

## COOPERATION AGREEMENT

In connection with the Prepackaged Chapter 11 Plan of Reorganization of the Debtor, dated as of [●], 2024, as the same may from time to time be amended or modified and as confirmed by order of the United States Bankruptcy Court for [●] District of Texas and/or the United States District Court for [●] District of Texas (the “**Plan**”),<sup>1</sup> this agreement (this “**Agreement**”) is made, effective as of the earlier of the Confirmation Date and the date of the entry of the Trust Expense Advancement Order (such date, the “**Cooperation Agreement Effective Date**”), by and among (1) the Talc Personal Injury Trust (the “**Trust**”), (2) Red River Talc LLC (the “**Debtor**” and, upon the Effective Date of the Plan the “**Reorganized Debtor**”), (3) Johnson & Johnson (“**J&J**”) (with the Trust, the Debtor (and, upon the Effective Date of the Plan, the Reorganized Debtor), and J&J being referred to herein individually as a “**Party**” and collectively as the “**Parties**”), and (4) King & Spalding LLP, Shook, Hardy & Bacon L.L.P., and Skadden, Arps, Slate, Meagher & Flom LLP (together, the “**Custodians**”).

### RECITALS

WHEREAS, Section 4.15 of the Plan contemplates that a Cooperation Agreement will be executed among the Parties to provide for the process whereby (1) certain books and records of the Reorganized Debtor, J&J, and the other Debtor Corporate Parties related to the Channeled Talc Personal Injury Claims will be made available to the Trust, (2) if the provisions of Section 4.9.3 and Section 5.9.1 of the Plan are applicable, the Reorganized Debtor and J&J will, and J&J will cause the other Debtor Corporate Parties to, reasonably cooperate with the Trust with respect to the Trust’s pursuit and resolution of all claims, causes of action, and rights in respect of any Imerys/Cyprus Related Rights transferred and assigned to the Trust, and (3) the Trust will reasonably cooperate with the Reorganized Debtor, as subrogee of the Trust, in connection with the exercise of the Reorganized Debtor’s exclusive right to (a) pursue and resolve any Talc In-Place Insurance Coverage, (b) pursue and resolve any Talc Insurance Action, (c) pursue and obtain any Talc Insurance Recoveries, and (d) negotiate and enter into any Talc Insurance Settlement Agreement; and

WHEREAS, in consideration of the above-stated premises, the mutual covenants contained herein, and for good and valuable consideration, the Parties and Custodians agree as follows:

### ARTICLE I

#### COOPERATION AS TO CHANNELED TALC PERSONAL INJURY CLAIMS

##### Section 1.1 Claim Records.

Section 1.1.1 Claim Records to be Produced. The Debtor, the Reorganized Debtor, the Custodians, and J&J will, and J&J will cause the other Debtor Corporate Parties to, use commercially reasonable efforts to collect, copy, and provide to the Trust in an agreed upon format, following a reasonable search, the Documents<sup>2</sup> described in the “Documents to be Produced”

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<sup>1</sup> Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Plan.

<sup>2</sup> The term “**Document**” shall refer to all documents, data, information, compilations, correspondence, communications, written materials, records and writings of any type or description, however created, reproduced or retrieved, and in every form, including, without limitation, databases, computer/electronic files,

column of Exhibit A hereto (the “**Claim Records**”) on or before the date that is thirty (30) days after the Cooperation Agreement Effective Date (the period ending on such date, the “**Transfer Period**”). The Custodians shall be reimbursed for their reasonable fees and expenses incurred in connection with performing any obligations under this Section 1.1.1 in accordance with Section 1.4 herein. The Parties agree that any work provided by the Custodians in connection with this Agreement shall not serve as a basis for the assertion of a conflict against any Custodian with respect to any other matters in which the Custodians are retained.

#### Section 1.1.2 Preservation of Records.

(a) Until the production of the Claim Records to the Trust, the Debtor, the Reorganized Debtor, the Custodians, and J&J shall, and J&J shall cause the other Debtor Corporate Parties to, preserve, or cause to be preserved, the Claim Records. With respect to Claim Records that were in the possession, custody, or control of the Debtor, the Reorganized Debtor or its predecessor, or J&J, or the other Debtor Corporate Parties controlled directly or indirectly by J&J, or the Custodians as of the Petition Date, the Debtor, the Reorganized Debtors, J&J, and the Custodians represent and warrant, to the best of their knowledge and information, that they have taken reasonable steps to preserve the Documents in their possession, custody, or control, or in the possession, custody, or control of the other Debtor Corporate Parties controlled, directly or indirectly, by J&J up to and through the Cooperation Agreement Effective Date.

(b) After all Claim Records in the possession, custody, or control, of the Debtor, the Reorganized Debtor, or its predecessor, J&J, the other Debtor Corporate Parties controlled, directly or indirectly, by J&J, or the Custodians are provided or delivered to the Trust in accordance with this Cooperation Agreement, the Parties acknowledge and agree that any records in the possession of the Debtor, the Reorganized Debtor, the Custodians, J&J, or any other Debtor Corporate Party other than those discussed herein are outside the scope of this Agreement, and that the Debtor, the Reorganized Debtor, the Custodians, and J&J have no obligation to the Trust, and J&J has no obligation to the Trust to cause the other Debtor Corporate Parties, to arrange for their production to the Trust or otherwise preserve such documents for the benefit of the Trust.

Section 1.1.3 Effect of Privilege and Legal Restrictions. Notwithstanding anything to the contrary herein, the Debtor, the Reorganized Debtor, J&J, and the Custodians shall not be required, and J&J shall not be required to cause any other Debtor Corporate Party, except by order of an appropriate court, to produce or make available for inspection: (a) any information that is subject to a valid privilege or work product protection; or (b) any information that the Debtor, the Reorganized Debtor, J&J, or any other Debtor Corporate Party is under a legal obligation, including due to personal privacy issues of an employee or contractual obligation, to refrain from providing to a third party absent subpoena or formal discovery request, whether or not privileged.

Section 1.1.4 Restrictions on Use of Records. The Trust shall use the Claim Records that are provided to the Trust, subject to any third-party confidentiality obligations, solely for the purposes of (a) processing, evaluating, defending, resolving, liquidating, and paying the Channeled Talc Personal Injury Claims, (b) responding, at the Talc Trustees’ reasonable discretion and

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drafts, and partially completed documents maintained by, or in the possession or control of, the Debtor, the Reorganized Debtor, J&J, and the other Debtor Corporate Parties.

consistent with applicable law, to third-party requests for Documents in connection with pending or anticipated talc litigation, and (c) responding, at the Talc Trustees' reasonable discretion, to requests for Documents made by the FCR, Talc Trust Advisory Committee, or holders of Channeled Talc Personal Injury Claims (collectively, the "**Claimants**").

## Section 1.2 Cooperation.

Section 1.2.1 Debtor, Reorganized Debtor, Custodian, and J&J Obligations. The Debtor, the Reorganized Debtor, the Custodians, and J&J will, and J&J will cause the other Debtor Corporate Parties to, use commercially reasonable efforts to provide the Trust any applicable Claim Records pursuant to this Agreement before the end of the Transfer Period. In addition, upon a reasonable request by the Trust, the Debtor, the Reorganized Debtor and J&J will provide the Trust with access to the remaining and currently existing talcum power samples that are part and parcel of the MDL sample protocol.

Section 1.2.2 Trust Obligations. The Trust will use commercially reasonable efforts to cooperate with the other Parties and the Custodians with respect to the matters contemplated by this Agreement. Without limiting the generality of the foregoing, to the extent a formal or informal document request, subpoena, or other demand for production of Documents related to a Channeled Talc Personal Injury Claim is served upon the Debtor, the Reorganized Debtor, the Custodians, J&J, or any other Debtor Corporate Party by any party in an action in which the Trust is a named party and the Trust is in possession, custody, or control of all or part of the responsive documents, the Trust shall undertake to produce such documents instead of the Debtor, the Reorganized Debtor, the Custodians, J&J, or the other Debtor Corporate Party upon written request to the Trust by the Debtor, the Reorganized Debtor, the Custodians, J&J, or the Debtor Corporate Party (as applicable).

Section 1.3 Reimbursement of Fees and Expenses of the Debtor, the Reorganized Debtor or any Debtor Corporate Party. To the extent expressly provided herein, and subject to Section 4.6 and Section 4.9.4(b) of the Plan and Section 3.2 of this Agreement, the Trust shall pay all Talc Personal Injury Trust Expenses from the assets of the Trust and shall bear sole responsibility with respect to Talc Personal Injury Trust Expenses. Subject to Section 4.6 and Section 4.9.4(b) of the Plan and Section 3.2 of this Agreement, the Trust shall promptly pay all reasonable and documented Talc Personal Injury Trust Expenses incurred by the Debtor, the Reorganized Debtor, or any Debtor Corporate Party for any and all liabilities, costs, or expenses as a result of taking action at the direction of the Trust, *provided, however*, that the Trust shall not be liable for, and shall not pay or reimburse, any costs or expenses incurred by the Debtor, the Reorganized Debtor, or any Debtor Corporate Party in connection with the production or transferring of Claim Records to the Trust in accordance with this Agreement.

Section 1.4 Reimbursement of Fees and Expenses of the Custodians. From and after the Cooperation Agreement Effective Date, the Trust shall reimburse the Custodians for their reasonable fees and expenses, solely to the extent incurred as a result of taking action at the direction of the Trust, within thirty (30) days of receipt by the Trust of an invoice containing a reasonably detailed description of such fees and expenses, *provided, however*, that (1) the Trust shall not be liable for, and shall not pay or reimburse, any costs or expenses incurred by the Custodians in connection with the production or transferring of Claim Records to the Trust in

accordance with this Agreement and (2) such costs and expenses incurred by the Custodians in connection with the production or transferring of Claim Records to the Trust in accordance with this Agreement shall be the responsibility of the Debtor, the Reorganized Debtor, J&J, or any other Debtor Corporate Party, as applicable. To the extent of any dispute regarding the fees and expenses to be reimbursed pursuant to this Section 1.4, either the Trust or the Custodian seeking reimbursement may seek a remedy from the Bankruptcy Court. All amounts to be paid by the Trust pursuant to this Section 1.4 shall be paid in accordance with Section 3.3(a) of the Talc Personal Injury Trust Agreement.

## **ARTICLE II COOPERATION AS TO IMERYS/CYPRUS RELATED RIGHTS**

**Section 2.1 Assignment of Imerys/Cyprus Related Rights.** If the provisions of Section 4.9.3 and Section 5.9.1 of the Plan are applicable, the Instrument of Assignment and Assumption in the form attached as Exhibit 2 to the Trust Agreement that will be executed by the Reorganized Debtor, J&J, and the Trust shall, as contemplated by Section 1.7(a) of the Trust Agreement and pursuant to, and in accordance with, Section 4.9.3 of the Plan, transfer and assign the Imerys/Cyprus Related Rights to the Trust. Pursuant to Section 4.9.3(b) of the Plan, from and after the Effective Date or, if later, the Imerys/Cyprus Settlement Termination Date: (1) the Trust shall have control over the Imerys/Cyprus Related Rights and the Trust shall be the estate representative pursuant to section 1123(b)(3)(B) of the Bankruptcy Code with the exclusive right to enforce the Imerys/Cyprus Related Rights; and (2) the proceeds of the recoveries on any Imerys/Cyprus Related Rights shall be delivered to and become the property of the Talc Personal Injury Trust.

**Section 2.2 Reorganized Debtor and J&J Obligations.** If the provisions of Section 4.9.3 and Section 5.9.1 of the Plan are applicable, the obligations set forth in this Section 2.2 shall apply. From and after the Effective Date, or, if later, the Imerys/Cyprus Settlement Termination Date: (1) the Reorganized Debtor, J&J, and the Trust shall cooperate and use their commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things that are reasonably necessary or appropriate to effectuate the transfer and assignment of the Imerys/Cyprus Related Rights to the Trust in accordance with Section 4.9.3 of the Plan; and (2) without limiting the generality of the foregoing clause (1), the Reorganized Debtor and J&J shall provide, or make available, to the Trust copies of the Imerys/Cyprus Agreements. In addition, the Reorganized Debtor and J&J will, and J&J will cause the other Debtor Corporate Parties to, use commercially reasonable efforts to cooperate with the Trust, specifically in connection with, and in anticipation of the Trust's litigation of, any Imerys/Cyprus Related Rights, including without limitation by providing pleadings, Documents, and/or evidence concerning the Imerys/Cyprus Related Rights reasonably requested by the Trust. If the provisions of Section 4.9.3 and Section 5.9.1 of the Plan are applicable, the Reorganized Debtor and J&J agree not to enter into any settlement or compromise relating to the Imerys/Cyprus Related Rights.

**Section 2.3 Trust Obligations.** If the provisions of Section 4.9.3 and Section 5.9.1 of the Plan are applicable, the obligations of the Trust set forth in this Section 2.3 shall apply. To the extent a formal or informal document request, subpoena, or other demand for production of Documents related to the Imerys/Cyprus Related Rights is served upon the Reorganized Debtor, J&J, or any other Debtor Corporate Party by any party in an action in which the Trust is a named party and the Trust is in possession, custody, or control of all or part of the responsive documents, the Trust shall

undertake to produce such responsive documents in the possession, custody, or control of the Trust instead of the Reorganized Debtor, J&J, or the other Debtor Corporate Party upon written request to the Trust by the Reorganized Debtor, J&J, or the Debtor Corporate Party (as applicable). The Trust shall pay, and bear sole responsibility with respect to the payment of, all costs and expenses, including attorney's fees and expenses and other out-of-pocket fees and expenses, incurred by the Trust after the Effective Date concerning the Imerys/Cyprus Related Rights or any analysis or litigation related thereto.

### **ARTICLE III COOPERATION AS TO INSURANCE**

Section 3.1 Assignment of Talc Insurance Assets. The Reorganized Debtor, J&J, and the Trust shall execute the Effective Date Assignment and Assumption Instrument in the form attached as Exhibit 2 to the Trust Agreement, as contemplated by Section 1.8(a) of the Trust Agreement and pursuant to, and in accordance with, Section 4.9.4 of the Plan, to transfer and assign the Talc Insurance Assets to the Trust. For the avoidance of doubt, the Reorganized Debtor shall not transfer and assign to the Trust, and shall retain, (1) all proceeds of the Talc In-Place Insurance Coverage received by the Debtor on or prior to the Effective Date and all rights to Talc-In Place Insurance Coverage for amounts expended prior to the Effective Date, (2) all proceeds or benefits of any Talc Insurance Action received by the Debtor on or prior to the Effective Date and all rights to proceeds or benefits of any Talc Insurance Action for amounts expended prior to the Effective Date, and (3) all amounts payable to any Talc Insurance Settlement Agreement received by the Debtor on or prior to the Effective Date and all amounts payable pursuant to any Talc Insurance Settlement Agreement for amounts expended prior to the Effective Date.

Section 3.2 Reorganized Debtor Rights and Obligations. Pursuant to Section 4.9.4 of the Plan, from and after the Effective Date (1) the Reorganized Debtor, as subrogee of the Trust, shall have the exclusive right: (a) to pursue and resolve any Talc In-Place Insurance Coverage, (b) to pursue and resolve any Talc Insurance Action, (c) to pursue and obtain any Talc Insurance Recoveries, and (d) to negotiate and enter into any Talc Insurance Settlement Agreement and (2) any of the following received by the Trust shall be delivered to, and retained by, the Reorganized Debtor, which may thereafter use the same as it may determine in its sole discretion: (a) all proceeds of Talc In-Place Insurance Coverage; (b) all proceeds or benefits of any Talc Insurance Action; and (c) all amounts payable pursuant to any Talc Insurance Settlement Agreement. The Reorganized Debtor shall pay, and bear sole responsibility with respect to the payment of, all costs and expenses, including attorney's fees and expenses and other out-of-pocket fees and expenses, incurred by the Reorganized Debtor acting as subrogee of the Trust concerning the Talc Insurance Assets or any analysis or litigation related thereto. The Reorganized Debtor shall promptly pay all reasonable and documented expenses incurred by the Trust for any and all liabilities, costs, or expenses as a result of taking actions on behalf of or at the direction of the Reorganized Debtor or J&J in connection with the Trust's obligations set forth in Section 3.3. Neither the Reorganized Debtor nor J&J is obligated to provide information to the Trust concerning pursuit of the Talc Insurance Assets, in particular any Talc Insurance Action.

Section 3.3 Trust Obligations. The Trust shall use commercially reasonable efforts to cooperate with the Reorganized Debtor, specifically in connection with, and in anticipation of the Reorganized Debtor's litigation and efforts to obtain recoveries in connection with the Talc

Insurance Assets. This cooperation shall include, without limitation and if reasonably requested by the Reorganized Debtor, providing documents, information, affidavits, and/or testimony to support pursuit of the Talc Insurance Assets. The Trust further affirmatively covenants and agrees not to impede pursuit of the Talc Insurance Assets. The Trust shall immediately deliver to the Reorganized Debtor: (1) all proceeds of Talc In-Place Insurance Coverage; (2) all proceeds or benefits of any Talc Insurance Action; and (3) all amounts payable pursuant to any Talc Insurance Settlement Agreement. The Trust agrees not to enter into any settlement or compromise relating to the Talc Insurance Assets.

#### **ARTICLE IV TERM OF THIS AGREEMENT**

The obligations under this Agreement shall expire, as to J&J, on the date that is one hundred and eighty (180) days after the termination and winding up of the Trust under the Talc Personal Injury Trust Agreement and, as to the Reorganized Debtor, on the earlier of (1) one hundred and eighty (180) days after the termination and winding up of the Trust under the Talc Personal Injury Trust Agreement and (2) the date on which the Reorganized Debtor ceases to have any officers or managers (such date, the “**Expiration Date**”).

#### **ARTICLE V MISCELLANEOUS**

**Section 5.1    Preservation of Privileges and Defenses.** To the extent the Debtor, the Reorganized Debtor, J&J, any other Debtor Corporate Party, or any Custodian inadvertently transfers to the Trust any documents to which a privilege or work product protection attaches or which the Debtor, the Reorganized Debtor, J&J, the other Debtor Corporate Party, or the Custodian contends are exempted from being provided pursuant to Article I above (an “**Inadvertently Provided Document**”), the Debtor, the Reorganized Debtor, J&J, the Debtor Corporate Party, or the Custodian may, in writing following actual discovery of such inadvertent production, request the return of any Inadvertently Provided Document. A request for the return of an Inadvertently Provided Document shall identify the document inadvertently provided and the basis for withholding such document from production. If the Debtor, the Reorganized Debtor, J&J, any Debtor Corporate Party, or any Custodian requests the return, pursuant to this Section 5.1, of any Inadvertently Provided Document then in the custody of the Trust, the Trust shall within ten (10) business days (a) return or destroy the Inadvertently Provided Document and all copies thereof, (b) undertake reasonable measures to obtain or confirm the destruction of any copies it produced to other parties, and (c) destroy all notes or other work product reflecting the content of such Inadvertently Provided Document. If a dispute arises under this Section 5.1, such dispute shall be fully and finally resolved by a special discovery master selected by the Trust and either the Custodians or the Debtor, the Reorganized Debtor, J&J, or the other Debtor Corporate Party (as applicable). If the Parties cannot agree on the selection of a special discovery master, the Trust shall petition the Bankruptcy Court or other court of competent jurisdiction to have one appointed. Any and all fees, costs, or expenses incurred by the Trust in connection with the return or destruction of Inadvertently Provided Documents shall be promptly reimbursed by the Debtor, the Reorganized Debtor, or J&J, as applicable, upon written request by the Trust reasonably documenting such fees, costs, or expenses.

## Section 5.2 Confidentiality.

(a) The Trust shall not provide any third party access to any document that was previously designated Confidential or Highly Confidential or filed under seal pursuant to a protective or confidentiality order (all such orders, “**Protective Orders**,” and all such material, “**Subject Material**”) unless such third party has executed a confidentiality obligation in form and substance acceptable to the Debtor or the Reorganized Debtor, as applicable, and J&J and fourteen (14) business days’ notice is given to the Debtor, the Reorganized Debtor, J&J, or other Debtor Corporate Party, whichever produced the Subject Material. Such access shall be subject to the terms of this Agreement, including, without limitation, Section 1.1.4 above and Section 5.2(c) below, and the Subject Material shall maintain its Confidential or Highly Confidential designation. In any proceeding to which the Trust is a party in a forum other than the Bankruptcy Court, the Trust shall not provide access to any Subject Material to any party to such proceeding without the express written consent of the producing party, it being understood that the Debtor, the Reorganized Debtor and J&J shall, and J&J shall cause the other Debtor Corporate Parties to, reasonably cooperate with the Trust to execute such written consent and not unreasonably withhold such consent. The foregoing is without prejudice to the right of the Trust or any party to seek appropriate relief from a court of competent jurisdiction in the event that such consent is withheld.

(b) The Debtor, the Reorganized Debtor, J&J, or any other Debtor Corporate Party shall have the ability to designate information produced pursuant to this Agreement as “Highly Confidential” if the Debtor, the Reorganized Debtor, J&J, or the other Debtor Corporate Party (as applicable) reasonably believe that such information is of the nature, such as trade secrets, sensitive financial or business information, or material prepared by the producing party’s industry advisors, financial advisors, accounting advisors, experts, or its consultants (and their respective staff, that a significant competitive or commercial harm would be created if such information were disclosed.

(c) The terms of the Protective Orders shall apply in full to the Subject Material and any other information provided pursuant to the terms of this Agreement with the following modifications:

(i) notwithstanding the terms of the Protective Orders, information provided pursuant to this Agreement and designated under the Protective Orders may be used by the Trust and provided to third parties, the FCR, the Talc Trust Advisory Committee, and Claimants in accordance with Section 1.1.4 above consistent with confidentiality designations and associated restrictions on use based on such designations;

(ii) if the Debtor, the Reorganized Debtor, J&J, or any other Debtor Corporate Party designates information Highly Confidential pursuant to Section 5.2(b) above (the “**Highly Confidential Material**”), then the Trust may share such information solely with the Talc Trustees, the Talc Trust Advisory Committee, the FCR, the respective retained professionals of each of the foregoing, and retained professionals of holders of Channeled Talc Personal Injury Claims that agree in writing reasonably satisfactory to the Debtor, the Reorganized Debtor, J&J, or the other Debtor Corporate Party (as applicable) to keep such information highly confidential (collectively, the “**Recipients**”);

(iii) to the extent reasonably practical and so long as the information is otherwise discoverable, the Recipient shall provide thirty (30) business days' notice (unless exigent circumstances do not afford time for such notice, in which case the Recipient shall endeavor to provide as much notice as possible) to the Debtor, the Reorganized Debtor, J&J, or the other Debtor Corporate Party (as applicable) before disclosing any Highly Confidential Material to the Bankruptcy Court or other court of competent jurisdiction orally or in writing to allow the Debtor, the Reorganized Debtor, J&J, or the other Debtor Corporate Party (as applicable) to obtain a protective order or agreement (if they choose to do so), and if the Debtor, the Reorganized Debtor, J&J, or the other Debtor Corporate Party (as applicable) does not obtain a protective order or agreement, the Recipient shall make any such disclosure under seal, unless such court orders otherwise;

(iv) in the event that the Recipient is required or requested (A) by a court of competent jurisdiction, (B) in connection with a foreign proceeding or litigation, or (C) by a federal, state, or local governmental or regulatory body, in each case, to disclose any Highly Confidential Material supplied to the Recipient, the Recipient will provide the Debtor, the Reorganized Debtor, J&J, or the other Debtor Corporate Party (as applicable) with prompt written notice of such request or requirements so that the Debtor, the Reorganized Debtor, J&J, or the Debtor Corporate Party (as applicable) may seek, at its sole cost and expense, an appropriate protective order or agreement and/or seek appropriate approvals from the Bankruptcy Court and/or any other court, tribunal, or governmental or regulatory body having jurisdiction over the relevant action, litigation, proceeding, or hearing, as applicable; and in the absence of a protective order or the receipt of a waiver hereunder, the Recipient may only disclose, without liability hereunder, that portion of the Highly Confidential Material that it is legally compelled to disclose; and

(v) to the extent that the Recipient is subject to examination by a regulatory authority or bank auditor, it shall not be in breach of its obligations hereunder if it permits such authority or bank auditor to review the Highly Confidential Material, without notice to any persons, in connection with a review of the Recipient's files.

Section 5.3 New Documents. Nothing in this Agreement shall require any Party or any third party to create any new documents or to compile or organize any data contained in existing documents into any new documents, except to the extent needed to satisfy the obligations set forth in Section 3.3.

Section 5.4 Notices. All notices, requests, or other communications required or permitted to be made in accordance with this Agreement shall be in writing and shall be effective when either served by hand delivery, email, facsimile transmission, express overnight courier service, or by registered or certified mail, return receipt requested, addressed to the Parties and Custodians at their respective addresses set forth below, or to such other address or addresses as any Party or Custodian may later specify by written notice to the other Parties and Custodian:

(a) To the Trust:

Red River Talc Personal Injury Trust  
c/o



Scott Freeman  
1775 Saint James Place #200  
Houston, TX 77056

Fouad Kurdi  
30 Monument Square, Suite 245  
Concord, MA 01742

To the Debtor (or, upon the Effective Date, the Reorganized Debtor): [●]

With a copy to:

Jones Day  
2727 N. Harwood Street  
Dallas, Texas 75201  
Attention: Dan Prieto  
Email: dbprieto@jonesday.com

(b) To J&J (or any other Debtor Corporate Party):

c/o Johnson & Johnson  
One Johnson & Johnson Plaza  
New Brunswick, New Jersey 08933  
Attention: [●]  
Email: [●]

(c) To the Custodians:

King & Spalding LLP  
1185 Avenue of Americas  
34<sup>th</sup> Floor  
New York, NY 10036  
Attention: Kristen Fournier  
Email: kfournier@kslaw.com

Shook, Hardy & Bacon L.L.P.  
600 Travis St.  
Suite 3400  
Houston, TX 77002  
Attention: Kat Frazier  
Email: kfrazier@shb.com

Skadden, Arps, Slate, Meagher & Flom LLP  
One Manhattan West  
New York, NY 10001  
Attention: Allison M. Brown  
Email: allison.brown@skadden.com

Section 5.5 Effectiveness. This Agreement shall become effective on the Cooperation Agreement Effective Date.

Section 5.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

Section 5.7 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Texas, without regard to any Texas conflict of law principles that would result in the application of laws of any other jurisdiction.

Section 5.8 Consent to Jurisdiction. The Parties and Custodians mutually agree that, as relates to their obligations under this Agreement, the Bankruptcy Court shall retain exclusive jurisdiction (and to the extent not permitted, non-exclusive jurisdiction) over all matters regarding the interpretation, implementation, and enforcement of this Agreement and the Parties and Custodians consent to personal jurisdiction and venue in the Bankruptcy Court. To the extent that the Bankruptcy Court is not permitted under applicable law to preside over any of the foregoing matters, the reference to the “Bankruptcy Court” in this Section 5.8 shall be deemed to be replaced by the “District Court.”

Section 5.9 Severability; Validity. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but to the extent that any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, unless doing so would alter the fundamental agreements expressed in this Agreement, and to such end, the provisions of this Agreement are agreed to be severable.

Section 5.10 No Waiver. The Parties and Custodians agree that no failure or delay by any Party or Custodian in exercising any right, power, or privilege hereunder will operate as a waiver thereof, and that no single or partial exercise thereof will preclude any other or further exercise thereof or the exercise of any right, power, and privilege hereunder.

Section 5.11 Entire Agreement. This Agreement, the Talc Personal Injury Trust Agreement, and the Plan contain the entire agreement of the Parties and Custodians concerning the subject matter hereof, and supersede all prior representations and agreements between or among the Parties and Custodians as to such subject matter. No modification of this Agreement or waiver of the terms and conditions hereof will be binding upon the Parties or Custodians unless approved in writing by the Parties and Custodians.

Section 5.12 Authorization. Each Party and Custodian represents and warrants that the individual signing this Agreement for such Party or Custodian below is its duly authorized representative and has the power and authority to execute and deliver this Agreement on behalf of, and to bind, such Party or Custodian.

Section 5.13 Headings. The headings used herein are for convenience only and shall not be considered in construing or interpreting any of the provisions of this Agreement.

Section 5.14 Binding Effect. The Parties and Custodians agree that this Agreement is for the benefit of and shall be binding upon the Parties, the Custodians, and their respective successors. The Debtor Corporate Parties (other than J&J) are intended third-party beneficiaries of this Agreement and shall be entitled to enforce their express rights hereunder. A Party's rights and obligations under this Agreement may not be assigned or delegated without the prior written consent of the other Parties. Any purported assignment of rights or delegation of obligations under this Agreement other than as permitted by this Section shall be null and void.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties and the Custodians have caused this Agreement to be duly executed by their respective representatives thereunto duly authorized as of the Effective Date of the Plan.

**DEBTOR**

RED RIVER TALC LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**J&J**

JOHNSON & JOHNSON

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CUSTODIANS**

KING & SPALDING LLP

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SHOOK, HARDY & BACON L.L.P.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **TALC PERSONAL INJURY TRUST**

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Scott Freeman  
Trustee of the Talc Personal Injury Trust

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Fouad Kurdi  
Trustee of the Talc Personal Injury Trust

EXHIBIT A - CLAIM RECORDS

Documents to be Produced <sup>1</sup>	
a.	All Documents produced by the Reorganized Debtor, <sup>2</sup> J&J, or any other Debtor Corporate Party, in any talc litigation related to Channeled Talc Personal Injury Claims (also known as the “J&J Global Production”).
b.	All of the written discovery responses of the Reorganized Debtor, J&J, or any other Debtor Corporate Party in talc litigation related to the Channeled Talc Personal Injury Claims except for responses pertaining solely to jurisdictional issues; <u>provided, however</u> , that any such discovery responses may be redacted with respect to responses that do not concern Channeled Talc Personal Injury Claims.
c.	All deposition or trial transcripts, affidavits, or any other sworn statements of employees of the Reorganized Debtor, J&J, or any other Debtor Corporate Party offered in the course of talc litigation related to the Channeled Talc Personal Injury Claims. For the avoidance of doubt, this category is not intended to include all verifications filed in connection with routine discovery.
d.	A list of all filed and served cases in the talc litigation related to the Channeled Talc Personal Injury Claims as of the date of this Agreement, which list shall include a column indicating the status of the case (active, dismissed, settled).

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<sup>1</sup> All documents that are produced to the Trust will be produced subject to any third party confidentiality obligations to which the producing party is bound and shall consist solely of non-privileged documents.

<sup>2</sup> Reference herein to the Reorganized Debtor shall be deemed to include LTL Management LLC, LLT Management LLC, and the former Johnson & Johnson Consumer Inc. (“**Old JJCI**”) unless the context otherwise requires.

<b>Documents Requested</b>
e. A spreadsheet including the date each ballot was submitted with respect to the Plan.
f. Existing indices relating to the Claim Records.
g. A copy of each expert report concerning talc testing that was filed and/or produced by the Reorganized Debtor, J&J, or any other Debtor Corporate Party in talc litigation relating to Channeled Talc Personal Injury Claims.