensation and Benefit Program and (ii) provide credit to each Transferred Employee (and such Transferred Employee’s beneficiaries) for any co-payments, deductibles and out-of-pocket expenses paid by such Transferred Employee (and such Transferred Employee’s beneficiaries) under the comparable Seller Compensation and Benefit Program during the relevant plan year, up to and including the Closing; *provided, however*, that such credit shall not operate to duplicate any benefit or the funding of any such benefit.

(iii) Notwithstanding that after the Closing the Purchased Assets shall cease to be insured by the Seller’s and its Affiliates’ workers’ compensation insurance policies and programs, the Seller shall use commercially reasonable efforts to cause its applicable Affiliates to at the Buyer’s reasonable written request, use commercially reasonable efforts to submit claims on behalf of the Buyer for any loss, liability or damage that would be covered under any workers’ compensation insurance policies that are “occurrence basis” insurance policies with third-party insurers under which the Seller is a named insured (“Occurrence Basis Policies”) arising out of insured incidents occurring from the date that coverage under such Occurrence Basis Policies first commenced until the Closing Date, in each case, solely to the extent that the terms and conditions of such Occurrence Basis Policies allow; *provided*, that the Buyer shall (A) be responsible for any and all reasonable and documented costs, expenses or taxes, including reasonable attorneys’ fees, costs and disbursements and increases in premiums, incurred by any Seller Related Party in connection with submitting and pursuing any such claim, (B) reimburse the Seller Related Parties for any and all such amounts described in the immediately preceding clause (A) in connection therewith, and (C) exclusively bear one hundred percent (100%) of any deductibles, retentions or uninsured, uncovered, unavailable or uncollectable amounts relating to or associated with any such claim. The Seller shall use commercially reasonable efforts to cause its applicable Affiliate(s) to reasonably consult with the Buyer on the status of any such claim and any proposed settlement thereto (it being understood that the Seller Related Parties will solely control the administration and settlement of any such claims). For the avoidance of doubt, nothing in this Section 7.8(e)(iii) shall be considered an actual or attempted assignment of any insurance policy or insurance Contract by any Seller Related Party, on the one hand, to Buyer or any of its Affiliates, on the other hand.

(f) To the extent applicable, Seller and Buyer shall use the “standard procedure” under IRS Revenue Procedure 2004-53, whereby Seller reports on Forms W-2 only those wages paid to Transferred Employees for the pre-Closing period and for the period of the human resources portion of the Transition Services Agreement, and Buyer reports for the subsequent periods. Seller shall prepare IRS Forms 1094-C and 1095-C timely and accurately with respect to Transferred Employees for the pre-Closing period and for the period of the human resources portion of the Transition Services Agreement, and Buyer shall report for the subsequent periods.

(g) Following the Closing, the Buyer shall process the payroll for, and pay (or cause to be paid), the base wages, base salary and ordinary course sales commissions accrued during the payroll period in which the Closing Date (or last day of the period specified in the Transition Services Agreement, as applicable) falls (the “Final Payroll Period”) with respect to each Employee employed at any time during the Final Payroll Period other than Retained Employees. The Final Payroll Period shall extend from the final payroll date preceding the Closing through and including the Closing Date. In connection therewith, the Buyer shall withhold and remit all applicable Taxes, including payroll Taxes, as required by Law.

(h) The Buyer shall assume, pay and discharge the Liabilities of the Seller for all current and deferred salary, wages, unused vacation, sick days, personal days or leave earned and/or accrued by each Terminated Employee and Transferred Employee prior to the Closing Date. From and after the Closing Date, with respect to each Terminated Employee, the Buyer shall also assume, pay and discharge the Liabilities of the Seller for (i) all deferred salary, wages, unused vacation, sick days, personal days or leave earned and/or accrued by such Terminated Employee, (ii) any severance obligations or Liabilities, including any obligations or Liabilities that arise under any Seller Compensation and Benefit Program (other than under the Excluded Plans), and (iii) any Liabilities arising under an employee incentive or retention program or similar arrangement approved by the Bankruptcy Court. From and after the Closing Date, with respect to each Transferred Employee, the Buyer shall assume, pay and discharge the Liabilities for (i) all salary, wages, unused vacation, sick days, personal days or leave earned and/or accrued by such Transferred Employee following the Closing Date, and (ii) any Liabilities arising following the Closing Date under an Assumed Compensation and Benefit Program to the extent approved by the Bankruptcy Court. With respect to each Transferred Employee and Terminated Employee, the Buyer shall also assume, pay and discharge the Liabilities of the Seller under the WARN Act (*provided, however*, that to the extent that the WARN Act is applicable, the Seller shall comply with all procedural aspects thereof through the Closing Date, including giving any notice required prior to the Closing Date).

(i) The Buyer shall assume, pay and discharge all Liabilities of the Seller under COBRA for all individuals who are “M&A qualified beneficiaries” as such term is defined in U.S. Treasury Regulation Section 54.4980B-9.

(j) Nothing in this Agreement is intended to (i) be treated as an amendment to any particular Seller Compensation and Benefit Program, (ii) prevent the Buyer or its Affiliates from amending or terminating any of its benefit plans or, after the Closing, any Seller Compensation and Benefit Program, in accordance with their terms, (iii) prevent the Buyer or its Affiliates, after the Closing, from terminating the employment of any Transferred Employee

or other Service Provider or (iv) create any third-party beneficiary rights in any Employee or Service Provider, any beneficiary or dependent thereof, or any collective bargaining representative thereof, under this Agreement or with respect to the compensation, terms and conditions of employment and/or benefits that may be provided to any Employee or Service Provider or under any Seller Compensation and Benefit Program or any other plan maintained by the Buyer or its Affiliates.

Section 7.9 Debt Financing Cooperation

(a) The Seller shall, and shall cause its Subsidiaries and its Representatives to, use commercially reasonable efforts to cooperate with the Buyer and any Financing Source in connection with the arrangement of any Debt Financing as may be reasonably requested by the Buyer; *provided, however*, that none of the Seller or any of its Affiliates or their respective Representatives shall in any event be required to (i) provide such assistance that may unreasonably interfere with their respective ongoing business operations and such assistance shall be at the Buyer's sole cost and expense, (ii) pay any commitment or other similar fee or reimburse any expenses in connection with any Debt Financing, (iii) take any action that would reasonably be expected to result in a breach or violation of any confidentiality arrangement, Material Contract or otherwise jeopardize any legal work-product or other attorney-client privilege, (iv) cause any representation or warranty in this Agreement to be breached or any condition to Closing to not be satisfied, (v) take any action that would reasonably be expected to cause any of its Representatives, directors, managers, officers, employees or stockholders to incur any personal liability, (vi) authorize or adopt any resolutions or written consents in connection with any Debt Financing, (vii) execute, deliver or perform, or amend or modify, any agreement, document or instrument, including any financing agreement, in each case, in connection with any financing, or execute, deliver or perform any Financing Deliverable prior to (and subject to the occurrence of) the Closing, (viii) take any action that would reasonably be expected to conflict with or violate any governing documents of such Person, any applicable Laws or any contractual obligations to which such Person is a party or by which any of their respective assets or properties is bound, or (ix) require any of them to incur any obligation prior to (and subject to the occurrence of) the Closing. Notwithstanding anything to the contrary herein or otherwise, it is understood and agreed that the condition precedent to the Closing set forth in Section 8.2(a), as applied to the Seller's obligations under this Section 7.9(a), shall be deemed satisfied unless the Seller's willful and material breach of its obligations under this Section 7.9(a) is the sole cause of the Buyer's failure to obtain any Debt Financing, in which case the Buyer shall have provided the Seller with written notice of such breach and the Seller shall have failed to use good faith efforts to cure such breach (i) in the case of Seller's failure to provide reasonable access to people, personnel, information or respond to reasonable financial due diligence requests, in each case in accordance with Section 7.9(a)(i), Section 7.9(a)(iii) and Section 7.9(a)(v) of this Agreement within seven (7) days of its receipt of such notice or (ii) in any other case, within fifteen (15) days of its receipt of such written notice. Subject to the foregoing, such assistance shall include the following, each of which shall be at the Buyer's written request with reasonable prior notice, during regular business hours and without undue disruption to the Seller or the Business, and at the Buyer's sole cost and expense:

(i) making available to the Buyer, its advisors and its Financing Sources such financial and other pertinent information regarding the Seller, its Business, the Purchased Assets and Assumed Liabilities as may be reasonably requested by the Buyer, its advisors or its Financing Sources including (A) delivery to the Buyer and its Financing Sources of the Financing Information, (B) such information as is necessary to allow Buyer, its advisors and its Financing Sources to prepare pro forma financial statements, and (C) customary authorization letters (including customary representations with respect to accuracy of information and material non-public information); *provided* that the Seller shall not be obligated to provide any financial (or other) information that (1) is not produced in the Ordinary Course of Business, (2) is not required to be provided pursuant to the terms of the Debt Financing Documents, or (3) cannot be produced or provided without unreasonable cost or expense;

(ii) requesting that its independent auditors as of the Closing cooperate with any Debt Financing;

(iii) providing reasonable assistance with the preparation of lenders and investor presentations, rating agency presentations, bank information memoranda, marketing materials and other similar documents and materials in connection with any Debt Financing and participation in a reasonable number of meetings (including customary one-on-one meetings or conferences calls), presentations, drafting sessions and due diligence sessions (in each case, including via video conference) with prospective lenders, investors and ratings agencies, in each case, on reasonable advance notice and at reasonable locations and otherwise assisting with marketing efforts of the Buyer and its Financing Sources;

(iv) facilitating the pledge of, grant of security interests in, and perfection of, the collateral in connection with any Debt Financing;

(v) cooperating reasonably with the Financing Sources' due diligence in connection with any Debt Financing which with respect to any reports prepared by third parties may be subject to the delivery of customary non-reliance letters;

(vi) taking all other actions reasonably requested by the Buyer or any Financing Source to satisfy any requirements necessary to permit the consummation of any Debt Financing and otherwise assist and cooperate with the satisfaction of the respective conditions to any Debt Financing contained in the Debt Commitment Letter or the definitive documents relating thereto, in each case to the extent that are within its control;

(vii) subject to reasonable advance notice and a non-disclosure agreement reasonably acceptable to the Seller, giving the Buyer and the Financing Sources and their respective representatives and agents reasonable access to the offices, properties, books, records and other information of the Seller as may be reasonably requested by the Buyer or any Financing Source, in each case, in accordance with and subject to the limitations set forth in Section 7.3(a);

(viii) preventing the offer, placement or arrangement of any debt securities or credit facilities by or on behalf of the Seller (other than debt permitted to be incurred under this Agreement); and

(ix) providing customary authorization and representation letters to the Financing Sources authorizing the distribution of information to other prospective financing sources and customary 10b-5 and absence of material non-public information representations with respect to the Seller; *provided*, that such letters and confirmations; *provided, further*, that (A) the Seller and its Affiliates and their respective Representatives shall not have any Liability resulting from the use of information contained in the marketing material or otherwise in the marketing efforts other than in the case of Fraud by the Seller, its Affiliates and any of their respective directors, officers, employees, agents and other Representatives arising from incorrect or misleading information provided by the Seller, its Affiliates and any of their respective directors, officers, employees, agents and other Representatives, in each case as determined by Final Order by a court of competent jurisdiction, (B) the recipient of such letters of authorizations agrees that it shall be entitled to rely only on the representations and warranties contained in Debt Financing Documents, and (C) any representation or warranty regarding the accuracy of information shall be substantially consistent with the corresponding representation in the Debt Commitment Letter.

(b) The Buyer shall indemnify and hold harmless the Seller, its Affiliates, and each of their respective directors, officers, employees, agents and other Representatives, from and against any and all Liabilities, costs or expenses suffered or incurred in connection with compliance by such Persons with this Section 7.9; *provided, however*, that the foregoing shall not apply in the case of Fraud, willful misconduct or gross negligence by the Seller, its Affiliates and any of their respective directors, officers, employees, agents and other Representatives arising from incorrect or misleading information provided by Seller, its Affiliates and any of their respective directors, officers, employees, agents and other Representative, in each case as determined by Final Order by a court of competent jurisdiction.

Section 7.10 Tax Matters.

(a) Any sales, use, goods and services, harmonized sales, property transfer, documentary, stamp, registration, recording, value added or similar Tax payable in connection with the sale or transfer of the Purchased Assets and the assumption of the Assumed Liabilities (“Transfer Taxes”) shall be borne and paid by the Buyer up to a maximum amount of \$100,000. With respect to all Transfer Taxes above \$100,000, Seller shall be solely responsible for such Transfer Taxes and shall indemnify, defend and hold harmless Buyer against any such Transfer Taxes. The party responsible under applicable Tax Law shall pay any Transfer Taxes either to the other party or to the relevant Governmental Authorities as required by applicable Law. The party responsible under applicable Tax Law shall prepare and file all necessary Tax Returns or other documents with respect to all such Transfer Taxes, and if required under applicable Tax Law, the Seller shall join in the execution of any such Tax Returns and other documents. The Parties shall use commercially reasonable efforts in cooperating to minimize the incidence of any Transfer Taxes and in the filing of Tax Returns and other documentation relating to Transfer Taxes.

(b) Subject to Section 2.1(c)(ii) of this Agreement, all Taxes and Tax Liabilities with respect to the Business and the Purchased Assets that relate to a Straddle Period shall be apportioned between the Pre-Closing Tax Period and Post-Closing Tax Period as follows: (i) in the case of property and similar Taxes on a per-diem basis; and (ii) in the case of all other Taxes (other than Transfer Taxes), as though the taxable year terminated at the close of business on the Closing Date.

(c) The Seller and the Buyer agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance as is reasonably necessary for the filing of Tax Returns, the making of any election relating to Taxes, the preparation for any audit or other proceeding by Governmental Authority and the prosecution or defense of any claim, suit or other proceeding relating to any Tax. Such information and assistance shall include providing reasonable access to any of the books and records of the Seller retained by the Seller or delivered to the Buyer at the Closing. Access to books and records shall be afforded upon receipt of reasonable advance notice and during normal business hours.

(d) The Parties agree to treat any payment made from one Party to another pursuant to this Agreement that is not reflected as part of the Purchase Price under this Agreement as an adjustment to the Purchase Price for all income Tax purposes, unless otherwise required by applicable Law.

Section 7.11 Submission for Bankruptcy Court Approval.

(a) All of the Parties shall use commercially reasonable efforts to have the Sale Hearing no later than March 14, 2024, and have the Sale Order entered by the Bankruptcy Court no later than three (3) Business Days after the conclusion of the Sale Hearing. The Buyer agrees that it will promptly take commercially reasonable actions as requested by the Seller to assist in obtaining entry of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by the Buyer under this Agreement and any Assumed Agreements and demonstrating that the Buyer is a “good faith” purchaser under section 363(m) of the Bankruptcy Code. The Seller shall (i) give notice under the Bankruptcy Code of the request for entry of the Sale Order to all Persons entitled to such notice, including all Persons that have asserted Encumbrances in the Purchased Assets and all non-debtor parties to the Assumed Agreements and the Assumed Real Property Leases, and other appropriate notice, including such additional notice as the Bankruptcy Court shall direct or as the Buyer may reasonably request, and (ii) provide appropriate opportunity for hearing, to all parties entitled thereto, of all motions, orders, hearings or other Proceedings in the Bankruptcy Court relating to this Agreement or the Transactions. The Seller shall be responsible for making all appropriate filings relating to this Agreement or the Transactions with the Bankruptcy Court, which filings shall be submitted, to the extent practicable, to the Buyer prior to their filing with the Bankruptcy Court for the Buyer’s prior review. The Sale Order shall be agreed upon by the Buyer and the Seller prior to being filed with the Bankruptcy Court, with any proposed amendments thereto to be made with the Buyer’s written consent (such consent not to be unreasonably withheld, conditioned or delayed). The Seller and the Buyer shall consult with one another regarding pleadings which any of them intends to file with the Bankruptcy Court

in connection with, or which might reasonably affect, the Bankruptcy Court's entry of the Sale Order.

(b) An initial list of the agreements, contracts and other leases that may ultimately constitute the Assumed Agreements and the Assumed Real Property Leases (as amended, modified or supplemented from time to time, the "Cure Schedule") shall be filed no later than the deadline established by the Bidding Procedures Order. The Cure Schedule shall describe the potential Assumed Agreements and the potential Assumed Real Property Leases in sufficient detail to provide adequate notice to the non-debtor parties to such Contracts. Upon revision of Section 2.1(d) or Section 2.1(e) of the Seller Disclosure Schedule in accordance with Section 2.5(b), the Seller shall add any Assumed Agreements or Assumed Real Property Leases, respectively, to the Cure Schedule or remove any Assumed Agreements or Assumed Real Property Leases from such exhibit, as applicable. The Cure Schedule shall set forth the proposed amounts necessary to cure defaults under each Assumed Agreement and Assumed Real Property Lease shown thereon, as reasonably determined in good faith by the Seller. In cases in which the Seller is unable to establish that a default exists, the relevant proposed cure amount shall be set at \$0.00.

(c) If the Bidding Procedures Order, the Sale Order or any other orders of the Bankruptcy Court relating to this Agreement or the Transactions shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to the Bidding Procedures Order and the Sale Order or other such order), subject to rights otherwise arising from this Agreement, the Seller and the Buyer shall use their commercially reasonable efforts to obtain an expedited resolution of any such appeal, petition or motion, in each case, that will facilitate consummation of the Transactions.

Section 7.12 Bankruptcy Procedures.

(a) The Seller and the Buyer acknowledge that this Agreement and the sale of the Purchased Assets have been subject to higher and otherwise better bids and Bankruptcy Court approval. The Buyer and the Seller acknowledge that the Seller must take reasonable steps to demonstrate that it has sought to obtain the highest or otherwise best price for the Purchased Assets. The Buyer agrees to be bound by and accept the terms and conditions of the Bidding Procedures Order as approved by the Bankruptcy Court.

(b) The Buyer shall provide adequate assurance as required under the Bankruptcy Code of the future performance by the Buyer of each Assumed Agreement and each Assumed Real Property Lease. The Buyer agrees that it will, and will cause its Affiliates to, promptly take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assumed Agreements and Assumed Real Property Lease, including furnishing affidavits, non-confidential financial information and other reasonable documentation or information for filing with the Bankruptcy Court and making the Buyer's Representatives available to testify as to such adequate assurance before the Bankruptcy Court.

(c) The next highest bidder at the Auction shall serve as a back-up bidder (the “Back-up Bidder”) and keep its bid to consummate the Transactions for at least forty-five (45) days from entry of the Sale Order and on the terms and conditions set forth in this Agreement (as the same may be improved) open and irrevocable, notwithstanding any right of the Buyer to otherwise terminate this Agreement pursuant to Article IX. Following the Sale Hearing, if the Buyer fails to consummate the Transaction as a result of a breach or failure to perform on the part of the Buyer and the Agreement is terminated, the Back-up Bidder (as the next highest bidder at the Auction) will be deemed to have the new prevailing bid, and the Seller will be authorized, without further order of the Bankruptcy Court, to consummate the Transactions on the terms and conditions set forth in this Agreement (as the same may be improved upon, but not weakened from the perspective of the Seller) with the Back-up Bidder so long as the Buyer has not previously terminated this Agreement in accordance with its terms.

(d) Nothing in this Agreement, including this Section 7.12, shall require any director or officer of the Seller to violate their fiduciary duties to the Seller. No action or inaction on the part of any director or officer of the Seller that such director or officer reasonably believes is required by their fiduciary duties to the Seller shall be limited or precluded by this Agreement; *provided, however*, that no such action or inaction shall prevent the Buyer from exercising any termination rights it may have hereunder as a result of such action or inaction.

(e) From and after the Closing, the Seller will use commercially reasonable efforts to pursue the confirmation of a chapter 11 plan in the Bankruptcy Case that, among other things, seeks the discharge of the Liabilities described in clause (i) of the definition of Dischargeable Environmental Costs and Liabilities (for the avoidance of doubt, subject to the proviso in such definition).

Section 7.13 Transfer of Purchased Assets and Permits; Substitution of Letters of Credit.

(a) The Buyer will make all necessary arrangements for the Buyer to take possession of the Purchased Assets, and, at the Buyer’s expense, to transfer the same to a location owned or operated by the Buyer, to the extent necessary, as promptly as practicable following the Closing.

(b) Notwithstanding anything to the contrary herein or otherwise, this Agreement will not (and does not) constitute an agreement to assign or transfer, and will not (and does not) affect the assignment or transfer of any Permit, if: (i) an attempted assignment or transfer thereof, without the proper Consent or Governmental Authorization for transfer or assignment of such Permit, by any third party thereto, would constitute a breach, default or violation thereof or of any applicable Law or Order, or (ii) the Bankruptcy Court has not entered an Order approving such assignment or transfer.

(c) To the extent permitted by applicable Law, the Buyer shall prepare, at its sole cost and expense, all applications required to transfer, or otherwise assign, the Permits (which applications shall include the necessary applications, notices, forms and other documents to appoint the Buyer as the designated operator of the Permits with the appropriate Governmental Authority). The Seller shall reasonably cooperate with and provide reasonable

assistance to the Buyer in connection with such preparation and such applications shall be reasonably satisfactory to the Seller. As promptly as practicable, but in no case later than sixty (60) days after the Closing Date, the Buyer shall properly file all applications required to transfer, or otherwise assign, the Permits from the Seller to the Buyer with the appropriate Governmental Authority (except for any applications which may not be filed prior to the Buyer having in place any Required Bonding, which shall be put in place in accordance with this Section 7.13 and the Credit Interest Support Agreement). In furtherance of the foregoing, the Buyer shall provide drafts of all such applications to the Seller and its Representatives for review and comment prior to filing, and the Buyer shall incorporate in such applications any comments reasonably requested by the Seller and the Buyer shall be liable and responsible for paying all filing fees, costs and expenses (including legal fees, costs and expenses) and otherwise satisfying all conditions of Governmental Authorities with respect thereto. From and after the Closing, the Buyer shall use its commercially reasonable efforts to pursue the prompt transfer, or assignment, of the Permits and the Seller agrees to provide the cooperation reasonably requested by the Buyer during regular business hours and without undue disruption to the Seller or any other Seller Related Party to procure the transfer, or assignment, of the Permits on the terms and subject to the conditions set forth in this Section 7.13. All cooperation provided by the Seller under this Section 7.13 shall be at the Buyer's sole cost and expense.

(d) The Buyer acknowledges and agrees that, except as expressly set forth in the Credit Interest Support Agreement, the Seller and the other Seller Related Parties shall not have any duty or obligation to maintain any bonds, letters of credit, guarantees, financial assurances, indemnification agreements, sureties, cash deposits, insurance or other similar instruments (collectively, "Selling Entity Credit Instruments") to secure performance or payment under any Contract which is a Purchased Asset or Permit (collectively, "Selling Entity Credit Obligations") after the Closing or otherwise with respect to the Business. On or before the Closing, the Buyer shall at its sole cost and expense, but with the commercially reasonable cooperation and assistance of the Seller during regular business hours and without undue disruption to the Seller as reasonably requested by the Buyer in writing, take, or cause to be taken, all actions and do, or cause to be done, all things necessary (including under applicable Law and Environmental Law) to effect a full release of the Seller and the Seller Related Parties, and all other Persons liable directly or indirectly for reimbursement to any creditor, issuing bank or similar Person, under all Selling Entity Credit Obligations and Selling Entity Credit Instruments and termination of all Selling Entity Credit Obligations, including, as necessary, by putting in place the Required Bonding, and satisfy any other obligations to any creditor, issuing bank or similar Person under such Selling Entity Credit Instruments, and such releases shall be in form and substance satisfactory to the Seller in its sole discretion; *provided*, that if the Buyer is unable to effect such release and, as necessary, then the terms of the Credit Interest Support Agreement shall govern the Buyer's obligations in respect of obtaining such replacement credit support following the Closing.

(e) To the extent permitted by applicable Law (including applicable Environmental Law), from and after the Closing until the appropriate Governmental Authority approves the transfer, or assignment, of the Permits to the Buyer or for a period of six (6) months following the Closing, whichever is sooner (such period, the "Permit Transition Period"), subject to the Buyer's compliance with this Section 7.13, the Seller grants the Buyer the right to conduct, at the sole cost and expense of the Buyer, mining operations as the designated

operator under the Permits. The Buyer shall, at its sole cost and expense, but with the commercially reasonable cooperation and assistance of the Seller during regular business hours and without undue disruption to the Seller as reasonably requested by the Buyer in writing, make such filings, applications, notices or delivery of any other documents as necessary to give effect to the foregoing arrangement during the Permit Transition Period. The Buyer shall fully indemnify, defend, hold harmless and reimburse each of the Seller Related Parties with respect to any Liability or any Environmental Costs and Liabilities (including any reasonable and documented out-of-pocket legal fees, costs and expenses incurred by the Seller Related Parties in connection with causing the Buyer to comply with its obligations under this Section 7.13) in any way arising out of, relating to or resulting from (i) the Permits, or the use or operation of or other actions or omissions relating in any way to the Purchased Assets, during the Permit Transition Period (including, for avoidance of doubt, the Buyer's use of the Owned Real Property covered by the Permits), and (ii) all Selling Entity Credit Obligations and Selling Entity Credit Instruments on the terms and subject to the conditions set forth in the Credit Interest Support Agreement.

(f) During the Permit Transition Period, the Buyer shall (and shall cause the other Buyer Related Parties to): (i) keep such Permits valid and in full force and effect, and comply with all Laws and Environmental Laws governing, and all conditions and requirements of, or pertaining to, any such Permit (which shall include the performance of all actions required by applicable Law and Environmental Law and all conditions and requirements of the Permits); and (ii) be solely responsible (including all required remedial measures or abatement actions) for all Liabilities (including Environmental Costs and Liabilities), incidents of violation, non-compliance, and similar occurrences related to the Permits that arise from the actions or omissions of the Buyer Related Parties while operating under such Permits during the Permit Transition Period. The Buyer shall promptly deliver to the Seller written notice of any such Liability, incidents or occurrences. In the event that the Buyer fails to promptly cure any such matters, the Seller shall have the right, but not the obligation, to cure such matters (including right of entry onto the applicable Purchased Assets). The Buyer shall promptly reimburse the Seller Related Parties for all fees, costs and expenses (including legal fees, costs and expenses) of any such cure and indemnify, defend, and hold each of the Seller Related Parties harmless against any Liabilities (including any reasonable and documented out-of-pocket legal fees, costs and expenses incurred by the Seller Related Parties in connection with causing the Buyer to comply with its obligations under this Section 7.13) that any such Seller Related Party may incur relating to or arising out of such cure. The Seller Related Parties shall have, and the Buyer shall (and shall cause the other Buyer Related Parties to) grant, all reasonable rights of entry onto the Purchased Assets necessary for the Seller or any Seller Related Party to maintain the Permits in the event Buyer fails to maintain the Permits during the Permit Transition Period. For the avoidance of doubt, the Seller and Seller Related Parties shall have no obligation to maintain the Permits during the Permit Transition Period.

(g) Without limiting the Buyer's obligations under the Credit Interest Support Agreement, upon completion of the transfer or assignment of each applicable Permit, the Buyer shall cooperate with the Seller and the other Seller Related Parties to secure (i) the prompt termination of the applicable Selling Entity Credit Obligation and (ii) the prompt release to the Seller (or its applicable Affiliate) of any and all Selling Entity Credit Instruments.

(h) Each Party hereby expressly acknowledges and agrees that each Seller Related Party is a third-party beneficiary of, and is entitled to enforce, this Section 7.13 in all respects as if such Seller Related Party were a party hereto.

Section 7.14 Transfer of Business IP; Patent License Agreement. Upon the transfer of the Business IP from the Seller, MTI and Specialty Minerals to the Buyer at the Closing pursuant to the terms hereof, MTI and the Buyer shall enter into a license agreement, at the Closing and effective as of the Closing, substantially in the form attached hereto as Exhibit F, under which the Buyer shall grant to MTI and its Affiliates a non-exclusive, perpetual, irrevocable, fully paid-up, royalty-free, worldwide license to use and practice any patents and patent applications included in the Intellectual Property Assignment Agreement solely in the fields of use outside of the Business (the “Patent License Agreement”).

Section 7.15 Name Changes. Promptly (but in no event later than one hundred twenty (120) days following the Closing Date), the Seller shall, and shall cause its Affiliates to obliterate, mask or remove all Business Names from all public facing assets that are owned by (or in the possession, custody or control of) the Seller or any of its Affiliates. The Seller agrees to not use, and to direct and cause MTI, Specialty Minerals, and their respective Affiliates to refrain from using, any names identical or similar to the Business Names thereafter. The Seller, MTI, Specialty Minerals and their respective Affiliates shall be permitted to use the name “Barretts Minerals” or “BMI” as a former name solely for legal and noticing purposes in connection with the Bankruptcy Case, the filing of any Tax Returns, and the winding down of the Seller and any pending or future Proceedings, and to otherwise reference the historic relationship between the Seller and the Business.

Section 7.16 Purchased Assets “AS IS;” Certain Acknowledgements.

(a) The Buyer agrees, warrants and represents that (i) the Buyer is purchasing the Purchased Assets on an “AS IS” and “WITH ALL FAULTS” basis based on the Buyer’s own investigation of the Seller, the Purchased Assets, the Assumed Liabilities, the Excluded Assets, the Excluded Liabilities and the Business and (ii) neither the Seller, any Seller Related Party nor any of their respective Representatives has made any warranties, representations or guarantees, express, implied or statutory, written or oral, with respect to the Seller, the Purchased Assets, the Assumed Liabilities, the Excluded Assets, the Excluded Liabilities or the Business, the financial performance of the Seller, the Purchased Assets, the Assumed Liabilities, the Excluded Assets, the Excluded Liabilities or the Business, or the physical condition of the Purchased Assets or any information provided to the Buyer or any of its Affiliates or any of their respective Representatives, in each case, except as expressly set forth in Article V (as modified by the Seller Disclosure Schedule). The Buyer further acknowledges that the consideration for the Purchased Assets specified in this Agreement has been agreed upon by the Seller and the Buyer after good-faith arm’s-length negotiation in light of the Buyer’s agreement to purchase the Purchased Assets “AS IS” and “WITH ALL FAULTS.” EXCEPT AS SET FORTH IN ARTICLE V OF THIS AGREEMENT (AS MODIFIED BY THE SELLER DISCLOSURE SCHEDULE), NONE OF THE SELLER NOR ANY SELLER RELATED PARTY MAKES ANY EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED, REPRESENTATION OR WARRANTY, REPRESENTATION OR WARRANTY OF MERCHANTABILITY, REPRESENTATION

OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED OR STATUTORY REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO ANY REAL OR PERSONAL PROPERTY OR ANY FIXTURES OR THE BUSINESS OR THE SELLER, THE SELLER'S AFFILIATES, ANY SELLER RELATED PARTY, THE PURCHASED ASSETS, THE ASSUMED LIABILITIES, THE TRANSACTIONS, THE EXCLUDED ASSETS, THE EXCLUDED LIABILITIES OR THE BUSINESS.

(b) The Buyer acknowledges and agrees that it (i) has had an opportunity to discuss the Business with the management of the Seller and has been afforded the opportunity to ask questions of and receive answers from management of the Seller, (ii) has had reasonable access to the books and records of the Seller and (iii) has conducted its own independent investigation of the Seller, the Business, the Purchased Assets, the Assumed Liabilities, the Excluded Assets, the Excluded Liabilities, and the Transactions. Without limiting the representations and warranties expressly contained in Article V (as modified by the Seller Disclosure Schedule) or the Buyer's ability to seek recourse for Fraud, the Buyer acknowledges and agrees that neither the Seller nor any other Person will have or be subject to any Liability or indemnification obligation to the Buyer or any other Person resulting from the distribution to, or use by, the Buyer or any of its Affiliates or any of the Buyer's Representatives of any information provided to the Buyer or any of its Affiliates or any of the Buyer's Representatives by the Seller or any of the Seller's Representatives, including any information, documents, projections, forward-looking statements, forecasts or business plans or any other material made available in any "data room," any confidential information memoranda or any management presentations in expectation of or in connection with the Transactions. The Buyer acknowledges and agrees that the representations and warranties set forth in Article V (as modified by the Seller Disclosure Schedule) are made solely by the Seller, and no Affiliate of the Seller, Seller Related Party, Representative of any of the foregoing or any other Person shall have any responsibility or Liability related thereto.

Section 7.17 Release.

(a) Effective as of the Closing, without limiting the Seller's obligations or the Buyer's rights and remedies under this Agreement or any Transaction Document and other than in the case of Fraud, the Buyer, on behalf of itself and each Buyer Related Party (each, a "Buyer Releasing Party") hereby unconditionally and irrevocably and forever releases and discharges the Seller Related Parties and their respective present or former directors, managers, officers, employees, owners, advisors, representatives or agents (each, a "Seller Released Party"), of and from, and hereby unconditionally and irrevocably waive, any and all claims, debts, losses, expenses, proceedings, covenants, liabilities, suits, judgments, damages, actions and causes of action, obligations, accounts, and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract, direct or indirect, express or implied, at law or in equity, that such Buyer Releasing Party ever had, now has or ever may have or claim to have against any Seller Released Party, for or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever arising prior to the Closing, in each case, to the extent relating to the Purchased Assets, the Assumed Liabilities, the Business or any action taken or failed to be taken by any of the Seller Released Parties in any capacity related to the Purchased Assets, the Assumed Liabilities or the Business occurring or arising on or prior to the Closing Date (including in respect of the management or operation of the

Business). The Buyer hereby covenants to, and to cause each other Buyer Releasing Party to, not assert any claim or demand, or commence, institute or cause to be commenced, any Proceeding of any kind against any Seller Released Party in any Proceeding for any of the items released in the preceding sentence, and the Buyer agrees that in the event that any such Proceeding shall be commenced, the covenant not to sue contained in this Section 7.17 shall constitute a complete defense to any such Proceeding so instituted. Notwithstanding the foregoing or anything else to the contrary herein, nothing in this Section 7.17 shall be construed to limit the Seller's obligations or the Buyer's rights and remedies hereunder or to impose on the Buyer or on any Buyer Related Party any Liability primarily related to the Excluded Assets or the Excluded Liabilities.

(b) Effective as of the Closing, without limiting the Seller's or any of its Affiliate's rights and remedies under this Agreement or any Transaction Document (including the Seller's rights to specifically enforce the Equity Commitment Letter as provided therein) and other than in the case of Fraud, the Seller, on behalf of itself and each Seller Related Party (each, a "Seller Releasing Party") hereby unconditionally and irrevocably and forever releases and discharges the Buyer and each of its present or former directors, managers, officers, employees, owners, advisors, representatives or agents (each, a "Buyer Released Party"), of and from, and hereby unconditionally and irrevocably waive, any and all claims, debts, losses, expenses, proceedings, covenants, liabilities, suits, judgments, damages, actions and causes of action, obligations, accounts, and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract, direct or indirect, express or implied, at law or in equity, that such Seller Releasing Party ever had, now has or ever may have or claim to have against any Buyer Released Party, for or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever arising prior to the Closing, in each case, to the extent relating to the Purchased Assets, the Assumed Liabilities, the Business or any action taken or failed to be taken by any of the Seller Released Parties in any capacity related to the Purchased Assets, the Assumed Liabilities or the Business occurring or arising on or prior to the Closing Date. The Seller hereby covenants to, and to cause each other Seller Releasing Party to, not assert any claim or demand, or commence, institute or cause to be commenced, any Proceeding of any kind against any Buyer Released Party in any Proceeding for any of the items released in the preceding sentence, and the Buyer agrees that in the event that any such Proceeding shall be commenced, the covenant not to sue contained in this Section 7.17 shall constitute a complete defense to any such Proceeding so instituted. Notwithstanding the foregoing or anything else to the contrary herein, nothing in this Section 7.17 shall be construed to limit the Buyer's obligations hereunder (including the Buyer's obligations to bear and be fully responsible for all of the Assumed Liabilities, including all Environmental Costs and Liabilities), or the Seller Released Parties' rights and remedies hereunder.

(c) The Buyer, on behalf of itself and the other Buyer Releasing Parties, and the Seller, on behalf of itself and the other Seller Releasing Parties, expressly waive all rights afforded by any statute which limits the effect of a release with respect to unknown claims (including under Section 1542 of the California Civil Code). The Buyer, on behalf of itself and the other Buyer Releasing Parties, and the Seller, on behalf of itself and the other Seller Releasing Parties, understand the significance of this release of unknown claims and waiver of statutory protection against a release of unknown claims, and acknowledges and agrees that this waiver is an essential and material term of this Agreement. The Buyer, on behalf of itself and

the other Buyer Releasing Parties, and the Seller, on behalf of itself and the other Seller Releasing Parties, acknowledge that each Seller Released Party (in the case of the Buyer Releasing Parties) and that each Buyer Released Party (in the case of the Seller Releasing Parties) will be relying on the waivers and releases provided in this Section 7.17 in connection with entering into this Agreement and that this Section 7.17 is intended for the benefit of, and will grant express third-party beneficiary rights to each Seller Released Party and each Buyer Released Party to enforce this Section 7.17.

(d) Notwithstanding anything to the contrary herein or otherwise, each beneficiary of a release under this Section 7.17 shall be an express third-party beneficiary of this Section 7.17 with the full power to enforce the terms of this Section 7.17 as if it were a party to this Agreement for such purpose.

Section 7.18 Withholding. Notwithstanding anything herein to the contrary, the Seller, the Buyer or any of their respective Affiliates shall be entitled to deduct and withhold from any amounts payable by them pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to such payment under any provision of U.S. federal, state, local or non-U.S. Tax Law. The Buyer shall use commercially reasonable efforts to notify the Seller of its intention to deduct or withhold no later than five (5) Business Days prior to any such deduction or withholding and shall use commercially reasonable efforts to cooperate in good faith with the Seller and its Affiliates to minimize any such deduction and withholding. Any amounts so deducted and withheld in accordance with this Section 7.18 and paid over to the appropriate Governmental Authority shall be treated for all purposes of this Agreement as having been paid to the Party that would otherwise have received such amount but for the required deduction or withholding.

Section 7.19 Restrictive Covenants.

(a) For a period of two (2) years after the Closing Date (the “Restricted Period”), the Seller hereby covenants and agrees that it shall not, and shall not permit any of its Affiliates to, directly or indirectly, engage, invest in, own, manage, operate, finance, control, advise, render services to, be employed by any Person (including competitors of the Buyer) engaged in any business or activity that constitutes the Restricted Business in the United States; *provided*, that the foregoing restrictions shall not (i) apply to any businesses, activities or operations conducted or held by any of the Seller’s Affiliates, or any products or applications invented, produced or manufactured by any of the Seller’s Affiliates, in each case, as of the Closing Date, (ii) preclude the Seller or any of its Affiliates from owning or acquiring a passive equity interests comprising no more than five percent (5%) of such outstanding equity interests of any Person that competes with or is engaged in the Restricted Business or (iii) restrict the Seller or any of its Affiliates from being acquired (by merger, consolidation, sale of all or a majority of the assets, capital stock or other equity interests or otherwise) by any Person that is engaged in the Restricted Business.

(b) During the Restricted Period, Seller hereby covenants and agrees that it shall not, and shall not permit any of its Affiliates to, directly or indirectly, cause, induce or solicit any Person who is an Employee or was an Employee at any time during the 12 months prior to the Closing Date to (i) terminate such Employee’s employment relationship with the

Buyer or any of the Buyer's Affiliates; (ii) in any way that would materially and adversely interfere with the relationship between such Person and the Buyer or any of its Affiliates; or (iii) hire, retain, employ or otherwise engage, or attempt to hire, retain, employ or otherwise engage, such Employee; *provided, however*, that nothing in the foregoing shall prohibit (A) any general solicitations (including through the use of professional search firms) so long as such solicitations are not specifically directed towards such Employees, (B) contacting, soliciting or employing any such Employee who initiates discussions regarding employment without any initial direct or indirect solicitation or encouragement by or on behalf of the Seller or any of its Affiliates, or (C) contacting, soliciting or employing any such Employee whose employment with the Buyer who (x) is terminated by the Buyer or (y) otherwise ceases to be employed by the Buyer for at least six (6) months prior to the commencement of employment discussions with the Seller or its applicable Affiliate.

(c) During the Restricted Period, the Seller hereby covenants and agrees that it shall not, and shall not permit its Affiliates to, directly or indirectly solicit, induce or otherwise cause, or attempt to solicit, induce or otherwise cause, any customer, supplier, licensor or licensee of the Business as of the Closing Date to (i) terminate, materially curtail or materially diminish its relationship with the Business or (ii) engage in business with a competitor of the Business or (iii) materially and adversely interfere in any way with the relationship between the Business and any of its customers, suppliers, licensors or licensees as of the Closing; *provided*, that nothing in this Section 7.19(c) shall in any way prevent or preclude the Seller and its Affiliates from (x) making contact with, soliciting or engaging any such Person that has a pre-existing business relationship with Seller or any of its Affiliates unrelated to the Business or (y) otherwise conducting its business or operations or owning or operating its assets to the extent unrelated to the Business.

(d) The Seller hereby agrees that this Section 7.19, including the provisions relating to duration, geographical area and scope, is reasonable and necessary to protect and preserve the Buyer's legitimate business interests and the value of the Business, and to prevent an unfair advantage from being conferred on the Seller or its Affiliates.

(e) If any provision of this Section 7.19 is held to be excessively broad as to duration, geographic area, scope, activity or subject, such provision shall be modified by limiting and reducing it, so as to be enforceable to the extent allowed by applicable law pursuant to and in accordance with Section 10.5.

(f) The Seller agrees that irreparable damage may occur in the event that this Section 7.19 is not performed in accordance with its specific terms or was otherwise breached and that monetary damages alone may not be an adequate remedy for any breach or threatened breach of any this Section 7.19. It is accordingly agreed that, (i) the Buyer shall be entitled to an injunction or injunctions to prevent breaches of this Section 7.19 and to enforce specifically the terms and provisions of this Section 7.19, and any such injunction shall be in addition to any other remedy to which the Buyer is entitled, at law or in equity, (ii) the Seller waives any requirement for the securing or posting of any bond in connection with the obtaining of any specific performance or injunctive relief and (iii) the Seller will waive, in any action for specific performance, the defense of adequacy of a remedy at Law. The Buyer's pursuit of specific performance of this Section 7.19 at any time will not be deemed an election of remedies or

waiver of the right to pursue any other right or remedy to which the Buyer may be entitled, including the right to pursue remedies for liabilities or damages incurred or suffered by the Buyer in the case of a breach of this Agreement pursuant to the terms hereof.

Section 7.20 Assignment of Certain Contracts. At or prior to the Closing, the Seller shall use commercially reasonable efforts to cause its applicable Affiliates to assign the Contracts held by an Affiliate of the Seller that are primarily related to the Business and set forth on Section 7.20 of the Seller Disclosure Schedule (collectively, the “Seller Affiliate Business Contracts”) to the Seller (if necessary) for subsequent assignment to the Buyer in connection with the Transactions; *provided*, that (a) this Section 7.20 shall not (i) require the Seller or any of its Affiliates to make any expenditure or incur any obligation on its own behalf or on behalf of the Buyer, (ii) prohibit the Seller from ceasing operations or winding up its affairs following the Closing or (iii) prohibit the Seller from taking such actions as are necessary to conduct the Auction, (b) the assignment of any such Seller Affiliate Business Contract to the Seller or subsequent assignment thereof to the Buyer is not a condition precedent to the Closing and (c) to the extent that any such Seller Affiliate Business Contract is assigned to the Buyer at the Closing, such Seller Affiliate Business Contract shall constitute an Assumed Agreement from and after the Closing (including for purposes of Section 2.3(b)).

Section 7.21 Assignment of Chicago Railway Contract. Prior to the Closing, the Seller shall, and shall cause American Colloid to, use commercially reasonable efforts to obtain Chicago Railway’s consent (the “Chicago Railway Consent”) to the assignment of the Chicago Railway Contract from (a) American Colloid to the Seller prior to the Closing (which consent may be subject to, and conditioned upon, the Seller’s subsequent assignment of the Chicago Railway Contract to the Buyer at the Closing), and (b) from the Seller to the Buyer at the Closing; *provided*, that this Section 7.21 shall not (i) require the Seller or any of its Affiliates (including American Colloid) to make any expenditure or incur any obligation on its own or on behalf of the Buyer, (ii) prohibit the Debtors from ceasing operations or winding up their affairs following the Closing, or (iii) prohibit the Debtors from taking such actions as are necessary to conduct and complete the Auction. The Buyer acknowledges and agrees that (A) the Chicago Railway Assets and the Chicago Railway Contract shall not constitute Purchased Assets or an Assumed Agreement, respectively, unless and until the Chicago Railway Consent is obtained, and (B) obtaining the Chicago Railway Consent is not a condition precedent to the Closing.

Section 7.22 Protected Party Status. The Seller shall include Buyer as a “Protected Party” (as such term or similar term is defined in any plan of reorganization proposed or supported by the Seller) pursuant to any section 524(g) channeling injunction in any plan of reorganization that it proposes or supports in the Bankruptcy Case; *provided* that the confirmation of any such plan and inclusion of Buyer as a “Protected Party” is subject to approval by the Bankruptcy Court.

Section 7.23 Transition Services Agreement.

(a) Promptly following the date of this Agreement, but in any event no later than five (5) Business Days after the date of this Agreement, the Parties shall meet and confer in good faith and the Seller shall use its commercially reasonable efforts, and continue to meet and confer as reasonably needed prior to the Closing Date upon the Buyer’s reasonable advance

written request, to provide reasonably detailed descriptions of the specific functions performed by MTI or its Affiliates for the Business in each of the service categories identified as of the date hereof in Annex A to the Transition Services Agreement.

(b) Each of the Seller and the Buyer also shall negotiate and cooperate in good faith and use their respective commercially reasonable efforts to identify and agree (or, with respect to the Seller, use commercially reasonable efforts to cause MTI to agree) to all other services provided by MTI or its Affiliates to the Business on terms to be mutually agreed by the parties and MTI, to the extent not addressed as of the date hereof in Annex A to the Transition Services Agreement, to be provided under the Transition Services Agreement (which Transition Services Agreement is to be entered into at the Closing pursuant to the terms of this Agreement) by the date that is at least ten (10) Business Days prior to the Closing Date. Notwithstanding the foregoing, with respect to such services to be provided by MTI to the Buyer, and subject to the mutual agreement of MTI and the Buyer, such services shall include those services that were provided by MTI or its Affiliates to the Business during the twelve (12) month period prior to the date hereof (excluding any testing services provided or procured by or on behalf of MTI or its Affiliates to the Business during such twelve (12) month period), and such other services as MTI and the Buyer may otherwise mutually agree upon. To the extent the service being provided under the Transition Services Agreement was not previously provided by, or caused to be provided by, MTI or its Affiliates to the Business, the Seller and the Buyer agree such services shall be billed at a rate to be reasonably negotiated between MTI and the Buyer and shall be subject to MTI's or its Affiliates' ability to actually obtain or provide such services.

Section 7.24 Quiet Title Action. From and after the Closing Date, the Seller agrees to use commercially reasonable efforts to (a) reasonably cooperate with Buyer, (b) provide Buyer with any and all title documentation in possession of the Seller related to the Owned Real Property and (c) take all commercially reasonable actions reasonably requested by the Buyer in writing to confirm and perfect, and enforce (including by judicial means), Buyer's title to the Owned Real Property; *provided*, that nothing in this Section 7.24 shall require the Seller or any of its Affiliates to make any expenditure or incur any obligation on its own or on behalf of the Buyer and the Buyer shall bear all costs and expenses incurred, and reimburse the Seller and its Affiliates for all costs and expenses incurred by the Seller and its Affiliates, in connection with the foregoing.

ARTICLE VIII CONDITIONS TO CLOSING

Section 8.1 Conditions to Each Party's Obligations to Effect the Closing. The respective obligations of each Party to consummate the Closing shall be subject to the satisfaction or, to the extent permitted by applicable Law, waiver in a joint writing by the Buyer and the Seller, at or prior to the Closing, of the following conditions:

(a) (i) no Law or final, non-appealable Order shall have been enacted, entered, promulgated, adopted, issued or enforced by the Bankruptcy Court or any other Governmental Authority having competent jurisdiction that is then in effect and has the effect of making the transactions contemplated by this Agreement illegal or otherwise prohibiting the

consummation of the transactions contemplated hereby and (ii) no temporary restraining order, preliminary or permanent injunction or other Order issued by any court of competent jurisdiction or other similar legal restraint shall be in effect that has the effect of prohibiting the consummation of any of the transactions contemplated by this Agreement; and

(b) the Bankruptcy Court shall have entered the Sale Order and such Sale Order shall be a Final Order.

Section 8.2 Conditions to Obligations of the Buyer. The obligation of the Buyer to consummate the Closing shall be subject to the satisfaction or, to the extent permitted by applicable Law, waiver at or prior to the Closing of the following additional conditions:

(a) the Seller shall have performed and complied in all material respects with the covenants contained in this Agreement which are required to be performed and complied with by the Seller on or prior to the Closing Date;

(b) (i) the representations and warranties of the Seller set forth in Article V (other than the Seller Fundamental Representations and Section 5.7(a) (Absence of Certain Developments)), disregarding for these purposes any exception in such representations and warranties relating to materiality or a Material Adverse Effect, shall be true and correct as of the date of this Agreement and as of the Closing Date as though made at and as of the Closing Date (except for those representations and warranties which address matters only as of an earlier date, in which case such representation or warranty shall have been true and correct as of such earlier date), except for such failures to be true and correct as would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect, (ii) the representations and warranties set forth in Section 5.1 (Organization, Standing and Corporate Power), Section 5.2 (Authority; Execution and Delivery; Enforceability), and Section 5.17 (Brokers) (collectively, the “Seller Fundamental Representations”), shall be true and correct in all respects (except for *de minimis* inaccuracies) as of the date of this Agreement and as of the Closing Date as though made at and as of the Closing Date (except for those representations and warranties which address matters only as of an earlier date in which case such representation or warranty shall have been true and correct as of such earlier date) and (iii) the representations and warranties set forth in Section 5.7(a) (Absence of Certain Developments) shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made at and as of the Closing Date;

(c) the Buyer shall have received a certificate from an officer of the Seller (solely in his or her capacity as such) to the effect that, to such officer’s knowledge, the conditions set forth in Sections 8.2(a), (b) and (e) have been satisfied;

(d) the Buyer shall have received the other items to be delivered to it pursuant to Section 4.2; and

(e) since the date of this Agreement, there shall have been no Material Adverse Effect.

Any condition specified in this Section 8.2 may be waived by the Buyer; *provided, however*, that no such waiver shall be effective against the Buyer unless it is set forth in a writing executed by the Buyer.

Section 8.3 Conditions to Obligations of the Seller. The obligation of the Seller to consummate the Closing shall be subject to the satisfaction or, to the extent permitted by applicable Law, waiver at or prior to the Closing of the following additional conditions:

(a) the Buyer shall have performed and complied in all material respects with the covenants and agreements contained in this Agreement which are required to be performed and complied with by the Buyer on or prior to the Closing Date;

(b) (i) the representations and warranties of the Buyer set forth in Article VI (other than the Buyer Fundamental Representations) and Section 10.18, disregarding for these purposes any exception in such representations and warranties relating to materiality, shall be true and correct as of the date of this Agreement and as of the Closing Date as though made at and as of the Closing Date (except for those representations and warranties which address matters only as of an earlier date in which case such representation or warranty shall have been true and correct as of such earlier date), except for such failures to be true and correct as would not reasonably be expected to have a material adverse effect on the Buyer's ability to consummate the Transactions, and (ii) the representations and warranties set forth in Section 6.1 (Organization and Good Standing), Section 6.2 (Authority Relative to this Agreement) and Section 6.5 (Brokers) (collectively, the "Buyer Fundamental Representations"), shall be true and correct in all respects (except for *de minimis* inaccuracies) as of the date of this Agreement and as of the Closing Date as though made at and as of the Closing Date (except for those representations and warranties which address matters only as of an earlier date in which case such representation or warranty shall have been true and correct as of such earlier date);

(c) the Seller shall have received a certificate from an officer of the Buyer (solely in his or her capacity as such) to the effect that, to such officer's knowledge, the conditions set forth in Section 8.3(a) and (b) have been satisfied; and

(d) the Seller shall have received the other items to be delivered to it pursuant to Section 4.3.

Any condition specified in this Section 8.3 may be waived by the Seller; *provided, however*, that no such waiver shall be effective against the Seller unless it is set forth in a writing executed by the Seller.

Section 8.4 Frustration of Closing Conditions. Neither the Seller nor the Buyer may rely on or assert the failure of any condition set forth in Article VIII to be satisfied if such failure was proximately or primarily caused by such Party's failure to comply with this Agreement in all material respects.

ARTICLE IX TERMINATION; WAIVER

Section 9.1 Termination. Subject to Section 7.12(b), this Agreement may be terminated at any time prior to the Closing by:

(a) mutual written consent of the Seller and the Buyer;

(b) the Seller or the Buyer, if (i) there shall be any applicable Law that makes consummation of the Transactions illegal or otherwise prohibited or (ii) consummation of the Transactions would violate any nonappealable final Order, decree or judgment of the Bankruptcy Court or any other Governmental Authority having competent jurisdiction; *provided*, that the Party seeking to terminate this Agreement pursuant to this Section 9.1(b) shall have used its reasonable best efforts to challenge such Law, order, decree or judgment;

(c) the Seller or the Buyer, if following the entry of the Bidding Procedures Order but prior to the entry of Sale Order, the Bidding Procedures Order ceases to be in full force and effect, or is revoked, rescinded, vacated, reversed or stayed, or otherwise rendered ineffective by a court of competent jurisdiction;

(d) the Seller, if:

(i) any of the representations and warranties of the Buyer contained in Article VI shall be inaccurate such that the condition set forth in Section 8.3(b) would not then be satisfied; or

(ii) the Buyer shall have failed to perform or comply with any of the covenants or agreements contained in this Agreement to be performed and complied with by the Buyer prior to the Closing Date, such that the condition set forth in Section 8.3(a) would not then be satisfied;

provided, however, that if an inaccuracy in any of the representations and warranties of the Buyer or a failure to perform or comply with a covenant or agreement by the Buyer is curable by the Buyer within fifteen (15) Business Days after the date of written notice from the Seller to the Buyer of the occurrence of such inaccuracy or failure, then the Seller may not terminate this Agreement under this Section 9.1(d) on account of such inaccuracy or failure (A) prior to the earlier of (I) the date that is fifteen (15) Business Days following the delivery of such written notice to the Buyer and (II) the Outside Date or (B) if such inaccuracy or failure shall have been fully cured (I) during such fifteen (15)-Business Day period or (II) if the Outside Date occurs prior to the end of such fifteen (15)-Business Day period, on or prior to the Outside Date;

(e) the Buyer, if:

(i) any of the representations and warranties of the Seller contained in Article V shall be inaccurate such that the condition set forth in Section 8.2(b) would not then be satisfied; or

(ii) the Seller shall have failed to perform or comply with any of the covenants or agreements contained in this Agreement to be performed and complied with by the Seller prior to the Closing Date, such that the condition set forth in Section 8.2(a) would not then be satisfied;

provided, however, that if an inaccuracy in any of the representations and warranties of the Seller or a failure to perform or comply with a covenant or agreement of the Seller is curable by it within fifteen (15) Business Days after the date of written notice from the Buyer to the Seller of the occurrence of such inaccuracy or failure, then the Buyer may not terminate this Agreement under this Section 9.1(e) on account of such inaccuracy or failure (A) prior to the earlier of (I) the date that is fifteen (15) Business Days following the delivery of such written notice to the Seller and (II) the Outside Date or (B) if such inaccuracy or failure shall have been fully cured (I) during such fifteen (15)-Business Day period or (II) if the Outside Date occurs prior to the end of such fifteen (15)-Business Day period, on or prior to the Outside Date;

(f) the Buyer or the Seller, if (i) a Third-Party Sale is consummated or (ii) the Bankruptcy Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and neither such dismissal nor conversion expressly contemplates the Transactions;

(g) the Seller, if the Seller or the board of directors (or similar governing body) of the Seller determines, in good faith and after consultation with its legal and other advisors, that proceeding with the Transactions or failing to terminate this Agreement would be inconsistent with its or such Person's or body's fiduciary duties;

(h) the Buyer or the Seller, if the Closing has not occurred by the date that is one hundred fifty (150) days from the date of this Agreement (the "Outside Date"); *provided*, that the Parties may mutually agree to extend the Outside Date in accordance with Section 10.1; or

(i) the Seller, if (i) all of the conditions set forth in Section 8.1 and Section 8.2 have been satisfied or waived (other than those conditions to Closing that by their terms or their nature are to be satisfied at the Closing, but subject to such conditions being satisfied assuming a Closing would occur), (ii) the Seller has confirmed in writing that it is ready, willing and able to consummate the Closing and (iii) the Buyer has failed to consummate the Closing by the date the Closing is required to have occurred pursuant to Section 4.1.

Notwithstanding the foregoing, no termination may be made by any Party under this Section 9.1 if such Party is in material breach of any of its representations, warranties, covenants or agreements hereunder such that any condition to the obligation of the other Party to consummate the Closing set forth in Article VIII would not then be satisfied.

Section 9.2 Procedure and Effect of Termination. In the event of termination of this Agreement by either the Seller or the Buyer pursuant to Section 9.1, written notice thereof shall forthwith be given by the terminating Party to the other Party and this Agreement shall terminate and the Transactions shall be abandoned, without further action by any of the Parties; *provided, however*, that (a) no Party shall be relieved of or released from any Liability arising from Fraud

by such Party prior to such termination, and (b) this Section 9.2, Section 3.2, Section 7.4, Article X and the Confidentiality Agreement shall remain in full force and effect and survive any termination of this Agreement. Notwithstanding anything to the contrary herein, the Buyer and the Seller hereby expressly agree that to the extent of any inconsistency between the terms and provisions of this Agreement and those of any bid procedures or other order of the Bankruptcy Court in the Bankruptcy Case regarding the handling and disposition of the Deposit, the terms and provisions of this Agreement shall govern and control.

Section 9.3 Extension; Waiver. At any time prior to the Closing, the Seller, on the one hand, or the Buyer, on the other hand, may, to the extent permitted by applicable Law (a) extend the time for the performance of any of the obligations or other acts of the Buyer (in the case of an agreed extension by the Seller) or the Seller (in the case of an agreed extension by the Buyer), (b) waive any inaccuracies in the representations and warranties of the Buyer (in the case of a waiver by the Seller) or the Seller (in the case of a waiver by the Buyer) contained herein or in any document delivered pursuant hereto, (c) waive compliance with any of the agreements of the Buyer (in the case of a waiver by the Seller) or the Seller (in the case of a waiver by the Buyer) contained herein or (d) waive any condition to its obligations hereunder. Any agreement on the part of the Seller, on the one hand, or the Buyer, on the other hand, to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of the Seller or the Buyer, as applicable. The failure or delay of any Party to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of those rights, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of any rights hereunder.

ARTICLE X MISCELLANEOUS PROVISIONS

Section 10.1 Amendment and Modification. Subject to Section 2.5, this Agreement may be amended, modified or supplemented only by a written instrument signed by the Seller and the Buyer.

Section 10.2 Survival. None of the representations and warranties of the Parties in this Agreement, in any instrument delivered pursuant to this Agreement, or in the Schedules or Exhibits attached hereto shall survive the Closing, and no Party shall, or shall be entitled to, make any claim or initiate any action against any other Party with respect to any such representation or warranty from or after the Closing. None of the covenants or agreements of the Parties in this Agreement shall survive the Closing, and no Party shall, or shall be entitled to, make any claim or initiate any action against any other Party with respect to any such covenant or agreement from or after the Closing, other than (a) the covenants and agreements of the Parties contained in this Agreement that by their terms apply to any period from or after the Closing, which shall survive the consummation of the Transactions until fully performed in accordance with their respective terms, (b) those other covenants and agreements contained herein that by their terms apply, or that are to be performed in whole or in part, after the Closing, which shall survive the consummation of the Transactions until fully performed in accordance with their respective terms and (c) any rights or remedies of any Person for breach of any such surviving covenant or agreement.

Section 10.3 Notices. All notices or other communications required or permitted under, or otherwise made in connection with, this Agreement shall be in writing and shall be deemed to have been duly given or made (a) when delivered in person, (b) when sent if delivered or transmitted by email (*provided*, that no “bounce back” or notice of non-delivery is generated), (c) upon receipt after dispatch by registered or certified mail, postage prepaid, or (d) on the next Business Day if transmitted by national overnight courier (with confirmation of delivery), in each case, addressed as follows:

(a) If to the Seller, to:

Barretts Minerals Inc.
622 3rd Avenue, 38th Floor
New York, NY 10017
Attention: David Gordon
Alexander K. Sudnik
Keith Krysinski
Email: dgordon@djoservicesllc.com
alexander.sudnik@mineralstech.com
keith.krysinski@mineralstech.com

with a mandated copy (which shall not constitute notice) to:

Latham & Watkins LLP
1271 Avenue of the Americas
New York, NY 10020
Attention: Jeff Bjork
Kimberly Posin
Anupama Yerramalli
Daniel Mun
Email: jeff.bjork@lw.com
kim.posin@lw.com
anu.yerramalli@lw.com
daniel.mun@lw.com

(b) If to the Buyer, to:

Elevation NewCo, LLC
c/o Riverspan Partners, LP
321 North Clark Street, Suite 940
Chicago, IL 60654
Attention: John Gilligan
Dave Thomas
Email: John@riverspan.com
Dave@riverspan.com

with a mandated copy (which shall not constitute notice) to:

Milbank LLP
55 Hudson Yards
New York, NY 10001-2163
Attention: Evan Fleck
Andrew Fadale
Email: EFleck@milbank.com
AFadale@milbank.com

Any Party may change the address to which notices or other communications hereunder are to be delivered by giving the other Parties notice in the manner set forth herein.

Section 10.4 Assignment.

(a) Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party (whether by operation of law or otherwise) without the prior written consent of the other Party, and any such assignment shall be null and void. No assignment by any Party shall relieve such Party of any of its obligations hereunder. Any attempted or purported assignment in violation of this Section 10.4 will be deemed void *ab initio*. Subject to the foregoing, this Agreement and all of the provisions hereof shall be binding upon, inure to the benefit of and be enforceable solely by the Parties and their respective successors and permitted assigns, including, in the case of the Seller, the trustee in the Bankruptcy Case.

(b) Notwithstanding anything to the contrary in Section 10.4(a), (i) the Buyer may designate one or more of its Affiliates to perform its obligations hereunder; *provided*, that no such designation shall relieve the Buyer of its obligations hereunder and such designation shall not limit or modify Riverspan Partners Fund I LP's obligations under the Equity Commitment Letter, (ii) the Seller may assign all or any of its rights or obligations hereunder to one or more of its Affiliates or pursuant to a plan of reorganization or liquidation filed in the Bankruptcy Case, in each case, without the prior written consent of any Person; *provided*, that no such assignment shall relieve the Seller of its obligations hereunder, and (iii) the Buyer may collaterally assign any or all of its rights and interests hereunder to one or more lenders of the Buyer providing Debt Financing (if any); *provided*, that no such assignment shall relieve the Buyer of its obligations hereunder; *provided, further*, that in the case of any assignment by the Buyer prior to the Closing, the rights of the Buyer under the Equity Commitment Letter shall be concurrently assigned to the applicable assignee.

Section 10.5 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon a determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 10.6 Governing Law. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement, and all claims and causes of action arising out of, based upon, or related to this Agreement or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted and enforced in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles that would result in the application of any Laws other than the Laws of the State of Delaware.

Section 10.7 Acknowledgement and Release; Non-Recourse.

(a) The Buyer acknowledges that the Seller is the sole Person bound by, or liable with respect to, the obligations and Liabilities of the Seller under this Agreement and the other Transaction Documents, and that no Affiliate of the Seller or any of their respective subsidiaries or any current or former officer, director, stockholder, agent, attorney, employee, representative, advisor or consultant of the Seller or any such other Person shall be bound by, or liable with respect to, any aspect of this Agreement and the other Transaction Documents. This Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against the entities that are expressly identified as parties hereto and no other Person that is not a party hereto shall have any liability for any Liabilities of the parties to this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the Transactions or in respect of any oral representations made or alleged to be made in connection herewith. In no event shall any party hereto or any of its Affiliates, and the Parties hereby agree not to and to cause their respective Affiliates not to, seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Person not a party to this Agreement.

(b) Notwithstanding anything to the contrary herein or otherwise, each beneficiary of this Section 10.7 shall be an express third-party beneficiary of this Section 10.7 with the full power to enforce the terms of this Section 10.7 as if it were a party to this Agreement for such purpose.

Section 10.8 Submission to Jurisdiction; WAIVER OF JURY TRIAL.

(a) Any action, claim, suit or Proceeding arising out of, based upon or relating to this Agreement or the transactions contemplated hereby shall be brought solely in the Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court). Each Party hereby irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court) in respect of any action, claim, suit or Proceeding arising out of, based upon or relating to this Agreement or any of the rights and obligations arising hereunder, and agrees that it will not bring any action arising out of, based upon or related thereto in any other court; *provided, however*, that, if the Bankruptcy Case is closed or dismissed, any action, claim, suit or Proceeding arising out of, based upon or relating to this Agreement or the Transactions shall be heard and determined solely in a state or federal court located in the State of Delaware and any state appellate court therefrom within the State of Delaware. Each Party hereby irrevocably waives, and agrees not to assert as a defense, counterclaim or otherwise, in any such action, claim, suit or Proceeding,

(i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with Section 10.3, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) to the fullest extent permitted by applicable Law, any claim that (A) the suit, action or Proceeding in such court is brought in an inconvenient forum, (B) the venue of such suit, action or Proceeding is improper or (C) this Agreement or any other agreement or instrument contemplated hereby or entered into in connection herewith, or the subject matter hereof or thereof, may not be enforced in or by such courts. Each Party agrees that notice or the service of process in any action, claim, suit or Proceeding arising out of, based upon or relating to this Agreement or any of the rights and obligations arising hereunder or thereunder, shall be properly served or delivered if delivered in the manner contemplated by Section 10.3.

(b) EACH OF THE PARTIES IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL RIGHT SUCH PARTY MAY HAVE TO TRIAL BY JURY IN ANY ACTION, CLAIM, SUIT OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) BETWEEN THE PARTIES ARISING OUT OF, BASED UPON OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE NEGOTIATION, EXECUTION OR PERFORMANCE HEREOF OR THEREOF.

Section 10.9 Counterparts. This Agreement, the Transaction Documents and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a portable document format (.pdf), DocuSign, electronic signature or similar reproduction of such signed writing using electronic mail or other electronic transmission shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail or that any signature is in facsimile or electronic format (including .pdf or DocuSign) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 10.10 Incorporation of Schedules and Exhibits. All schedules (including the Seller Disclosure Schedule) and all Exhibits attached hereto and referred to herein are hereby incorporated herein by reference and made a part of this Agreement for all purposes as if fully set forth herein.

Section 10.11 Entire Agreement. This Agreement (including all schedules (including the Seller Disclosure Schedule) and all Exhibits), the Confidentiality Agreement and the other Transaction Documents constitute the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings among the Parties with respect thereto.

Section 10.12 Specific Performance.

(a) Each Party agrees that irreparable damage may occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or was otherwise breached and that monetary damages may not be an adequate remedy for any breach or threatened breach of any of the provisions of this Agreement. It is accordingly agreed that, each Party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement and any such injunction shall be in addition to any other remedy to which such Party is entitled, at law or in equity. Each Party hereby waives (i) any requirement on the other Party to post a bond or similar instrument in connection with obtaining any such specific performance or injunctive relief and (ii) the defense of adequacy of a remedy at law in any such action.

(b) A Party's pursuit of specific performance at any time will not be deemed an election of remedies or waiver of the right to pursue any other right or remedy to which such Party may be entitled, including the right to pursue remedies for liabilities or damages incurred or suffered by such Party in the case of a breach of this Agreement. Without limiting the Seller's recourse for Fraud, the Seller agrees and acknowledges that any remedy of liquidated monetary damages resulting from the termination of this Agreement due to the breach of this Agreement by the Buyer shall be limited in all respects to the amount of the Deposit (plus interest, fees, costs and expenses, in each case, if and to the extent payable to the Seller pursuant to Section 3.2).

Section 10.13 Bulk Sales or Transfer Laws. The Buyer hereby waives compliance by the Seller with the provisions of the bulk sales or transfer Laws of all applicable jurisdictions.

Section 10.14 Seller Disclosure Schedule. The Seller Disclosure Schedule has been arranged for purposes of convenience in separately numbered sections corresponding to the sections of this Agreement, and it is expressly understood and agreed that (a) the disclosure of any fact or item in any section of the Seller Disclosure Schedule shall be deemed disclosure with respect to any other Section or subsection of the Seller Disclosure Schedule to the extent the applicability of the disclosure to such other Section or subsection is readily apparent on the face of such disclosure without the need for a cross-reference, including, for the avoidance of doubt, sections or subsections of the Seller Disclosure Schedule where nothing is disclosed, (b) the disclosure of any matter or item in the Seller Disclosure Schedule shall not be deemed to constitute an acknowledgement that such matter or item is required to be disclosed therein, (c) the mere inclusion of an item in the Seller Disclosure Schedule as an exception to a representation or warranty shall not be deemed an admission that such item represents a material exception, any violation of Law or breach of Contract or material fact, event or circumstance or that such item has had or would be reasonably likely to have a Material Adverse Effect, (d) the information and disclosures contained therein shall not be construed or otherwise deemed to constitute, any representation, warranty, covenant or obligation of the Seller or any other Person except to the extent explicitly provided in this Agreement and (e) the disclosures set forth in the Seller Disclosure Schedule shall not be deemed to expand the scope of any, or create any new, representation, warranty, covenant or agreement set forth herein. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Seller Disclosure Schedule or the attached exhibits is not intended to imply that

the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course of Business, and neither Party will use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, the Schedules or exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Seller Disclosure Schedule or Exhibits hereto is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course of Business. Any description of any agreement, document, instrument, plan, arrangement or other item set forth on the Seller Disclosure Schedule is a summary only and is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement or item. The information contained in this Agreement, in the Seller Disclosure Schedule and Exhibits hereto is disclosed solely for purposes of this Agreement. The Seller may (but shall not be obligated to) supplement or amend the Seller Disclosure Schedule to reflect (i) any fact, event or condition arising after the date hereof and prior to the Closing which, if existing or occurring as of the date of this Agreement, would have been required to be described in the Seller Disclosure Schedule in order to avoid any representation or warranty of the Seller contained in this Agreement from being untrue or inaccurate and (ii) any fact, event or condition which first became known to a Knowledge party of the Seller listed in clause (b) of the definition of “Knowledge” after the date hereof which, if known to such person prior to the date of this Agreement, would have been required to be described in the Seller Disclosure Schedule in order to avoid any representation or warranty of the Seller contained in this Agreement which is subject to the Knowledge of the Seller from being untrue or inaccurate. Any such supplement or amendment of the Seller Disclosure Schedule shall be deemed to cure the breach of any such representation or warranty and amend and/or supplement the Seller Disclosure Schedule, as applicable, for all purposes hereunder, except for purposes of determining whether or not the condition set forth in Section 8.2(b) has been satisfied.

Section 10.15 Mutual Drafting; Headings; Information Made Available. The Parties participated jointly in the negotiation and drafting of this Agreement and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. If an ambiguity or question of intent or interpretation arises, then this Agreement will accordingly be construed as drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. The descriptive headings and table of contents contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. To the extent this Agreement refers to information or documents to be made available (or delivered or provided) to the Buyer or its Representatives, the Seller shall be deemed to have satisfied such obligation if the Seller or any of its Representatives has made such information or document available (or delivered or provided such information or document) to the Buyer or any of its Representatives, whether in an electronic data room, via electronic mail, in hard copy format or otherwise.

Section 10.16 Use of Retained Records. Notwithstanding anything to the contrary herein or otherwise, the Buyer agrees that the Buyer, its Affiliates and their respective Representatives shall not, directly or indirectly, use any Retained Records in connection with

any Proceeding, whether pending, threatened or not yet asserted or threatened against or with respect to (a) the Seller, its Affiliates, any trust established under a chapter 11 plan, or any of their respective directors, officers, employees, managers, counsel, accountants, consultants or other Representatives or (b) any assets or properties of the Seller. The Buyer agrees, on its own behalf and on behalf of its directors, officers, managers, employees and Affiliates and their respective Representatives, that, as to all Retained Records, all applicable privileges and other protections shall remain vested in the Seller and shall not transfer to the Buyer, or be claimed by the Buyer any of its Affiliates or their respective Representatives.

Section 10.17 Approval of the Bankruptcy Court. Notwithstanding anything herein to the contrary, any and all rights or interests of the Buyer under this Agreement are subject to approval of the Bankruptcy Court.

Section 10.18 Equity Commitment Letter.

(a) The Buyer hereby represents and warrants to the Seller as of the date hereof and as of the Closing Date as follows:

(i) The Buyer has received an executed commitment letter from Riverspan Partners Fund I LP (the "Equity Commitment Letter") for Riverspan Partners Fund I LP to commit, subject to the terms and conditions expressly set forth therein, to provide equity financing up to the Commitment (as defined in the Equity Commitment Letter) (the "Equity Financing"). The Equity Commitment Letter (A) has been duly executed by the Buyer and Riverspan Partners Fund I LP, (B) expressly provides that the Seller is a third-party beneficiary thereto and (C) is in full force and effect and constitutes the valid and binding obligation of the Buyer and Riverspan Partners Fund I LP. A true, correct and complete copy of the Equity Commitment Letter has been provided to the Seller.

(ii) The Equity Commitment Letter has not been amended or modified in any manner. The Buyer has fully paid any and all commitment fees or other fees required by the Equity Commitment Letter to be paid on or before the date hereof.

(iii) No amendment or modification to, or withdrawal, termination or rescission of, the Equity Commitment Letter is currently contemplated, and the Commitment (as defined in the Equity Commitment Letter) has not been withdrawn or rescinded in any respect.

(iv) Assuming the satisfaction of the conditions set forth in Section 8.1 and Section 8.2, the aggregate proceeds contemplated by the Equity Commitment Letter will be sufficient to consummate the Transactions and to satisfy all of the Buyer's obligations under this Agreement, including to pay the full amount of the Cash Purchase Price at the Closing pursuant to Section 3.1, and all fees and expenses of the Buyer and its Affiliates related to the Transactions.

(v) The Buyer has not incurred any obligation, commitment, restriction or Liability of any kind, and is not contemplating or aware of, any obligation, commitment, restriction or Liability of any kind, which would reasonably be expected

to materially impair or materially and adversely affect the availability of the proceeds contemplated by the Equity Commitment Letter.

(vi) There are no side letters or other agreements, Contracts, arrangements or understandings related to the funding or investing of the Equity Financing.

(vii) (A) Neither the Buyer nor Riverspan Fund I Partners LP is in breach of any of the terms set forth in the Equity Commitment Letter, and no event has occurred which, with or without notice, lapse of time or both, would constitute a default or breach by any party to the Equity Commitment Letter, and (B) the Buyer has no reason to believe that any of the conditions to the Equity Financing would not be expected to be satisfied on a timely basis.

(viii) The Buyer acknowledges and agrees that obtaining the Equity Financing (or any other financing) is not a condition to Closing.

(b) The Buyer shall not permit any amendment or modification to be made to, or any assignment of (other than to an Affiliate in accordance with Section 10.4), or any waiver of any provision or remedy under, the Equity Commitment Letter, and the Buyer shall (i) maintain in effect the Equity Commitment Letter until the transactions contemplated by this Agreement are consummated and (ii) enforce its rights under the Equity Commitment Letter. The Buyer shall give the Seller prompt written notice of any material breach by any party to the Equity Commitment Letter, or of any other occurrence that would reasonably be likely to cause any failure to satisfy any condition precedent to the Equity Financing being funded on the terms set forth in the Equity Commitment Letter at the Closing.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed as of the date first written above.

BARRETT'S MINERALS INC.

By: _____

Name: David J. Gordon

Title: Chief Restructuring Officer

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed as of the date first written above.

BARRETTS MINERALS INC.

By: _____
Name:
Title:

ELEVATION NEWCO, LLC

**By: Riverspan Partners, LP, its sole and
managing member**

DocuSigned by:

By: _____
Name: John Gilligan
Title: Authorized Officer

Exhibit A

Form of Assignment and Assumption Agreement

(see attached)

EXHIBIT A

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made and entered into as of [●], 2024, by and between Barretts Minerals Inc., a Delaware corporation (the “**Assignor**”), on the one hand, and Elevation NewCo, LLC, a Delaware limited liability company (the “**Assignee**”), on the other hand. The Assignor and the Assignee are collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of March 14, 2024 (the “**Purchase Agreement**”), pursuant to which, among other things, the Assignor has agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Assignor, the Purchased Assets, and the Assignee has agreed to assume from the Assignor the Assumed Liabilities, in each case pursuant to the terms and subject to the conditions set forth in the Purchase Agreement and further subject to any Final Order of the Bankruptcy Court in the Bankruptcy Case; and

WHEREAS, in connection with the Closing and pursuant to Sections 4.2 and 4.3 of the Purchase Agreement, the Assignor and the Assignee have agreed to deliver this Agreement to the other Party.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the premises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Purchase Agreement.

Section 2. Assignment and Assumption of Purchased Assets. Effective as of the Closing, the Assignor hereby sells, assigns, conveys, transfers and delivers to the Assignee, and the Assignee hereby purchases, acquires and accepts from the Assignor, all of such Assignor’s right, title and interest, free and clear of all Liabilities and Encumbrances (other than the Assumed Liabilities and Permitted Encumbrances) in and to all of the Purchased Assets.

Section 3. Assignment and Assumption of Assumed Liabilities. Effective as of the Closing, the Assignor hereby assigns, conveys, transfers, sets over and delivers to the Assignee, and the Assignee hereby assumes and agrees to pay, perform and discharge when due, all of the Assumed Liabilities.

Section 4. Terms of the Purchase Agreement. Each of the Assignor and the Assignee acknowledges and agrees that the representations, warranties and agreements contained in the Purchase Agreement, and any limitations thereon, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. This Agreement does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the

Purchase Agreement. Nothing contained in this Agreement, express or implied, is intended to or shall be construed to amend, modify, expand or limit the terms or conditions of the Purchase Agreement in any manner. This Agreement is subject in all respects to the terms of the Purchase Agreement and, in the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Section 5. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Assignor and the Assignee and their respective successors and permitted assigns.

Section 6. Additional Provisions. The provisions contained in Sections 10.1 (Amendment and Modification), 10.4 (Assignment), 10.5 (Severability), 10.6 (Governing Law), 10.8 (Submission to Jurisdiction; WAIVER OF JURY TRIAL), 10.09 (Counterparts), 10.11 (Entire Agreement) and 10.15 (Mutual Drafting; Headings; Information Made Available) of the Purchase Agreement are hereby incorporated by reference into this Agreement, *mutatis mutandis*, and made a part of this Agreement as if set forth fully herein.

(Signature pages follow)

IN WITNESS WHEREOF, the Parties have executed this Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR:

BARRETT'S MINERALS INC.

By: _____

Name:

Title:

ASSIGNEE

ELEVATION NEWCO, LLC

By: Riverspan Partners, LP, its sole and managing member

By: _____

Name: John Gilligan

Title: Authorized Officer

Exhibit B

Form of Bill of Sale

(see attached)

EXHIBIT B**FORM OF BILL OF SALE**

THIS BILL OF SALE (this “**Bill of Sale**”) is made and entered into as of [●], 2024, by and between Barretts Minerals Inc., a Delaware corporation (the “**Seller**”), on the one hand, and Elevation NewCo, LLC, a Delaware limited liability company (the “**Buyer**”), on the other hand. The Seller and the Buyer are collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

WHEREAS, the Seller and the Buyer are parties to that certain Asset Purchase Agreement, dated as of March 14, 2024 (the “**Purchase Agreement**”), pursuant to which, among other things, the Seller has agreed to sell to the Buyer, and the Buyer has agreed to purchase from the Seller, the Purchased Assets, and the Buyer has agreed to assume from the Seller, the Assumed Liabilities, in each case pursuant to the terms and subject to the conditions set forth in the Purchase Agreement and further subject to any Final Order of the Bankruptcy Court in the Bankruptcy Case; and

WHEREAS, in connection with the Closing and pursuant to Sections 4.2 and 4.3 of the Purchase Agreement, each of the Seller and the Buyer has agreed to deliver this Bill of Sale to the other Party.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the premises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Buyer, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Purchase Agreement.

Section 2. Sale and Transfer of Purchased Assets. Upon the terms contained in the Purchase Agreement and pursuant to the terms of the Final Order, the Seller hereby irrevocably sells, assigns, conveys, transfers and delivers to the Buyer, and the Buyer hereby purchases, acquires and accepts from the Seller, effective as of the Closing, all of Seller’s right, title and interest, free and clear of all Liabilities and Encumbrances (other than the Assumed Liabilities and Permitted Encumbrances), in and to all of the Purchased Assets.

Section 3. Terms of the Purchase Agreement. Each of the Seller and the Buyer acknowledges and agrees that the representations, warranties and agreements contained in the Purchase Agreement, and any limitations thereon, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. This Bill of Sale does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. Nothing contained in this Bill of Sale, express or implied, is intended to or shall be construed to amend, modify, expand or limit the terms or conditions of the Purchase Agreement in any manner. This Bill of Sale is subject in all respects to the terms of the Purchase Agreement and, in the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Section 4. No Third Party Beneficiaries. This Bill of Sale shall not confer any rights or remedies upon any Person other than the Seller and the Buyer and their respective successors and permitted assigns.

Section 5. Additional Provisions. The provisions contained in Sections 10.1 (Amendment and Modification), 10.4 (Assignment), 10.5 (Severability), 10.6 (Governing Law), 10.8 (Submission to Jurisdiction; WAIVER OF JURY TRIAL), 10.9 (Counterparts), 10.11 (Entire Agreement) and 10.15 (Mutual Drafting; Headings; Information Made Available) of the Purchase Agreement are hereby incorporated by reference into this Bill of Sale, *mutatis mutandis*, and made a part of this Bill of Sale as if set forth fully herein.

(Signature pages follow)

IN WITNESS WHEREOF, the Parties hereto have executed this Bill of Sale as of the date first written above.

SELLER:

BARRETT'S MINERALS INC.

By: _____

Name:

Title:

ACKNOWLEDGED AND AGREED:

BUYER:

ELEVATION NEWCO, LLC

By: Riverspan Partners, LP, its sole and managing member

By: _____
Name: John Gilligan
Title: Authorized Officer

Exhibit C

Form of Intellectual Property Assignment Agreement

(see attached)

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “Assignment”), dated as of [___], is by and among a newly formed subsidiary of Riverspan Partners Fund I LP formed for the purpose of effectuating the transactions set forth in the Asset Purchase Agreement (as defined below) (“Assignee”), Minerals Technologies Inc., a Delaware corporation (“MTI”), Specialty Minerals (Michigan) Inc., a Michigan corporation (“Specialty Minerals”) and Barretts Minerals Inc., a Delaware corporation (“BMI”, and together with MTI and Specialty Minerals, collectively, the “Assignors” and each, an “Assignor”). All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Asset Purchase Agreement. Each of the Assignors and Assignee are referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, BMI commenced a voluntary case under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas on October 2, 2023;

WHEREAS, BMI and Assignee are parties to that certain Asset Purchase Agreement, dated as of March 14, 2024 (the “Asset Purchase Agreement”), pursuant to which BMI has agreed to sell, assign, convey, transfer and deliver to Assignee, and cause MTI and Specialty Minerals to sell, assign, convey, transfer and deliver to Assignee, all rights, title, and interests in, to and under all Business IP, including, but not limited to, the registrations and applications relating to such Intellectual Property listed on Schedule A hereto (collectively, the “Assigned IP”); and

WHEREAS, pursuant to the Asset Purchase Agreement, BMI and Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. **Conveyance.** Each Assignor hereby sells, assigns, conveys, transfers, and delivers to Assignee all of such Assignor’s right, title and interest in and to the Assigned IP, including, but not limited to: (i) all federal and common law rights connected therein together with the registrations therefor for the United States and throughout the world together with the goodwill thereof; (ii) all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, dilution, unfair competition, or other violation of the Assigned IP; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned IP; (iv) all rights corresponding to the Assigned IP throughout the world, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives; and (v) with respect to the patents and patent applications included in Schedule A, (A) any patent or patent application that claims priority to the foregoing patents and patent applications at the time of the signing of the Asset Purchase Agreement and that is related to the Business, which for clarity, does not include MTI’s patent application for “Method for Pitch Control in Papermaking Field”, with application number 63/539992, filed on September 22, 2023, and (B) any foreign equivalent or foreign counterpart of the foregoing patents and patent applications.

2. Recordation; Cooperation. Each Assignor hereby requests the Commissioner of Patents and Trademarks, the U.S. Copyright Office, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the patents, trademarks, copyrights, or other Assigned IP (as applicable), and to issue any and all patents, trademarks, copyrights or other Assigned IP (as applicable) to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. Each Assignor agrees to execute and deliver such other reasonable documents provided by the Assignee for filing by Assignee with the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, the Register of Copyrights of the United States, or the corresponding entities or agencies in any applicable foreign countries or multinational authorities, and to take, at Assignee's expense, all such other actions which Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment.

3. Further Assurances. Each Assignor shall do and perform, or cause to be done and performed, all such further acts and things as Assignee may reasonably request in order to carry out the intent and accomplish the purposes of this Assignment, including to perfect Assignee's ownership of and record title in the Assigned IP.

4. Assignment. Neither Party may assign or otherwise transfer its rights under this Assignment without the prior written consent of the other Party. This Assignment and all of the provisions hereof shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

5. Counterparts. This Assignment and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a portable document format (.pdf), DocuSign, electronic signature or similar reproduction of such signed writing using electronic mail or other electronic transmission shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail or that any signature is in facsimile or electronic format (including .pdf or DocuSign) as a defense to the formation or enforceability of a contract and each such Party forever waives any such defense.

6. Headings. The descriptive headings and table of contents contained in this Assignment are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.

7. Governing Law. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Assignment, and all claims and causes of action arising out of, based upon, or related to this Assignment or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of Delaware, without regard to choice or conflict of law principles that would result in the application of any laws other than the laws of the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNORS:

MINERALS TECHNOLOGIES INC.

By: _____
Name:
Title:

SPECIALTY MINERALS (MICHIGAN) INC.

By: _____
Name:
Title:

BARRETT'S MINERALS INC.

By: _____
Name:
Title:

ASSIGNEE:

RIVERSPAN PARTNERS FUND I LP

By: Riverspan Partners GP LLC, its general partner

By: _____
Name:
Title:

SCHEDULE A*Trademarks*

Trademark	Registration Number	Jurisdiction	Owner	Status
ABT® talc antiblock	1630530	USA	Minerals Technologies Inc.	Registered
CERCRON® talc	836153	USA	Minerals Technologies Inc.	Registered
MICROBLOC® talc antiblock	1556364	USA	Minerals Technologies Inc.	Registered
MICROTALC® talc	493406	Canada	Minerals Technologies Inc.	Registered
MICROTALC® talc	539080	Mexico	Minerals Technologies Inc.	Registered
MICROTALC® talc	2183402	USA	Minerals Technologies Inc.	Registered
MICROTALC	3444617	USA	Specialty Minerals (Michigan) Inc.	Registered
MICROTUFF® talc	1704539	USA	Minerals Technologies Inc.	Registered
OPTIBLOC® clarity antiblock	620730	Benelux	Minerals Technologies Inc.	Registered
OPTIBLOC® clarity antiblock	536215	Canada	Minerals Technologies Inc.	Registered
OPTIBLOC® clarity antiblock	97699606	France	Minerals Technologies Inc.	Registered
OPTIBLOC® clarity antiblock	39749045	Germany	Minerals Technologies Inc.	Registered
OPTIBLOC® clarity antiblock	2147655	Great Britain	Minerals Technologies Inc.	Registered
OPTIBLOC® clarity antiblock	362017000098805	Italy	Minerals Technologies Inc.	Registered
OPTIBLOC® clarity antiblock	4229865	Japan	Minerals Technologies Inc.	Registered
OPTIBLOC® clarity antiblock	567028	Mexico	Minerals Technologies Inc.	Registered
OPTIBLOC® clarity antiblock	2290481	USA	Minerals Technologies Inc.	Registered
POLYBLOC® talc antiblock	746345	Australia	Minerals Technologies Inc.	Registered
POLYBLOC® talc antiblock	503303	Canada	Minerals Technologies Inc.	Registered
POLYBLOC® talc antiblock	652073	EU	Minerals Technologies Inc.	Registered

[Schedule A]

Trademark	Registration Number	Jurisdiction	Owner	Status
POLYBLOC® talc antiblock	UK00900652073	Great Britain	Minerals Technologies Inc.	Registered
POLYBLOC® talc antiblock	438688	Indonesia	Minerals Technologies Inc.	Registered
POLYBLOC® talc antiblock	4646459	Japan	Minerals Technologies Inc.	Registered
POLYBLOC® talc antiblock	192873	Norway	Minerals Technologies Inc.	Registered
POLYBLOC® talc antiblock	T/9712782Z	Singapore	Minerals Technologies Inc.	Registered
POLYBLOC® talc antiblock	436517	South Korea	Minerals Technologies Inc.	Registered
POLYBLOC® talc antiblock	828035	Taiwan	Minerals Technologies Inc.	Registered
POLYBLOC® talc antiblock	348883/KOR79597	Thailand	Minerals Technologies Inc.	Registered
POLYBLOC® talc antiblock	2291472	USA	Minerals Technologies Inc.	Registered
POLYBOC	438688	Indonesia	Minerals Technologies Inc.	Registered
SERICRON® talc	846887	USA	Minerals Technologies Inc.	Registered
TALCRON® talc	776810	USA	Minerals Technologies Inc.	Registered
ULTRATALC® 609 talc (for use in plastics)	1872130	USA	Minerals Technologies Inc.	Registered
FORTITALC® talc	2755192	Argentina	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	908331215	Brazil	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	TMA971126	Canada	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	15412348	China	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	013288717	EU	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	UK00913288717	Great Britain	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	303143141	Hong Kong	Specialty Minerals (Michigan) Inc.	Registered

Trademark	Registration Number	Jurisdiction	Owner	Status
FORTITALC® talc	2816636	India	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	IDM000581927	Indonesia	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	5736808	Japan	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	2014064551	Malaysia	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	1479061	Mexico	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	559402	Russia	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	T1416020D	Singapore	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	1117133	South Korea	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	1689446	Taiwan	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	181126430	Thailand	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	4714001	USA	Specialty Minerals (Michigan) Inc.	Registered
OPTIBLOC® clarity antiblock	4327855	China	Specialty Minerals (Michigan) Inc.	Registered
OPTIBLOC® clarity antiblock	300310689	Hong Kong	Specialty Minerals (Michigan) Inc.	Registered
OPTIBLOC® clarity antiblock	1155492	Taiwan	Specialty Minerals (Michigan) Inc.	Registered
POLYBLOC® talc antiblock	4327856	China	Specialty Minerals (Michigan) Inc.	Registered
POLYBLOC® talc antiblock	300310652	Hong Kong	Specialty Minerals (Michigan) Inc.	Registered

Patents

Patent Number	Jurisdiction	Owner	Title
AR111640Bq 3615600 BR112019019803 2 CA 3061489 2018 80027407.X 3615600 3615600 3615600 2018/35145 IDP 0 083 259 380272 3615600 2019-558750 10-2019-7029021 397902 PI 2019005815 3615600 11201908455S 1901006752 107112863 3615600 10,683,411	Argentina Austria Brazil Canada China EP Finland France Gulf (GCC) Indonesia India Italy Japan Korea Mexico Malaysia Netherlands Singapore Thailand Taiwan Turkey United States	Specialty Minerals (Michigan) Inc.	Surface Treated Talc and Polymer Compositions for High Temperature Applications
P220100356 202110669917.0 2018/41399 P-00202207882 7234135 PI2022002193 10202113023P 111113020 11,365,312	Argentina China GCC Indonesia Japan Malaysia Singapore Taiwan United States	Specialty Minerals (Michigan) Inc.	Surface Treated Inorganic Particles and Polymer Compositions for High Temperature Applications
11,623,983	United States	Specialty Minerals (Michigan) Inc.	Surface Treated Talc and Polymer Compositions for High Temperature Applications

Exhibit D

Form of Transition Services Agreement

(see attached)

[REDACTED]

Exhibit E

Escrow Agreement

(see attached)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Agreement”) is made and entered into as of March 5, 2024, by and among Riverspan Partners Fund I LP, a Delaware limited partnership (“Riverspan” “Buyer”), Barretts Minerals Inc., a Delaware corporation (“Seller” and, together with Buyer, sometimes referred to individually as a “Party” and collectively as the “Parties”) and Citibank, N.A., as escrow agent (the “Escrow Agent”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement (as defined below), provided that the Escrow Agent shall not be deemed to have any knowledge of or duty to ascertain the meaning of any capitalized term not otherwise defined in this Agreement.

RECITALS

WHEREAS, Seller and Buyer are parties to that certain Purchase Agreement, dated as of the date hereof (as amended, supplemented or modified from time to time, the “Purchase Agreement”); and

WHEREAS, pursuant to Section 3.2 of the Purchase Agreement, concurrently with the execution of the Purchase Agreement, Seller shall cause to be deposited with the Escrow Agent the amount to be funded in connection with the submission of the bid in connection with the transactions contemplated by the Purchase Agreement in an amount equal to \$2,500,000 (the “Escrow Amount”) to be held in escrow in a segregated account established and maintained by the Escrow Agent as provided in this Agreement and the Purchase Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Appointment. The Parties hereby appoint the Escrow Agent as their escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment and agrees to act as escrow agent in accordance with the terms and conditions set forth herein.

2. Escrow Funds.

(a) Simultaneous with the execution and delivery of this Agreement, Seller is causing to be deposited with the Escrow Agent the Escrow Amount in immediately available funds. The Escrow Agent hereby acknowledges receipt of the Escrow Amount, together with all products and proceeds thereof, including all interest, dividends, gains and other income (collectively, the “Escrow Earnings”) earned with respect thereto (collectively, the “Escrow Funds”) in a separate and distinct account (the “Escrow Account”), subject to the terms and conditions of this Agreement. The Escrow Funds will be held by the Escrow Agent and will be disbursed only in accordance with the terms and subject to the conditions of this Agreement and the Purchase Agreement.

(b) For greater certainty, all Escrow Earnings shall be retained by the Escrow Agent and reinvested in the Escrow Funds and shall become part of the Escrow Funds; and shall be disbursed as part of the Escrow Funds in accordance with the terms and conditions of this Agreement.

3. Investment of Escrow Funds.

(a) Unless otherwise instructed in writing by an Authorized Representative of the Parties, the Escrow Agent shall hold the Escrow Funds in an interest-bearing deposit obligation of the Escrow Agent, insured by the Federal Deposit Insurance Corporation (“FDIC”) to the applicable limits. The Parties acknowledge that the initial interest rate is subject to change from time to time and shall be reflected in the monthly statement provided to the Parties. The Escrow Funds shall at all times remain available for distribution in accordance with Section 4 below.

(b) The Escrow Agent shall send an account statement to each of the Parties on a monthly basis reflecting activity in the Escrow Account for the preceding month.

(c) The Escrow Agent shall have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the escrowed property, as applicable, provided that the Escrow Agent has made such investment, reinvestment or liquidation of the escrowed property in accordance with the terms, and subject to the conditions of this Agreement. The Escrow Agent does not have a duty nor will it undertake any duty to provide investment advice.

4. Disposition and Termination of the Escrow Funds.

(a) Escrow Funds. The Parties shall act in accordance with, and the Escrow Agent shall hold and release the Escrow Funds only as provided in, this Section 4(a) as follows:

(i) Upon receipt of a Joint Release Instruction with respect to the Escrow Funds, the Escrow Agent shall promptly, but in any event within two (2) Business Days after receipt of a Joint Release Instruction, disburse all or part of the Escrow Funds in accordance with such Joint Release Instruction.

(ii) Upon receipt by the Escrow Agent of a copy of a Final Determination from any Party, the Escrow Agent shall promptly, but no later than the second (2nd) Business Day following receipt of such Final Determination, disburse part or all, as the case may be, of the Escrow Funds (but only to the extent funds are available in the Escrow Account) as directed by and in accordance with such Final Determination. The Escrow Agent will act on such Final Determination without further inquiry.

(iii) All payments of any part of the Escrow Funds shall be made by wire transfer of immediately available funds as set forth in the Joint Release Instruction or Final Determination, as applicable.

(iv) Any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of any funds on deposit in the Escrow Account under the terms of this Agreement must be in writing, executed by the appropriate Party or Parties as evidenced by the signatures of the person or persons set forth on Exhibit A-1 and Exhibit A-2 (each, an “Authorized Representative”) and delivered to the Escrow Agent attached to an e-mail received on a Business Day to an e-mail address set forth in Section 11 below. In the event a Joint Release Instruction or Final Determination is delivered to the Escrow Agent, the Escrow Agent is authorized to seek confirmation of such instruction by telephone call back to any of the Authorized

Representatives of Buyer and Seller, respectively, and the Escrow Agent may rely upon the confirmations of anyone purporting to be an Authorized Representative. To assure accuracy of the instructions it receives, the Escrow Agent may record such call backs. If the Escrow Agent is unable to verify the instructions, or is not reasonably satisfied with the verification it receives, it will not execute the instruction until all such issues have been resolved. The persons and telephone numbers for call backs may be changed only in writing, executed by an Authorized Representative of the applicable Party, actually received and acknowledged by the Escrow Agent.

(b) Certain Definitions.

(i) “Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are not required or authorized by law to be closed in New York, New York.

(ii) “Final Determination” means a final non-appealable order of any court of competent jurisdiction which may be issued, together with (A) a written certificate of the prevailing Party to the effect that such order is final and non-appealable and from a court of competent jurisdiction having proper authority and (B) the written payment instructions of the prevailing Party to effectuate such order, in each case, executed by an Authorized Representative of the prevailing Party.

(iii) “Joint Release Instruction” means the joint written instruction executed by an Authorized Representative of each of Buyer and Seller directing the Escrow Agent to disburse all or a portion of the Escrow Funds, as applicable.

(iv) “Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof.

5. Escrow Agent. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein, which shall be deemed purely ministerial in nature, and no other duties, including but not limited to any fiduciary duties, shall be implied. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of, nor have any requirements to comply with, the terms and conditions of any other agreement, instrument or document between the Parties, in connection herewith, if any, including without limitation the Purchase Agreement, nor shall the Escrow Agent be required to determine if any Person has complied with any such agreements, nor shall any additional obligations of the Escrow Agent be inferred from the terms of such agreements, even though reference thereto may be made in this Agreement. Notwithstanding the terms of any other agreement between the Parties, the terms and conditions of this Agreement will control the actions of the Escrow Agent. The Escrow Agent may rely upon and shall not be liable for acting or refraining from acting upon any Joint Release Instruction or Final Determination furnished to it hereunder and believed by it in good faith to be genuine and to have been signed by an Authorized Representative of the proper Party or Parties. Concurrent with the execution of this Agreement, the Parties shall deliver to the Escrow Agent authorized signers’ forms in the form of Exhibit A-1 and Exhibit A-2 attached hereto. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. The Escrow Agent shall have no duty to solicit any payments which may be due it or the

Escrow Funds. In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any Party hereto, in its opinion, which conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be directed otherwise in a Joint Release Instruction or Final Determination. The Escrow Agent may interplead all of the assets held hereunder into a court of competent jurisdiction or may seek a declaratory judgment with respect to certain circumstances, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets or any action or nonaction based on such declaratory judgment. The Escrow Agent may consult with legal counsel of its selection in the event of any dispute or question as to the meaning or construction of any of the provisions hereof or its duties hereunder. The Escrow Agent will not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that the Escrow Agent's fraud, gross negligence or willful misconduct was the cause of any direct loss to either Party. To the extent practicable, the Parties agree to pursue any redress or recourse in connection with any dispute without making the Escrow Agent a party to the same. Anything in this Agreement to the contrary notwithstanding, except in the event of its fraud, or willful misconduct, in no event shall the Escrow Agent be liable for any special, indirect, punitive, incidental or consequential losses or damages of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such losses or damages and regardless of the form of action.

6. Resignation and Removal of Escrow Agent. The Escrow Agent (a) may resign and be discharged from its duties or obligations hereunder by giving thirty (30) calendar days advance notice in writing of such resignation to the Parties specifying a date when such resignation shall take effect or (b) may be removed, with or without cause, by Seller and Buyer acting jointly at any time by providing written notice to the Escrow Agent. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the escrow business of the Escrow Agent may be transferred, shall be the Escrow Agent under this Agreement without further action. The Escrow Agent's sole responsibility after such thirty (30) day notice period expires or after receipt of written notice of removal shall be to hold and safeguard the Escrow Funds (without any obligation to reinvest the same) and to deliver the same in full (i) to a substitute or successor escrow agent pursuant to a joint written designation from the Parties, (ii) as set forth in a Joint Release Instruction or (iii) in accordance with the directions of a Final Determination, and, at the time of such delivery, the Escrow Agent's obligations hereunder shall cease and terminate. In the event the Escrow Agent resigns, if the Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) calendar days following receipt of the notice of resignation, the Escrow Agent may petition any court of competent jurisdiction for the appointment of such a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the parties hereto.

7. Fees and Expenses. All fees and expenses of the Escrow Agent are described in Schedule 1 attached hereto and shall be paid equally by the Parties. The fees agreed upon for the services to be rendered hereunder are intended as full compensation for the Escrow Agent services as contemplated by this Agreement.

8. Indemnity. Each of the Parties shall jointly and severally indemnify, defend, and hold harmless the Escrow Agent and its affiliates and their respective successors, assigns, directors, officers, agents and employees (the “Indemnitees”) from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, actions, suits, proceedings, litigation, investigations, costs or expenses (including the reasonable and documented out-of-pocket fees and expenses of one outside counsel and experts and their staffs and reasonable and documented out-of-pocket expense of document location, duplication and shipment, but excluding income taxes imposed on the Escrow Agent or its affiliates with respect to any fees earned hereunder) (collectively “Escrow Agent Losses”) arising out of or in connection with (a) the Escrow Agent’s execution and performance of this Agreement, tax reporting or withholding, the enforcement of any rights or remedies under or in connection with this Agreement, or as may arise by reason of any act, omission or error of the Indemnitee, except to the extent that such Escrow Agent Losses, as adjudicated by a court of competent jurisdiction, have been caused by the fraud, gross negligence or willful misconduct of the Escrow Agent or any Indemnitee, or (b) the Escrow Agent following any Joint Release Instruction, Final Determination or other instruction (in accordance with the terms of this Agreement) from Seller and/or Buyer. It is understood and agreed that the Escrow Agent does not have a contractual right of set-off or a contractual security interest under this Agreement; provided, however, that nothing herein shall be construed as a waiver of any statutory or common law rights to which the Escrow Agent may otherwise be entitled with respect thereto. Notwithstanding anything to the contrary herein, Buyer and Seller agree, solely as between themselves, that any obligation for indemnification under this Section 8 (or for reasonable fees and expenses of the Escrow Agent described in Section 7) shall be borne by the Party or Parties determined by a court of competent jurisdiction to be responsible for causing the loss, damage, liability, cost or expense against which the Escrow Agent is entitled to indemnification or, if no such determination is made, then one-half by Buyer and one-half by Seller. The Parties acknowledge that the foregoing indemnities shall survive the resignation or removal of the Escrow Agent or the termination of this Agreement.

9. Tax Matters.

(a) Buyer shall be responsible for and be the taxpayer of all taxes due on the interest or income earned, if any, on the Escrow Funds for the calendar year in which such interest or income is earned. The Escrow Agent shall report any interest or income earned on the Escrow Funds to the IRS or other taxing authority on IRS Form 1099. Prior to the date hereof, the Parties shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate forms W-9 or W-8 as applicable and such other forms and documents that the Escrow Agent may reasonably request.

(b) The Escrow Agent shall be responsible only for income reporting to the Internal Revenue Service with respect to income earned on the Escrow Funds. The Parties hereby represent to the Escrow Agent that no other tax reporting of any kind is required by the Escrow Agent given the underlying transaction giving rise to this Agreement. The Escrow Agent shall withhold any taxes required to be withheld by applicable law, including but not limited to required withholding in the absence of proper tax documentation, and shall remit such taxes to the appropriate authorities.

(c) The Escrow Agent, its affiliates, and its employees are not in the business of providing tax or legal advice to any taxpayer outside of Citigroup, Inc. and its affiliates. This Agreement and any amendments or attachments hereto are not intended or written to be used, and may not be used or relied upon, by any such taxpayer or for the purpose of avoiding tax penalties. Any such taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

10. Covenant of Escrow Agent. The Escrow Agent hereby agrees and covenants with the Parties that it shall perform all of its obligations under this Agreement and shall not deliver custody or possession of any of the Escrow Funds to anyone except pursuant to the express terms of this Agreement or as otherwise required by law.

11. Notices. All notices, requests, demands and other communications required under this Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) at the time of transmission (provided no notice of non-delivery is generated at the time of transmission) if sent by electronic mail ("e-mail") with a PDF attachment executed by an Authorized Representative of the Party/Parties to the e-mail address given below, (iii) by overnight delivery with a reputable national overnight delivery service, or (iv) by mail or by certified mail, return receipt requested, and postage prepaid. If any notice is mailed, it shall be deemed given five Business Days after the date such notice is deposited with the United States Postal Service. If notice is given to a Party, it shall be given at the physical or e-mail address for such Party set forth below. It shall be the responsibility of the Parties to notify the Escrow Agent in writing of any name or address changes.

if to Seller, then to:

c/o Minerals Technologies Inc.
622 3rd Avenue
New York, NY 10017
Attention: Alexander K. Sudnik
Keith Krysinski
Email: alexander.sudnik@mineralstech.com
keith.krysinski@mineralstech.com

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
1271 Avenue of the Americas
New York, NY 10020
Attention: Anu Yerramalli
Daniel Mun
Kimberly Posin
E-mail: anu.yerramalli@lw.com
daniel.mun@lw.com
kim.posin@lw.com

or, if to Buyer, then to:

Riverspan Partners
321 North Clark Street, Suite 720
Chicago, IL 60654
Attention: John Gilligan
Dave Thomas
Email: john@riverspan.com
dave@riverspan.com

with a copy (which shall not constitute notice) to:

McDermott Will & Emery
One Vanderbilt Avenue
New York, NY 10017
Attention: Thomas Sauermilch; Marcus Helt; Nicole Yoon
Email: tsauermilch@mwe.com
mhelt@mwe.com
nyoon@mwe.com

Milbank LLP
55 Hudson Yards
New York, NY 10001
Attention: Andrew Fadale; Evan Fleck
Email: afadale@milbank.com
EFleck@milbank.com

or, if to the Escrow Agent, then to:

Citibank, N.A.
Citi Private Bank
388 Greenwich St., 17th Floor
New York, NY 10013
Attn: Lisha John/Anabelle Roa
Telephone No.: 212.783.7048/212.783.7131
Facsimile No.: 212.783.7131
E-mail: rola.tsengpappalardo@citi.com/anabelle.roa@citi.com

Notwithstanding the above, in the case of communications delivered to the Escrow Agent and another party hereto pursuant to the foregoing clauses (i) and (iii) of this Section 11, such communications shall be deemed to have been given on the date received by the Escrow Agent and such party. In the event that the Escrow Agent, in its sole discretion, shall determine that an emergency exists, the Escrow Agent may use such other means of communication as the Escrow Agent deems appropriate.

12. Termination. This Agreement shall terminate on the first to occur of (a) the distribution of all of the amounts in the Escrow Account in accordance with this Agreement or (b) delivery to the Escrow Agent of a written notice of termination executed jointly by Buyer and Seller after which this Agreement shall be of no further force and effect except that (i) the provisions of Section 8 hereof shall survive termination and (ii) the Escrow Agent shall be required to cause the Escrow Funds to be distributed in their entirety in strict accordance with a Joint Release Instruction or a Final Determination, as applicable, provided to Escrow Agent in accordance with the provisions of this Agreement

13. Miscellaneous. The provisions of this Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by all of the parties hereto. Neither this Agreement nor any right or interest hereunder may be assigned in whole or in part by any party without the prior written consent of the other parties. This Agreement shall be governed by and construed under the laws of the State of Delaware. Each party irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State of Delaware without regard to its conflicts of laws principles. The parties hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising from or relating to this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the parties to this Agreement may be transmitted by electronic transmission in portable document format (.pdf) or other electronic means, and such .pdf or other electronic format will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party. If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Parties represent, warrant and covenant that each document, notice, instruction or request provided by such Party to the Escrow Agent shall comply with applicable laws and regulations. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby irrevocably waived by the parties hereto to the fullest extent permitted by law, to the end that this Agreement shall be enforced as written. Except as expressly provided in Section 8, nothing in this Agreement, whether express or implied, shall be construed to give to any person or entity other than the Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of this Agreement or any funds escrowed hereunder.

14. Compliance with Court Orders. In the event that any property escrowed hereunder shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any

other Person, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

15. Further Assurances. Following the date hereof, each party shall deliver to the other parties such further information and documents and shall execute and deliver to the other parties such further instruments and agreements as any other party shall reasonably request to consummate or confirm the transactions provided for herein, to accomplish the purpose hereof or to assure to any other party the benefits hereof.

16. Assignment. Neither this Agreement nor any right or interest hereunder may be assigned, in whole or in part, by any Party hereto, without the prior written consent of the other parties hereto (such consent not to be unreasonably delayed, conditioned or withheld). This Agreement shall bind, and inure to the benefit of, the Parties and their respective successors and permitted assigns. No assignment of the interest of any of the Parties shall be binding upon the Escrow Agent unless and until written notice of such assignment shall be provided to the Escrow Agent. The assignment by any Party of its rights and/or interests hereunder shall not release or discharge such Party from any of its obligations hereunder. In no event shall the Escrow Agent be obligated hereunder to obey any written instructions delivered pursuant hereto from any assignee of any rights under this Agreement, unless, in such case, such assignee has become a Party to this Agreement. Any transfer or assignment of the rights, interests or obligations hereunder in violation of the terms hereof shall be void *ab initio* and of no force or effect.

17. Force Majeure. The Escrow Agent shall not incur any liability for not performing any act or fulfilling any obligation hereunder by reason of any occurrence beyond its control (including, but not limited to, any provision of any present or future law or regulation or any act of any governmental authority, any act of God or war or terrorism, or the unavailability of the Federal Reserve Bank wire services or any electronic communication facility), it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

18. Compliance with Federal Law. To help the U.S. Government fight the funding of terrorism and money laundering activities and to comply with Federal law requiring financial institutions to obtain, verify and record information on the source of funds deposited to an account, the Parties agree to provide the Escrow Agent with the name, address, taxpayer identification number, and remitting bank for all Parties depositing funds at the Escrow Agent pursuant to the terms and conditions of this Agreement. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Escrow Agent may ask for documentation to verify its formation and existence as a legal entity. The Escrow Agent may also ask to see financial statements, licenses, identification and/or authorization documents from individuals claiming authority to represent the entity or other relevant documentation to the extent necessary to prove such authority.

19. Use of Electronic Records and Signatures. As used in this Agreement, the terms “writing” and “written” include electronic records, and the terms “execute,” “signed” and “signature” include the use of electronic signatures. Notwithstanding any other provision of this Agreement or the attached Exhibits and Schedules, any electronic signature that is presented as the

signature of the purported signer, regardless of the appearance or form of such electronic signature, may be deemed genuine by the Escrow Agent in the Escrow Agent's good faith discretion, and such electronic signature shall be of the same legal effect, validity and enforceability as a manually executed, original, wet-ink signature; provided, however, that any such electronic signature must be an actual and not a typed signature. In accordance with Section 8 of this Agreement, the Escrow Agent shall be indemnified and held harmless from any Escrow Agent Losses it incurs as a result of its acceptance of and reliance on electronic signatures that it deems in good faith to be genuine. Any electronically signed agreement, instruction or other document shall be an "electronic record" established in the ordinary course of business and any copy shall constitute an original for all purposes. The terms "electronic signature" and "electronic record" shall have the meaning ascribed to them in 15 USC § 7006. This Agreement and any instruction or other document furnished hereunder may be transmitted as a PDF file attached to an email.

20. Return of Funds. If the Escrow Agent releases any funds, including but not limited to the Escrow Amount or any portion of it, to a Party and subsequently determines, in good faith, that the payment or any portion of it was made in error, the Party shall, upon notice, promptly refund the erroneous payment. Any such erroneous payment by the Escrow Agent, and the Party's return thereof to the Escrow Agent, shall not affect any obligation or right of either the Escrow Agent or the Parties. Each of the Parties agrees not to assert discharge for value, bona fide payee, or any similar doctrine as a defense to the Escrow Agent's recovery of any erroneous payment.

21. Use of Citibank Name. No publicly distributed printed or other material in any language, including prospectuses, notices, reports, and promotional material which mentions "Citibank" by name or the rights, powers, or duties of the Escrow Agent under this Agreement shall be issued by any other parties hereto, or on such party's behalf, without the prior written consent of the Escrow Agent.

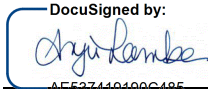
22. Sanctions. None of the Parties or any of their parents or subsidiaries, or any of their respective directors, officers, or employees, or to the knowledge of any Party, the affiliates of the Parties or any of their subsidiaries, will, directly or indirectly, use any part of any proceeds or lend, contribute, or otherwise make available such Escrow Funds in any manner that would result in a violation by any person of economic, trade, or financial sanctions, requirements, or embargoes imposed, administered, or enforced from time to time by the United States (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. Department of State), the United Kingdom (including, without limitation, His Majesty's Treasury), the European Union and any EU member state, the United Nations Security Council, and any other relevant sanctions authority.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the date set forth above.

SELLER:

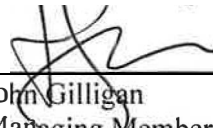
BARRETT'S MINERALS INC.

By:  AE637419198C485...
Name: Anju Lamba
Title: Vice President, Assistant Corporate
Controller and Assistant Treasurer

BUYER:

RIVERSPAN PARTNERS FUND I LP

By: Riverspan Partners GP I LLC, its general partner

By:  _____

Name: John Gilligan

Title: Managing Member

ESCROW AGENT:

CITIBANK, N.A.

By: 
Name: _____
Title: _____

Lisha John, SVP
Citi Private Bank
388 Greenwich Street, 29th FL
New York, NY 10013
212-783-7048

Schedule 1

ESCROW AGENT FEE SCHEDULE Citibank, N.A., Escrow Agent

Acceptance Fee

To cover the acceptance of the Escrow Agency appointment, the study of the Agreement, and supporting documents submitted in connection with the execution and delivery thereof, and communication with other members of the working group.

Fee: WAIVED

Administration Fee

The annual administration fee covers maintenance of the Escrow Account including safekeeping of assets in the Escrow Account, normal administrative functions of the Escrow Agent, including maintenance of the Escrow Agent's records, follow-up of the Agreement's provisions, and any other safekeeping duties required by the Escrow Agent under the terms of the Agreement. Fee is based on Escrow Amount being deposited in an interest bearing deposit obligation at Citibank, N.A., FDIC insured to the applicable limits.

Fee: WAIVED

Tax Preparation Fee

To cover preparation and mailing of Forms 1099-INT (or other appropriate forms), if applicable for the escrow parties for each calendar year.

Fee: WAIVED

Transaction Fees

To oversee all required disbursements or release of property from the Escrow Account to any escrow party, including cash disbursements made via check and/or wire transfer, fees associated with postage and overnight delivery charges incurred by the Escrow Agent as required under the terms and conditions of the Agreement.

Fee: WAIVED

Other Fees

Material amendments to the Agreement: additional fee(s), if any, to be discussed at time of amendment.

TERMS AND CONDITIONS: The above schedule of fees does not include charges for out-of-pocket expenses or for any services of an extraordinary nature that the Escrow Agent or its legal counsel may be called upon from time to time to perform. Fees are also subject to satisfactory review of the documentation, and the Escrow Agent reserves the right to modify them should the characteristics of the transaction change. The Escrow Agent's participation in this program is subject to internal approval of the third party depositing monies into the Escrow Account to be established hereunder. The Acceptance Fee, if any, is payable upon execution of the Agreement. Should this schedule of fees be accepted and agreed upon and work commenced on this program but subsequently halted and the program is not brought to market, the Acceptance Fee and legal fees incurred, if any, will still be payable in full.

EXHIBIT A-1Certificate as to Seller Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Seller and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under this Agreement, on behalf of Seller. The below listed persons (must list at least two individuals) have also been designated an Authorized Individual and may be contacted by Citibank, N.A. prior to the release of Escrow Funds from the escrow account(s).

Name / Title / TelephoneSpecimen SignatureErik C. AldagNameSignatureSenior Vice President, Finance and
Treasury, CFOTitle212-878-1809Phone347-387-2485Mobile PhoneAnju LambaNameSignatureVice President, Assistant Corporate
Controller and Assistant TreasurerTitle212-878-1993Phone347-267-3149Mobile PhoneNameSignatureTitleTelephoneMobile Phone

EXHIBIT A-2Certificate as to Buyer Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Buyer and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under this Agreement, on behalf of Buyer. The below listed persons (must list at least two individuals) have also been designated an Authorized Individual and may be contacted by Citibank, N.A. prior to the release of Escrow Funds from the escrow account(s).

Name / Title / TelephoneSpecimen SignatureJOHN GILLIGAN

Name

Riverspan Partners GP I LLC, its General Partner
MANAGING MEMBER

Title

(312) 602-0770

Phone

(915) 828-1329

Mobile Phone

DAVID THOMAS

Name

Riverspan Partners GP I LLC, its General Partner
MANAGING MEMBER

Title

(312) 602-0799

Phone

(312) 343-1778

Mobile Phone

Name

Signature

Title

Telephone

Mobile Phone

Exhibit F

Form of Patent License Agreement

(see attached)

EXHIBIT F

PATENT LICENSE AGREEMENT

This **PATENT LICENSE AGREEMENT** (this “Agreement”) is entered into as of [] (the “Effective Date”), by and between a newly formed subsidiary of Riverspan Partners Fund I LP formed for the purpose of effectuating the transactions set forth in the Asset Purchase Agreement (as defined below) (the “Licensor”) and Minerals Technologies Inc. (the “Licensee,” and together with the Licensor, the “Parties,” and each a “Party”).

RECITALS

WHEREAS, Barretts Minerals Inc. (“BMI”) commenced a voluntary case under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas on October 2, 2023;

WHEREAS, the Licensor and BMI are parties to that certain Asset Purchase Agreement, dated as of March 14, 2024, pursuant to which BMI agreed to sell, assign, convey, transfer, and deliver to the Licensor, and cause the Licensee and Specialty Minerals (Michigan) Inc. (“Specialty Minerals”) to sell, assign, convey, transfer, and deliver to the Licensor, all rights, title, and interests in and to and certain Intellectual Property (as defined below) of the Licensee, BMI, and Specialty Minerals (the “Sale”); and

WHEREAS, the Licensor has agreed to provide to the Licensee, and the Licensee desires to obtain from the Licensor, a license to the Patents listed on Schedule A hereto (such Patents, the “Transferred Patents”), provided such license will solely be in the Licensed Field (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Definitions.

1.1 The following terms used herein shall have ascribed thereto the following meanings:

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

(b) “Business” means the business of mining, producing, processing, marketing, distributing, and selling talc and talc-based products.

(c) “Claim(s)” means any claim contained in the Licensed Patents.

(d) “Exclusive Licensed Field” means the field of use related to the business of mining, producing, processing, marketing, distributing, and selling non-talc minerals-based compositions, including those which are: (i) calcium-based (e.g., calcium carbonate, precipitated calcium carbonate), (ii) clays (e.g., bentonite and/or montmorillonite), and/or (iii) silica-based, and (iv) compositions which contain

and use (i)-(iii) as additives in polymer-based applications. The Exclusive Licensed Field specifically excludes the field of use related to the Business and the Non-Exclusive Licensed Field.

(e) “Intellectual Property” means intellectual or proprietary rights, which may exist or be created under the laws of any jurisdiction in the world, including all: (i) rights associated with works of authorship, including exclusive exploitation rights, mask work rights, copyrights and moral and similar attribution rights, (ii) trade names, corporate names, logos, slogans, trade dress, trademarks, service marks and other source or business identifiers and general intangibles of a like nature, and all goodwill associated with the foregoing, (iii) proprietary rights in internet domain names and IP addresses, (iv) trade secret rights, (v) Patents, (vi) rights in or relating to any and all registrations, issuances, provisionals, reissuances, continuations, continuations-in-part, revisions, substitutions, reexaminations, renewals, extensions, combinations, divisions and reissues of, and applications for, any of the foregoing rights, and (vii) rights to prosecute, sue, enforce or recover or retain damages, costs or attorneys’ fees with respect to the past, present and future infringement, misappropriation, dilution, unauthorized use or disclosure or other violation of any of the foregoing.

(f) “Law” means any federal, state, local, tribunal, municipal or foreign law, statute, legislation, common law, rule, regulation, ruling, directive or other similar requirement having the effect of law issued, enacted, adopted, promulgated, implemented or otherwise put into effect by any governmental authority.

(g) “Licensed Field” means the Exclusive Licensed Field and the Non-Exclusive Licensed Field.

(h) “Licensed Patents” means the Transferred Patents.

(i) “Non-Exclusive Licensed Field” means all fields of use other than the Business and the Exclusive Licensed Field. For clarity, the Non-Exclusive Licensed Field includes the business of mining, producing, processing, marketing, distributing, and selling minerals-based compositions that include both talc and another mineral or other minerals.

(j) “Patents” means (i) all issued patents (including any extensions, restorations by any existing or future extension or registration mechanism (including patent term adjustments, patent term extensions, supplemental protection certificates or the equivalent thereof), substitutions, confirmations, re-registrations, re-examinations, reissues, patents and patent claims maintained after post grant examination (including *inter partes* review, post grant review or opposition proceeding) and patents of addition); (ii) patent applications (including all provisional applications, substitutions, requests for continuation, continuations, continuations-in part, divisionals and renewals); (iii) inventor’s certificates; and (iv) all equivalents of the foregoing in any country of the world.

(k) “Person” means any natural person, company, corporation, limited liability company, general partnership, limited partnership, trust, estate, proprietorship, joint venture, business organization, educational institution, research institute, non-profit organization, governmental entity, or other entity or organization.

2. Grant of License. Subject to the terms and conditions contained herein, the Licensors hereby grants to the Licensee and its Affiliates a non-exclusive for the Non-Exclusive Licensed Field, and exclusive for the Exclusive Licensed Field, perpetual, irrevocable, fully paid-up, royalty-free, worldwide, sublicensable (solely as necessary for Licensee to conduct its business in the Licensed Field), and

transferable right and license during the Term (as defined below) to use and practice the Licensed Patents, including any Claims under the Licensed Patents, in each case in the Licensed Field.

3. Representations and Warranties; Covenants; Limitation of Liability.

3.1 Mutual Representations and Warranties. Each Party represents and warrants, and covenants that it has obtained all required corporate approvals to enter into and perform its obligations under this Agreement.

3.2 Covenants. Each Party shall not and shall cause its Affiliates, and its and their respective sublicensees or other third parties acting on behalf of the foregoing not to, enter into any agreement or arrangement with any third party that is inconsistent with, prohibits or otherwise interferes with, its obligations under this Agreement or any or all of the rights granted to the other Party under this Agreement.

3.3 Limitation of Liability. WITH THE EXCEPTION OF EACH PARTY'S LIABILITY FROM WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES INCURRED AS A RESULT OF ANY BREACH OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, PHYSICAL INJURY, LOST BUSINESS OPPORTUNITY OR COST SAVINGS, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF CONSEQUENTIAL DAMAGES UNDER THIS SECTION WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY, AND INDEPENDENT OF ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED WARRANTY OR OTHER REMEDIES PROVIDED UNDER THIS AGREEMENT.

4. Maintenance. The Licensor shall be responsible for the maintenance of the Licensed Patents worldwide, including without limitation, any interferences, reissue proceedings, reexaminations, applications for supplementary protection certificates and oppositions, and for the preparation, filing, and prosecution of any patent applications for improvements thereof. In furtherance of the foregoing, the Licensor shall be responsible all fees in connection with the Licensed Patents, as well as any costs to be incurred with the foregoing. In addition, the Licensor shall be responsible for defending the Licensed Patents in respect of any invalidation proceedings, patent opposition proceeding or third-party infringement claim, and as between the Parties, Licensor shall bear any costs or expenses in connection therewith. If the Licensor wishes to abandon any Licensed Patent, it shall give the Licensee reasonable advance prior written notice of the desired abandonment and Licensee shall have the opportunity to assume the maintenance of such Licensed Patent, and upon the Licensee's request, which may be provided at any time after the notice of desired abandonment, the Licensor shall assign to the Licensee such Licensed Patent and furthermore, the Licensor shall do and perform, or cause to be done and performed, all such further acts and things as the Licensee may reasonably request in order to carry out the intent and accomplish the purposes of the transfer of such Licensed Patents, including to perfect the Licensee's ownership of and record title of such Licensed Patents. Contemporaneously with such assignment to Licensee, Licensee shall and hereby grants to the Licensor and its Affiliates a non-exclusive, perpetual, irrevocable, fully paid-up, royalty-free, worldwide, sublicensable (solely as necessary for Licensor to conduct the Business), and transferable right and license during the Term (as defined below) to use and practice such Licensed Patent, including any Claims under the Licensed Patent, in each case in the conduct of the Business.

5. Term and Termination.

5.1 Term. This Agreement will continue until the last of the Licensed Patents has expired or been abandoned (the "Term").

5.2 Termination. The Licensee may terminate this Agreement, and all of its rights hereunder, with or without cause, by providing thirty (30) days' written notice to the Licensor.

5.3 Survival. The Following provisions of this Agreement will survive the expiration or earlier termination of this Agreement: Section 1; Section 3; this Section 5.3; Section 6; and Section 7.

6. Confidentiality; Publicity.

6.1 Authorized Disclosure. Notwithstanding the restrictions on non-use and confidentiality contained in Section 6.2, a Party may disclose the existence and terms of this Agreement to (a) sublicensees and their employees, directors, agents, consultants, advisors or other third parties as necessary or useful in connection with the exploitation of any Licensed Patent or as may otherwise be reasonably required in order for such Party to perform its obligations, or to exploit its rights, under this Agreement, in each case who are under an obligation of confidentiality with respect to such information that is no less stringent than the terms of this Section 6; (b) governmental authorities in any country, in order to obtain Patents, and comply with statutory tax and legal requirements in any country or perform its obligations or exploit its rights under this Agreement, provided that such information shall be disclosed only to the extent reasonably necessary to do so; (c) the extent required by applicable law, including by the rules or regulations of the United States Securities and Exchange Commission or similar regulatory agency in a country other than the United States or of any stock exchange or listing entity that are applicable to a Party, its parent entity or any of its investors; and (d) (i) any bona fide actual or prospective underwriters, investors, lenders or acquirers of a Party or substantially all its assets and to consultants and advisors of such third party, and (ii) any bona fide actual or prospective strategic partners, including prospective sublicensees, and to consultants and advisors of such third party, in each case of (i) and (ii) during bona fide business discussions, provided that the receiving party of such information is under an obligation of confidentiality of reasonable scope and duration with respect to such information. If a Party is required by applicable law to disclose information that is subject to the non-disclosure provisions of this Section 6, such Party shall promptly inform the other Party of the disclosure that is being sought in order to provide the other Party an opportunity to challenge or limit the disclosure. Information that is required to be disclosed by applicable law shall remain otherwise subject to the confidentiality and nonuse provisions of this Section 6. If either Party concludes that a copy of this Agreement must be filed by such Party, its parent entity or any of its investors with the United States Securities and Exchange Commission or similar regulatory agency in a country other than the United States or of any stock exchange or listing entity, such Party shall provide the other Party with a copy of such agreement showing any provisions hereof as to which such first Party proposes to request confidential treatment, shall provide the other Party with an opportunity to comment on any such proposed redactions and to suggest additional redactions, and shall take such Party's comments into consideration before filing such agreement.

6.2 Publicity. Except as set forth in Section 6.1, the terms of this Agreement may not be disclosed by either Party. Neither Party (or any of its parent entities or investors) shall use the name of the other Party or its employees in any publicity, news release or disclosure relating to this Agreement, its subject matter, or the activities of the Parties hereunder without the prior express written permission of the other Party, except as may be required by applicable law, including by the rules or regulations of the United States Securities and Exchange Commission or similar regulatory agency in any country other than the United States or of any stock exchange or listing entity that are applicable to a Party, its parent entity or any of its investors, or except as expressly permitted by the terms of this Agreement.

7. General.

7.1 Rights in Bankruptcy. All rights and licenses granted under or pursuant to this Agreement by the Licensor (or to the Licensor) are, and will otherwise be deemed to be, for purposes of Section 365(n)

of the U.S. Bankruptcy Code, licenses of rights to “intellectual property” as defined in Section 101 of the U.S. Bankruptcy Code (or, to the extent applicable, a similar or equivalent term under any equivalent bankruptcy laws of any other jurisdiction). The Parties agree that the Licensee, as a licensee of such rights (or, as applicable, the Licensor, as licensee of such rights) under this Agreement, will retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code (or, to the extent applicable, any equivalent bankruptcy laws of any other jurisdiction). Without limiting the foregoing, the Parties further agree that, if a bankruptcy proceeding by or against a Party, as licensor under this Agreement, under the U.S. Bankruptcy Code (or, to the extent applicable, any equivalent bankruptcy laws of any other jurisdiction) commences, the other Party, as licensee, shall have the right to retain the licensee’s rights under this Agreement, specifically including, without limitation, the right to exercise its rights granted herein to the Licensed Patents.

7.2 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either Party (whether by operation of law or otherwise) without the prior written consent of the other Party, provided, however, that either Party may assign this Agreement to an Affiliate or a successor-in-interest in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets, without the other Party’s prior written consent. No assignment by any Party shall relieve such Party of any of its obligations hereunder. Any attempted or purported assignment in violation of this Section 7.2 will be deemed void *ab initio*. Subject to the foregoing, this Agreement and all of the provisions hereof shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

7.3 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (a) when delivered personally to the recipient, (b) when sent by electronic mail, on the date of transmission to such recipient if sent during the business hours of the recipient, and one business day after the date of transmission if sent after the business hours of the recipient, (c) one business day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (d) four business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient. The following addresses should be used for any notice given pursuant to this Section 7.3:

(a) If to the Licensee, to:

Minerals Technologies Inc.
622 3rd Avenue
New York, NY 10017
Attention: Timothy J. Jordan
Email: timothy.jordan@mineralstech.com

with a mandated copy (which shall not constitute notice) to:

Hughes Hubbard & Reed LLP
One Battery Park Plaza
New York, NY 10004
Attention: Christopher Kiplok
Erin Diers
Email: christopher.kiplok@hugheshubbard.com
erin.diers@hugheshubbard.com

(b) If to the Licensor, to:

Riverspan Partners
321 North Clark Street, Suite 720
Chicago, IL 60654
Attention: John Gilligan
Dave Thomas
Email: john@riverspan.com
dave@riverspan.com

with a mandated copy (which shall not constitute notice) to:

McDermott Will & Emery
One Vanderbilt Avenue
New York, NY 10017
Attention: Thomas Sauermilch; Marcus Helt; Nicole Yoon
Email: tsauermilch@mwe.com
mhelt@mwe.com
nyoon@mwe.com

Milbank LLP
55 Hudson Yards
New York, NY 10001
Attention: Andrew Fadale; Evan Fleck
Email: afadale@milbank.com
EFleck@milbank.com

7.4 Amendment and Modification. This Agreement may be amended, modified or supplemented only by a written instrument signed by the Parties.

7.5 Extension; Waiver. Either Party, may, to the extent permitted by applicable law (a) extend the time for the performance of any of the obligations or other acts of each Party or (b) waive any condition to its obligations hereunder. Any agreement on the part of either Party to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of the applicable Party. The failure or delay of any Party to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of those rights, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of any rights hereunder.

7.6 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon a determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to reflect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

7.7 Counterparts. This Agreement and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a portable document format (.pdf), DocuSign, electronic signature or similar reproduction of such signed writing using electronic mail or other electronic

transmission shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail or that any signature is in facsimile or electronic format (including .pdf or DocuSign) as a defense to the formation or enforceability of a contract and each such Party forever waives any such defense.

7.8 Entire Agreement. This Agreement (including all Schedules) constitutes the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings among the Parties with respect thereto.

7.9 Headings. The descriptive headings and table of contents contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

7.10 Construction. The terms “hereby,” “hereto,” “hereunder” and any similar terms as used in this Agreement refer to this Agreement in its entirety and not only to the particular portion of this Agreement where the term is used. The terms “including,” “includes” or similar terms when used herein shall mean “including, without limitation”, and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. The word “or” when used in this Agreement is not meant to be exclusive unless expressly indicated otherwise. The word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, if applicable, and such phrase does not mean simply “if”. The word “will” shall be construed to have the same meaning as the word “shall”. Any reference to “days” means calendar days unless business days are expressly specified. The meanings of defined terms shall be equally applicable to the singular and plural forms of the defined terms, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. Any reference to any federal, state, provincial, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Unless otherwise indicated, references to Sections and Schedules refer to Sections and Schedules of and to this Agreement. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a day other than a business day, the period in question will end on the next succeeding business day. All references to dates and times herein, except as otherwise specifically noted, shall refer to New York City time.

7.11 Governing Law. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement and all claims and causes of action arising out of, based upon, or related to this Agreement or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of Delaware, without regard to choice or conflict of law principles that would result in the application of any laws other than the laws of the State of Delaware.

7.12 Submission to Jurisdiction; WAIVER OF JURY TRIAL.

(a) The Parties hereto hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of Delaware and the Federal courts of the United States of America located in the State of Delaware in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to herein, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or thereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof

may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the Parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Delaware State or Federal court. The Parties hereto hereby consent to and grant any such court jurisdiction over the person of such Parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding shall be valid and sufficient service thereof. With respect to any particular action, suit or proceeding, venue shall lie solely in Delaware. A Party hereto may apply either to a court of competent jurisdiction or to an arbitrator, if one has been appointed, for prejudgment remedies and emergency relief pending final determination of a claim pursuant to this Section 7.12. The appointment of an arbitrator does not preclude a Party hereto from seeking prejudgment remedies and emergency relief from a court of competent jurisdiction.

(b) EACH OF THE PARTIES IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL RIGHT SUCH PARTY MAY HAVE TO TRIAL BY JURY IN ANY ACTION, CLAIM, SUIT OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) BETWEEN THE PARTIES ARISING OUT OF, BASED UPON OR RELATING TO THIS AGREEMENT.

7.13 Expenses. Except as otherwise expressly provided in this Agreement, all costs and expenses (including all fees and disbursements of counsel, financial advisors and accountants) incurred in connection with the negotiation and preparation of this Agreement, the performance of the terms of this Agreement shall be paid by the respective Party incurring such costs and expenses.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Licensor and the Licensee has caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

Minerals Technologies Inc.

RIVERSPAN PARTNERS FUND I LP

By: Riverspan Partners GP LLC, its general partner

By: _____

By: _____

Name:

Name:

Title:

Title:

SCHEDULE A

Patent Number	Jurisdiction	Owner	Title
AR111640Bq 3615600 BR112019019803 2 CA 3061489 2018 80027407.X 3615600 3615600 3615600 2018/35145 IDP 0 083 259 380272 3615600 2019-558750 10-2019-7029021 397902 PI 2019005815 3615600 11201908455S 1901006752 107112863 3615600 10,683,411	Argentina Austria Brazil Canada China EP Finland France Gulf (GCC) Indonesia India Italy Japan Korea Mexico Malaysia Netherlands Singapore Thailand Taiwan Turkey United States	[Buyer]	Surface Treated Talc and Polymer Compositions for High Temperature Applications
P220100356 202110669917.0 2018/41399 P-00202207882 7234135 PI2022002193 10202113023P 111113020 11,365,312	Argentina China GCC Indonesia Japan Malaysia Singapore Taiwan United States	[Buyer]	Surface Treated Inorganic Particles And Polymer Compositions For High Temperature Applications
11,623,983	United States	[Buyer]	Surface Treated Talc and Polymer Compositions for High Temperature Applications

Exhibit G

Parent IP List

(see attached)

Parent IP

Trademarks

Trademark	Registration Number	Jurisdiction	Owner	Status
ABT® talc antiblock	1630530	USA	Minerals Technologies Inc.	Registered
CERCRON® talc	836153	USA	Minerals Technologies Inc.	Registered
MICROBLOC® talc antiblock	1556364	USA	Minerals Technologies Inc.	Registered
MICROTALC® talc	493406	Canada	Minerals Technologies Inc.	Registered
MICROTALC® talc	539080	Mexico	Minerals Technologies Inc.	Registered
MICROTALC® talc	2183402	USA	Minerals Technologies Inc.	Registered
MICROTALC	3444617	USA	Specialty Minerals (Michigan) Inc.	Registered
MICROTUFF® talc	1704539	USA	Minerals Technologies Inc.	Registered
OPTIBLOC® clarity antiblock	620730	Benelux	Minerals Technologies Inc.	Registered
OPTIBLOC® clarity antiblock	536215	Canada	Minerals Technologies Inc.	Registered
OPTIBLOC® clarity antiblock	97699606	France	Minerals Technologies Inc.	Registered
OPTIBLOC® clarity antiblock	39749045	Germany	Minerals Technologies Inc.	Registered
OPTIBLOC® clarity antiblock	2147655	Great Britain	Minerals Technologies Inc.	Registered
OPTIBLOC® clarity antiblock	362017000098805	Italy	Minerals Technologies Inc.	Registered
OPTIBLOC® clarity antiblock	4229865	Japan	Minerals Technologies Inc.	Registered
OPTIBLOC® clarity antiblock	567028	Mexico	Minerals Technologies Inc.	Registered
OPTIBLOC® clarity antiblock	2290481	USA	Minerals Technologies Inc.	Registered
POLYBLOC® talc antiblock	746345	Australia	Minerals Technologies Inc.	Registered
POLYBLOC® talc antiblock	503303	Canada	Minerals Technologies Inc.	Registered
POLYBLOC® talc antiblock	652073	EU	Minerals Technologies Inc.	Registered

Trademark	Registration Number	Jurisdiction	Owner	Status
POLYBLOC® talc antiblock	UK00900652073	Great Britain	Minerals Technologies Inc.	Registered
POLYBLOC® talc antiblock	438688	Indonesia	Minerals Technologies Inc.	Registered
POLYBLOC® talc antiblock	4646459	Japan	Minerals Technologies Inc.	Registered
POLYBLOC® talc antiblock	192873	Norway	Minerals Technologies Inc.	Registered
POLYBLOC® talc antiblock	T/9712782Z	Singapore	Minerals Technologies Inc.	Registered
POLYBLOC® talc antiblock	436517	South Korea	Minerals Technologies Inc.	Registered
POLYBLOC® talc antiblock	828035	Taiwan	Minerals Technologies Inc.	Registered
POLYBLOC® talc antiblock	348883/KOR79597	Thailand	Minerals Technologies Inc.	Registered
POLYBLOC® talc antiblock	2291472	USA	Minerals Technologies Inc.	Registered
POLYBOC	438688	Indonesia	Minerals Technologies Inc.	Registered
SERICRON® talc	846887	USA	Minerals Technologies Inc.	Registered
TALCRON® talc	776810	USA	Minerals Technologies Inc.	Registered
ULTRATALC® 609 talc (for use in plastics)	1872130	USA	Minerals Technologies Inc.	Registered
FORTITALC® talc	2755192	Argentina	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	908331215	Brazil	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	TMA971126	Canada	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	15412348	China	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	013288717	EU	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	UK00913288717	Great Britain	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	303143141	Hong Kong	Specialty Minerals (Michigan) Inc.	Registered

Trademark	Registration Number	Jurisdiction	Owner	Status
FORTITALC® talc	2816636	India	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	IDM000581927	Indonesia	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	5736808	Japan	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	2014064551	Malaysia	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	1479061	Mexico	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	559402	Russia	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	T1416020D	Singapore	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	1117133	South Korea	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	1689446	Taiwan	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	181126430	Thailand	Specialty Minerals (Michigan) Inc.	Registered
FORTITALC® talc	4714001	USA	Specialty Minerals (Michigan) Inc.	Registered
OPTIBLOC® clarity antiblock	4327855	China	Specialty Minerals (Michigan) Inc.	Registered
OPTIBLOC® clarity antiblock	300310689	Hong Kong	Specialty Minerals (Michigan) Inc.	Registered
OPTIBLOC® clarity antiblock	1155492	Taiwan	Specialty Minerals (Michigan) Inc.	Registered
POLYBLOC® talc antiblock	4327856	China	Specialty Minerals (Michigan) Inc.	Registered
POLYBLOC® talc antiblock	300310652	Hong Kong	Specialty Minerals (Michigan) Inc.	Registered

Patents

Patent Number	Jurisdiction	Owner	Title
AR111640Bq 3615600 BR112019019803 2 CA 3061489 2018 80027407.X 3615600 3615600 3615600 2018/35145 IDP 0 083 259 380272 3615600 2019-558750 10-2019-7029021 397902 PI 2019005815 3615600 11201908455S 1901006752 107112863 3615600 10,683,411	Argentina Austria Brazil Canada China EP Finland France Gulf (GCC) Indonesia India Italy Japan Korea Mexico Malaysia Netherlands Singapore Thailand Taiwan Turkey United States	Specialty Minerals (Michigan) Inc.	Surface Treated Talc and Polymer Compositions for High Temperature Applications
P220100356 202110669917.0 2018/41399 P-00202207882 7234135 PI2022002193 10202113023P 111113020 11,365,312	Argentina China GCC Indonesia Japan Malaysia Singapore Taiwan United States	Specialty Minerals (Michigan) Inc.	Surface Treated Inorganic Particles and Polymer Compositions for High Temperature Applications
11,623,983	United States	Specialty Minerals (Michigan) Inc.	Surface Treated Talc and Polymer Compositions for High Temperature Applications

Exhibit H

Form of Credit Interest Support Agreement

(see attached)

[REDACTED]

Exhibit I

Form of Warehouse Storage Lease Agreement

(see attached)

WAREHOUSE STORAGE LEASE AGREEMENT

THIS WAREHOUSE STORAGE LEASE AGREEMENT (this “Lease”) is made as of [●], 2024 (“**Effective Date**”) by and between **Barretts Minerals Inc.**, a Delaware corporation with address of 622 3rd Avenue, 38th Floor, New York NY 10017 (“Tenant”), and **Elevation NewCo, LLC** a Delaware limited liability company with address of c/o Riverspan Partners, LP, 321 North Clark Street, Suite 940, Chicago, IL 60654 (“Lessor”). The Lessor and the Tenant shall also be referred to herein individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, Lessor and Tenant entered into that certain Asset Purchase Agreement dated as of March 14, 2024 (“APA”) wherein Lessor agreed to purchase Tenant’s Business upon the terms and conditions set forth therein.

WHEREAS, Tenant currently stores a portion of the Excluded Talc Samples, including, but not limited to, certain retained talc samples and core drillings, in an existing warehouse located at the far northern end of that certain parcel of land with an address of 8625 Montana Highway 91 South, Dillon, MT 59725, as more particularly depicted in attached Exhibit A (the “Building”). Tenant is very knowledgeable about the Building and Interior Premises (defined below) due to its prior association with them.

WHEREAS, pursuant to the APA the Lessor agrees to provide Tenant continued storage space for the Excluded Talc Samples and Tenant desires to continue to store the Excluded Talc Samples on site within the Building pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

AGREEMENT

1. Definitions and Incorporation. This Lease is entered into in connection with a larger transaction between the Parties. Accordingly, any capitalized term used herein but not defined shall have the respective meaning ascribed to such term in the APA.

2. Premises. In consideration of the rental agreed upon and the performance of all the conditions and covenants hereinafter set forth, the Lessor does hereby demise and lease unto Tenant, and Tenant does hereby lease from Lessor, approximately 9,900 square feet of space within the Building, as depicted on Exhibit A (the “Internal Premises”). The Parties acknowledge and agree that the Internal Premises are segregated from the remainder of the Building as of the date hereof and Tenant shall have no obligation to make any alterations, additions or improvements to the Internal Premises. Tenant also shall have the non-exclusive right to utilize all appurtenances, rights, privileges, entryways and easements related to or in any manner appertaining to the Building in connection with Tenant’s right of access to the Internal Premises. Except as expressly set forth herein, Tenant shall not make or cause to be made any alterations, additions or improvements (i) to the Internal Premises without first obtaining Lessor’s prior written approval or (ii) to the Building. Tenant shall present to Lessor plans and specifications for such work at the

time approval is sought. In the event Lessor consents to the making of any alterations, additions or improvements to the Internal Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. All such work with respect to any alterations, additions, and changes shall be done in a good and workmanlike manner and strictly in accordance with all laws and ordinances relating thereto.

3. Term. The term of this Lease shall commence on the date of the Closing (the "Commencement Date") and continue thereafter for an initial term of five (5) years (the "Primary Term"). Tenant may elect to renew and extend this Lease with the Lessor's written consent, on the same terms and conditions set forth herein for an additional five (5) years by providing Lessor written notice at least thirty (30) days prior to the fifth anniversary of the Commencement Date (the "Secondary Term"), provided that Tenant has fully performed all of its obligations under this Lease. Upon the expiration of the Secondary Term, Tenant may extend this Lease with the Lessor's written consent on an annual basis under the same terms and conditions by providing Lessor written notice at least thirty (30) days prior to the annual expiration of the Lease upon the anniversary of the Commencement Date (the "Extended Term"), provided that Tenant has fully performed all of its obligations under this Lease. All references herein to the "Term" shall include the Primary Term, Secondary Term, and Extended Term elected by Tenant in accordance with this Section 3.

4. Rent. During the Term, the Tenant shall make an annual non-prorated rent payment to the Lessor in the amount of Fifteen Thousand Dollars (\$15,000.00) (the "Annual Rent"). Annual Rent for the first lease year shall be paid by Tenant within thirty (30) days of the Commencement Date. Thereafter, Annual Rent shall be paid by the Tenant on, or before the anniversary of the Commencement Date. For the avoidance of doubt, Tenant's Annual Rent payment shall satisfy all monetary obligations attributable for rental of the space by Tenant due in connection with this Lease but not for other monetary obligations, including, without limitation, payment due to damages Tenant causes to the Interior Premises or Additional Payments. Any other payments by Tenant required hereunder (except Annual Rent) are "Additional Payments". Tenant agrees to pay to Lessor all Annual Rent required under this Lease without demand, which shall be payable to Lessor, without deduction or offset, in lawful money of the United States of America at the address for Lessor provided herein, or at such other place as Lessor may from time to time designate in writing.

5. Use. Tenant's use of the Internal Premises shall be solely for the storage of the Excluded Talc Samples, including but not limited to the Core Samples, and materials and records incidental thereto, and for no other purpose or use. Excluding loss or damage arising out of or in connection with Lessor's gross negligence, willful misconduct, or breach of this Lease, Tenant agrees to bear all risk of loss or damage with respect to the Excluded Talc Samples.

6. Termination. Notwithstanding anything to the contrary set forth in Section 3 above, this Lease will automatically terminate upon the earlier of the following: (a) within sixty (60) days after Tenant's transfer offsite of the Excluded Talc Samples, excluding the Core Samples left behind and devolving to Lessor in accordance with Section 11; (b) mutual written agreement of the Parties; or (c) the natural expiration of the Term.

7. Record of Entry. Prior to entry into the Internal Premises, Lessor acknowledges and agrees, that in order to preserve the integrity of the Excluded Talc Samples, any entry by any party into the Internal Premises will be logged. In the event that Lessor is required to enter or allow a third party access to the Internal Premises, pursuant to court order, other legal authority, or as determined by Lessor in its reasonable judgement to be necessary, or in case of emergency, Lessor shall log the entry and immediately notify Tenant within three (3) hours of entry; notwithstanding the foregoing, Lessor shall use commercially reasonable efforts in any case, to provide Tenant with prior written notice of any such entry and Tenant shall have the right to have a representative accompany any party entering the Internal Premises except in case of emergency. For any non-emergency entrance, Lessor shall provide five (5) days' advance notice to Tenant of its proposed entry and if Tenant elects to have a representative accompany Lessor and its authorized agents in each instance Tenant's representative must be present and available for such entry on the day of the proposed non-emergency entry. Lessor may, subject to the terms of this paragraph, enter the Interior Premises without notice and without accompaniment in case of emergency.

8. Inspection; Lessor Review of Core Samples. Subject to the terms of Section 7 hereof, Lessor and its authorized agents shall have the right to enter in the Internal Premises for the purpose of inspection or management, and shall be allowed access to the Internal Premises for the purpose of reviewing and analyzing core drillings subject to the prior approval of Tenant, which approval shall not be unreasonably withheld. Tenant shall have the right, but not the obligation, to have a representative accompany Lessor and its authorized agents in each instance and Tenant shall establish and provide procedures and protocols for entry to the Internal Premises and handling any core sample. These procedures and protocols, subject to periodic change, shall be provided to Lessor upon approval by Tenant for Lessor to enter the Internal Premises. Lessor and its authorized agents agree to abide by the procedures and protocols provided by Tenant.

9. Taxes, Assessments, and Utilities. For the avoidance of doubt, Tenant shall not be liable for any utility payment or real estate, income, excise, excess profit, succession, transfer, franchise, betterment or other tax levied against the Lessor or the Building, all of which shall be the obligation of the Lessor.

10. Maintenance, Repairs, and Alterations.

a. The Parties understand and agree that this Lease is for existing storage space located within the Building and that the Lessor shall not be required to furnish any services (except as otherwise set forth herein) or facilities or to make any repairs or alterations in or to the Internal Premises.

b. Except to the extent arising out of or in connection with the gross negligence or willful misconduct of, or breach of this Lease by, Lessor or any representatives, agents or invitees of Lessor, Tenant hereby assumes the full and sole cost and responsibility for the condition, operation, repair, replacement and maintenance of the Internal Premises during the Term. The Tenant shall, at its own discretion and sole cost, install additional security measures in, on, or around the Building and Internal Premises including, but not limited to, security cameras and key coded locks.

c. Except to the extent arising out of or in connection with the gross negligence or willful misconduct of, or breach of this Lease by, Lessor or any representatives, agents or invitees of Lessor, Tenant shall be responsible for maintaining the Internal Premises in substantially the same condition of repair and appearance existing at the Commencement Date, ordinary wear and tear and casualty and condemnation excepted, at its sole cost and expense.

d. Lessor shall keep access to the Building and Internal Premises free and clear of snow, debris and any other obstructions. Lessor shall not make any alteration or repair to the Building that may, in Tenant's sole discretion, adversely affect Tenant's use of the Internal Premises, except as may be required by applicable law.

11. Surrender of Premises. Upon the expiration or earlier termination of this Lease, Lessor shall have full legal right to retain any and all alterations and improvements made to the Building and Internal Premises. Tenant shall return the Internal Premises in substantially the same condition of repair and appearance existing at the Commencement Date, ordinary wear and tear and casualty and condemnation excepted. In addition, Lessor may take possession of any and all Core Samples left behind upon the expiration or earlier termination of the Lease.

12. Compliance with Laws; Prevention of Waste and Nuisance. Throughout the Term of this Lease, Tenant shall comply with any and all laws, regulations and ordinances that are applicable to the Internal Premises. Tenant shall be required to correct any condition of or on the Internal Premises at the time such condition constitutes a violation of, or noncompliance with, any applicable law, regulation or ordinance at its sole cost and expense. Tenant covenants that it (i) will keep the Interior Premises and every part thereof in a clean, neat and orderly condition, free of objectionable noise, odors or nuisances; (ii) will not suffer, permit or commit any waste at the Interior Premises or the Building; and (iii) will comply with any restrictive covenants and other restrictions recorded in the real property records regarding the Interior Premises and the Building.

13. Indemnity. Tenant shall release, indemnify, and defend the Lessor (and its officers, directors and employees) against, and hold the Lessor (and its officers, directors and employees) harmless from, any and all losses, damages (actual, but not indirect or consequential), claims, actions, suits, liabilities, judgments, actual, out-of-pocket costs and expenses (including the actual, out-of-pocket cost and expense of defending any claim including, without limitation, reasonable attorneys' fees and costs) (collectively, "Losses"), arising directly or indirectly from (a) Tenant's use of the Internal Premises or any part of the Building, (b) any act, omission or gross negligence of the Tenant, its agents, employees, consultants, affiliates, guests, invitees and third party assignees, and designees (other than any Loss arising out of or in connection with the gross negligence or willful misconduct of Lessor, its representatives, agents or invitees), or (c) any fines, penalties and costs assessed by a governmental authority against Lessor (including reasonable attorneys' fees) resulting from violation of any governmental requirements by Tenant, its agents, contractors, employees or invitees. The indemnities and other obligations of Tenant set forth in this Section shall survive the expiration or termination of this Lease. To the extent permitted by law, Tenant shall store its property in and shall use and occupy the Interior Premises at its own risk, and Tenant hereby releases Lessor from all claims of every kind resulting in loss of life, personal injury, property damage or violation of law (other than such claims arising out of or in connection with Lessor's

gross negligence or willful misconduct, breach of this Lease, or violation of any applicable law, regulation or ordinance).

14. Insurance. Tenant shall maintain insurance coverages and endorsements with a financially sound and reputable insurance company licensed to do business in the State of Montana in such amounts and with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and similar activities contemplated under this Lease. Tenant shall bear the cost of all required insurance. Such insurance shall be maintained to underwrite and assume any liability arising from this Lease. Such policy shall name Lessor as an additional insured and contain a cross-liability and severability endorsement. Tenant's insurance policy shall also be primary insurance without right of contribution from any policy carried by Lessor. A certificate of insurance and a copy of Tenant's insurance policy shall be provided to Lessor before any entry by Tenant or its agents or employees into the Internal Premises and shall provide that such policy is not subject to cancellation, expiration or change, except upon thirty (30) days' prior written notice to Lessor. Notwithstanding any other provision contained in this Lease, each of the Parties hereby waives any rights it may have against the other party on account of any loss or damage to its property which arises from any risk generally covered by the insurance required hereunder or otherwise maintained by such Party to the extent of the insurance coverage, whether or not such other Party may have been negligent or at fault in causing such loss or damage. Each of the Parties shall obtain a clause or endorsement in the policies of such insurance which each Party obtains in connection with the Internal Premises and Building to the effect that the insurer waives, or shall otherwise be denied, the right of subrogation against the other party for loss covered by such insurance. It is understood that such subrogation waiver may be operative only as long as such waivers are available in the State of Montana do not invalidate any such policies. If such subrogation waivers are allegedly not operative in such state, notice of such fact shall be promptly given by the Party obtaining insurance to the other Party.

15. Eminent Domain; Casualty Loss. If, after the execution of this Lease and prior to the expiration or earlier termination of this Lease, the whole of the Internal Premises shall be taken under the power of eminent domain, then the Term of this Lease shall cease as of the time when the Lessor shall be divested of its title to the Building including the Internal Premises. Tenant shall not be entitled to participate in any condemnation proceeding on its own behalf, nor shall Tenant participate in any amounts awarded to the Lessor. Lessor agrees to notify Tenant in writing within twenty-four (24) hours of any notice related to an eminent domain action, thereby allowing Tenant time to transport the Excluded Talc Samples to another location. If the Interior Premises and/or the Building are materially damaged or destroyed by fire, accident, the elements or other casualty (a "Casualty") during the Term, either party may terminate this Lease upon written notice to the other party; however, if this Lease is not terminated, Lessor shall, at its sole cost and expense, promptly repair the damage caused by such Casualty (except not to Tenant's personal property).

16. Assignment. Tenant shall not assign any interest in this Lease, or sublease any part of the Internal Premises, without the prior written consent of the Lessor. Any purported assignment without Lessor's consent shall be null and void *ab initio*. Notwithstanding the foregoing, Tenant shall not be required to obtain Lessor's consent in connection with the following transfers (individually and collectively, "Permitted Transfers"): (i) the assignment of this Lease or sublease of the Internal Premises to a parent, subsidiary, affiliate, or successor

(by merger, consolidation, transfer of assets, assumption, or otherwise) of Tenant, or (ii) the assignment of this Lease or sublease of the Internal Premises to an entity which purchases all or substantially all of the interests in or assets of Tenant or any direct or indirect owner of Tenant, or any operating division, group or department of Tenant, or which purchases the majority of Tenant's business being conducted at the Internal Premises provided, however, that notwithstanding the foregoing, in the event of any Permitted Transfer, Tenant shall provide written notice to Lessor of the occurrence of such Permitted Transfer within ten (10) days following the consummation of such Permitted Transfer.

17. Successors and Assigns. Except as otherwise set forth in this Lease, the agreements and conditions in this Lease contained on the part of either Party to be performed and observed shall be binding upon said Party and its successors and assigns, and shall inure to the benefit of the other Party and its successors and assigns.

18. Quiet Enjoyment. Upon Tenant's payment of the Annual Rent and upon the Tenant's observance and performance of all the covenants, terms and conditions to be observed and performed pursuant to this Lease, Tenant shall peaceably and quietly hold and enjoy the Internal Premises for the Term hereby demised without hindrance or interruption by the Lessor or any other person or persons lawfully or equitably claiming by, through or under the Lessor, subject, nevertheless, to the terms and conditions of this Lease.

19. Force Majeure. Except for Tenant's requirement to make monetary payments (including, without limitation, Annual Rent and Additional Payments), no liability shall result to either Party from such Party's delay in performance or non-performance under this Lease caused by circumstances beyond such Party's control, including but not limited to acts of God, war, terrorism, riot, fire, explosion, accident, flood, sabotage, strike, lockout, injunctions, catastrophic breakage or failure of machinery or apparatus, national defense requirements or compliance with or change in applicable law. The non-performing Party shall be diligent in attempting to remove any such cause and shall promptly notify the other party of the extent and probable duration of such cause.

20. Notices. Any notice, demand or other communication required or permitted by any provision of the Lease shall be deemed to have been sufficiently given or served for all purposes when delivered in person or sent by registered or certified mail, return receipt requested, all postage and other charges prepaid, as follows:

If to Lessor:

Elevation NewCo, LLC
c/o Riverspan Partners, LP
321 North Clark Street, Suite 940
Chicago, IL 60654
Attention: John Gilligan
Dave Thomas
Email: john@riverspan.com
dave@riverspan.com

If to Tenant:

Barretts Minerals Inc.
622 3rd Avenue, 38th Floor

New York, NY 10017
Attention: Timothy Jordan
Emails: timothy.jordan@mineralstech.com

The above addresses may be amended and revised as necessary upon delivering notice to the other Party.

21. Severability. The failure of a Party to exercise or enforce any of its rights under this Lease shall not be a waiver of those rights and shall not affect any other right of that Party under this Lease. In the event that any provision of this Lease shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Lease either void or unenforceable and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

22. PROPERTY AS-IS. Tenant is entering into this Agreement with the understanding that, the Internal Premises are being leased “as-is” without warranty of any kind as to its condition, suitability, or usability of the Internal Premises for any purpose. The Parties intend this “as is” provision shall be effective specifically with respect to environmental conditions, and any and all common law or statutory claims with respect thereto. Tenant assumes the risk of any environmental contamination, hazardous substances and other conditions on or related to the Building and Internal Premises (pre-existing or otherwise).

23. Construction / Headings. Each term and each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition. The paragraph headings throughout this Lease are used for convenience only, and shall not be held to explain, modify, amplify or otherwise aid in the interpretation, construction or meaning of this Lease.

24. Choice of Law. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Montana. Lessor and Tenant waive their right to trial by jury in any action, proceeding or counterclaim brought by either of the Parties against the other, or with respect to any issue or defense raised therein, on any matters whatsoever arising out of or in any way connected with this Lease. Any action, claim, suit, or proceeding arising out of, based upon or relating to this Lease shall be brought solely in the Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court). Each Party hereby irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court) in respect of any action, claim, suit, or proceeding arising out of, based upon or relating to this Lease or any of the rights and obligations arising hereunder, and agrees that it will not bring any action arising out of, based upon or related thereto in any other court; provided, however, that notwithstanding the foregoing, following the final adjudication, dismissal, or other conclusion of the Bankruptcy Case, any action, claim, suit, or proceeding arising out of, based upon or relating to this Lease shall be brought solely in a state or federal court located in the State of Montana, and each Party hereby irrevocably submits to the exclusive jurisdiction of such courts (or any court exercising appellate jurisdiction over such courts) in respect of any action, claim, suit, or proceeding arising out of, based upon or relating to this Lease or any of the rights and obligations arising hereunder, and agrees that it will not bring any action arising out of, based upon or related thereto in any other court, in each case described in this proviso, solely to the extent

such action, claim, suit or proceeding is initiated following the final adjudication, dismissal, or other conclusion of the Bankruptcy Case.

25. Entire Agreement. This Lease contains the entire agreement between the Parties. No representative, agent or employee of Lessor has been authorized to make any representations, warranties or promises with respect to the letting, or to vary, alter or modify the provisions of this Lease. No additions, changes, modifications, or amendments of this Lease shall be binding unless reduced to writing and signed by both Parties.

26. Counterparts. This Lease may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute the same instrument. Signatures (whether electronic, ink or otherwise) delivered hereon by facsimile, DocuSign, or electronic mail shall be deemed originals for all purposes.

27. Miscellaneous. This Lease, and Tenant's rights contained herein, are expressly senior in priority to and not subordinate to any future mortgages, deeds of trust, or other security interests in the Building or the real property upon which the Building is located; provided, however, that, at the request of Lessor, from time to time, Tenant hereby agrees within ten (10) business days following Lessor's written request to execute and deliver to Lessor a subordination, non-disturbance, and attornment agreement in form and substance reasonably acceptable to the Parties in favor of the holder of any future mortgage, deeds of trust, or other security interests in the Building or the real property upon which the Building is located (which may provide, among other items, that such holder of any future mortgage, deeds of trust, or other security interests in the Building or the real property upon which the Building is located is not responsible for prior acts of the Lessor). The rights and remedies provided by this Lease are cumulative and the use of any one right or remedy by any Party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. No endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided in this Lease. Whenever the singular is used in this Lease and when required by context, the same shall include the plural and vice versa and the masculine gender shall include the feminine and neuter genders and vice versa. Each Party represents and warrants that this Lease has been properly authorized and executed by all necessary action on behalf of such Party, that any required consents have been obtained in order for such Party to enter into this Lease, and that this Lease is binding upon such Party. Time is of the essence herein. Any exhibits and the recitals are incorporated herein by this reference.

28. Late Fee. In the event any payment required hereunder of Tenant is not made within ten (10) days after the payment is due, a late charge in the amount of 5% of the payment will be paid by the Tenant. Any unpaid amounts shall bear interest from ten (10) days following the due date to the date of payment at the lesser of (i) 8% per annum or (ii) the highest rate permitted by law. Furthermore, if a check by Tenant in payment for any monies due under this Lease is dishonored for payment by the payor bank, then Tenant agrees to pay Lessor the Lessor's actual costs for each check so dishonored. Such fees described in this Section shall each be deemed an Additional Payment.

29. Tenant's Covenants Independent. It is the intent of the parties that Tenant's covenants, conditions and provisions in this Lease are, and shall be construed as independent and not dependent and that all rent and other sums shall be payable without offset, counterclaim, abatement, or reduction for any cause except as otherwise specifically provided in this Lease.

30. Waiver of Jury Trial. LESSOR AND TENANT EACH HEREBY WAIVES (TO THE EXTENT ALLOWED BY LAW) ANY AND ALL RIGHTS TO A TRIAL BY JURY IN SUIT OR SUITS BROUGHT TO ENFORCE ANY PROVISION OF THIS LEASE OR ARISING OUT OF OR CONCERNING THE PROVISIONS OF THIS LEASE.

31. Mechanics' Liens. Tenant shall pay all costs for construction done by it or caused to be done by it on the Interior Premises as permitted by this Lease. Tenant shall keep the Interior Premises, other improvements, and Building free and clear of all mechanics liens resulting from construction by or for Tenant. Subject to the terms of Section 7 hereof, Lessor reserves the right to post notices on the Interior Premises and Building that Lessor is not responsible for payment of work performed and that Lessor's interest is not subject to any lien. If Tenant allows a mechanics lien to be filed against the Building and thereafter fails to cause such mechanics lien to be bonded over or otherwise canceled and discharged of record within thirty (30) days of Tenant's receipt of actual notice of such mechanics lien, then Lessor may pay the lien claim without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest at the default interest rate and in accordance with the terms set forth in the second sentence of Section 28 hereof, shall be paid by Tenant to Lessor within ten (10) days after Lessor has delivered to Tenant an invoice therefore. Tenant's obligations in this paragraph shall survive termination or expiration of the Lease.

32. Attornment. In the event of the sale, transfer, or assignment of Lessor's interest in the Building of, or in the event of exercise of the power of sale under any mortgage, deed of trust or other security instrument made by Lessor covering the Building, Tenant shall attorn to the assignee, transferee, or purchaser and recognize such assignee, transferee, or purchaser as Lessor under this Lease.

33. Recording. Tenant shall not record this Lease or any notice or memorandum hereof in the real property records.

34. Recourse by Tenant; Transfer of Building. Anything in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of Lessor in the Building for the collection of any judgment or other judicial process requiring the payment of money by Lessor in the event of any default or breach by Lessor with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Lessor, and no other assets of Lessor shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies. Lessor shall have the right to assign its interest in this Lease to any party in Lessor's sole discretion. If Lessor sells or transfers its interest in the Building (other than a transfer for security purposes) Lessor shall be released from all obligations and liabilities accruing thereafter under this Lease, if Lessor's successor has assumed in writing Lessor's obligations under this Lease.

35. Holdover. Any holding over after the expiration or other termination of the Term shall be construed to be a tenancy from month to month at one hundred fifty percent (150%) of the Annual Rent due during the last period prior to the expiration of the Term. Said Annual Rent shall be prorated on a monthly basis. All other provisions of this Lease shall be on the terms and conditions herein specified so far as possible during such holdover period. Notwithstanding the foregoing, neither this Section nor the acceptance of rent by Lessor during any period of holding over shall be deemed to be a consent by Lessor to such holding over or as a waiver of Lessor's right to exercise any right or remedy available to Lessor under this Lease or under applicable law by reason of such holding over, including, without limitation, Lessor obtaining its damages due to such holdover by Tenant.

36. Attorneys' Fees. In the event that at any time during the Term either Lessor or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of such action, including reasonable attorneys' fees and disbursements incurred therein by the successful party.

37. Default by Tenant. Upon the occurrence of any of the following events, Lessor shall have the remedies set forth in Section 38:

(a) Tenant fails to pay any Annual Rental or any other sum due hereunder when the same shall be due within ten (10) days following written notice of failure to pay on the due date from Lessor to Tenant.

(b) Tenant fails to perform any other term, condition, or covenant to be performed by it pursuant to this Lease within thirty (30) days after written notice of such default shall have been given to Tenant by Lessor, or, where such default cannot reasonably be cured within thirty (30) days, Tenant fails to commence actions reasonably designed to correct such default within said thirty (30) days or thereafter fails diligently to prosecute such curative actions to completion.

(c) A petition for relief under Title 11 (or any successor title) of the United States Code is filed by or against Tenant, or any judicial or nonjudicial action is taken against Tenant with respect to insolvency, reorganization or receivership, or if Tenant suffers this Lease to be executed upon under a writ of execution or other judicial relief.

(d) Tenant abandons the Interior Premises.

(e) Tenant makes a general assignment for the benefit of creditors.

(f) Tenant Lease enters into any reorganization, composition, assignment or other arrangement with any or all of Tenant's creditors pursuant to any insolvency law or the common law.

38. Lessor's Remedies. In the event of any breach or default of this Lease by Tenant under Section 37, then Lessor, in addition to any other rights or remedies Lessor may have at law and equity, shall have the right, with or without notice, to take any or all of the following actions:

- (a) Suit for Sums Due. Collect by suit or otherwise from time to time any unpaid rents or other sums due as they become due for the account of Tenant; or,
- (b) Specific Performance. Enforce by suit any term of the Lease required to be kept or performed by Tenant.
- (c) Termination. Terminate this Lease.
- (d) Damages. Obtain damages it is entitled to pursuant to the terms of this Lease. Should Lessor at any time terminate this Lease in accordance with the terms of Section 38(c) hereof, in addition to any other remedy Lessor may have pursuant to the terms of this Lease, Lessor may recover from Tenant: the amount of any unpaid rents or other sums which had been earned but unpaid or otherwise due at the time of such termination, including any applicable penalties, along with any reasonable attorneys' fees incurred by Lessor in retaking possession of the Interior Premises, plus such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of Montana.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease effective as of Commencement Date.

LESSOR

ELEVATION NEWCo, LLC

By: _____

Its: _____

TENANT

BARRETTS MINERALS INC.

By: _____

Its: _____

EXHIBIT A

DEPICTION OF THE BUILDING AND INTERNAL PREMISES

EXHIBIT A

DEPICTION OF THE BUILDING AND INTERNAL PREMISES

I. LOCATION OF BUILDING



II. AERIAL VIEW – BUILDING & INTERNAL PREMISES

