

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

In re:

RED RIVER TALC LLC,¹

Debtor.

Chapter 11

Case No. 24-90505 (CML)

Ref Docket Nos. 313 & 330-332

CERTIFICATE OF SERVICE

I, SHARNA WILSON, hereby certify that:

1. I am employed as a Case Manager by Epiq Corporate Restructuring, LLC, with their principal office located at 777 Third Avenue, New York, New York 10017. I am over the age of eighteen years and am not a party to the above-captioned action.
2. I caused to be served the:
 - a. “The United States Trustee’s Notice of Appointment of Committee of Talc Claimants,” dated October 22, 2024 [Docket No. 313], (the “Appointment”),
 - b. “Debtor’s Objection to Motion of the Coalition of Counsel for Justice for Talc Claimants Pursuant to Bankruptcy Rules 9023 and 9024 to Alter or Reconsider the Order Denying Motions to Transfer Venue,” dated October 25, 2024 [Docket No. 330], (the “Objection”),
 - c. “Global Notes and Statement of Limitations, Methodologies and Specific Disclosures Regarding the Debtor’s Schedules of Assets and Liabilities and Statement of Financial Affairs,” filed on October 25, 2024 [Docket No. 331], (the “Schedules”),
 - d. *slipsheet* “Global Notes and Statement of Limitations, Methodologies and Specific Disclosures Regarding the Debtor’s Schedules of Assets and Liabilities and Statement of Financial Affairs,” filed on October 25, 2024, *related to Docket No. 331*, a copy of which is annexed hereto as Exhibit A, (the “Slipsheet Schedules”),
 - e. “Global Notes and Statement of Limitations, Methodologies and Specific Disclosures Regarding the Debtor’s Schedules of Assets and Liabilities and Statement of Financial Affairs,” filed on October 25, 2024 [Docket No. 332], (the “SOFA”), and
 - f. *slipsheet* “Global Notes and Statement of Limitations, Methodologies and Specific Disclosures Regarding the Debtor’s Schedules of Assets and Liabilities and Statement of Financial Affairs,” filed on October 25, 2024, *related to Docket No. 332*, a copy of which is annexed hereto as Exhibit B, (the “Slipsheet SOFA”),

¹ The last four digits of the Debtor’s taxpayer identification number are 8508. The Debtor’s address is 501 George Street, New Brunswick, New Jersey 08933.

by causing true and correct copies of the:

- i. Objection to be delivered via electronic mail to those parties listed on the annexed Exhibit C, and to 286 parties whose names and addresses are confidential and therefore not included, on October 25, 2024,
 - ii. Schedules, and SOFA to be delivered via electronic mail to those parties listed on the annexed Exhibit C, and to 286 parties whose names and addresses are confidential and therefore not included, on October 28, 2024,
 - iii. Appointment to be delivered via electronic mail to those parties listed on the annexed Exhibit C, and to 286 parties whose names and addresses are confidential and therefore not included, on October 29, 2024, and
 - iv. Appointment, Objection, Slipsheet Schedules, and Slipsheet SOFA to be enclosed securely in separate postage pre-paid envelopes and delivered via first class mail to those parties listed on the annexed Exhibit D, and to 249 parties whose names and addresses are confidential and therefore not included on October 28, 2024.
3. All envelopes utilized in the service of the foregoing contained the following legend: “LEGAL DOCUMENTS ENCLOSED. PLEASE DIRECT TO THE ATTENTION OF ADDRESSEE, PRESIDENT, OR LEGAL DEPARTMENT.”

/s/ Sharna Wilson
Sharna Wilson

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:

RED RIVER TALC LLC,¹

Debtor.

Chapter 11

Case No. 24-90505 (CML)

**GLOBAL NOTES AND STATEMENT OF LIMITATIONS, METHODOLOGIES
AND SPECIFIC DISCLOSURES REGARDING THE DEBTOR'S SCHEDULES
OF ASSETS AND LIABILITIES AND STATEMENT OF FINANCIAL AFFAIRS**

The Schedules of Assets and Liabilities (collectively, the “Schedules”) and the Statement of Financial Affairs (the “SOFA”), both filed by Red River Talc LLC (the “Debtor”), the debtor in the above captioned chapter 11 case, in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”): (a) were prepared pursuant to section 521 of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 1007 of the Federal Rules of Bankruptcy Procedure by the Debtor’s management, and, subject to management’s direction, with the assistance of the Debtor’s professionals and personnel of the Debtor’s non-debtor affiliates, particularly Johnson & Johnson Services, Inc. (“J&J Services”) pursuant to services agreements between the Debtor, on the one hand, and J&J Services, on the other; and (b) are unaudited.

These *Global Notes and Statement of Limitations, Methodologies and Specific Disclosures Regarding the Debtor’s Schedules of Assets and Liabilities and Statement of Financial Affairs* (the “Global Notes”) were prepared in conjunction with, are incorporated by reference in, and constitute an integral part of, the Debtor’s Schedules and SOFA. Any party reviewing the Schedules and SOFA should refer to, consider and consult the Global Notes in connection with such review. Further, the Debtor reserves the right to amend or supplement these Global Notes as it determines is necessary or appropriate.

The Schedules and SOFA reflect the Debtor’s reasonable best efforts to disclose its assets, liabilities and other required information. The Schedules and SOFA do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles (“GAAP”), nor are they intended to fully reconcile to any financial statements otherwise prepared

¹ The last four digits of the Debtor’s taxpayer identification number are 8508. The Debtor’s address is 501 George Street, New Brunswick, New Jersey 08933.

and/or distributed by the Debtor. Additionally, the Schedules and SOFA contain unaudited information that is subject to further review and potential adjustment.

In preparing the Schedules and SOFA, the Debtor relied upon information derived from its books and records that was available at the time of such preparation. Although those members of the Debtor's management responsible for the preparation of the Schedules and SOFA have made a reasonable effort to ensure that these materials are accurate and complete based on information known to them at the time of preparation and after reasonable inquiries, inadvertent errors or omissions may exist and/or the subsequent receipt of information may result in material changes in financial and other data contained in the Schedules and SOFA that may warrant amendment thereof in the future. Moreover, because the Schedules and SOFA contain unaudited information that is subject to further review and potential adjustment, there is no assurance that the Schedules and SOFA are complete or accurate in all respects. Accordingly, the Debtor reserves all of its rights to amend, supplement or otherwise modify the Schedules and SOFA from time to time as the Debtor deems necessary and appropriate. Notwithstanding the foregoing, the Debtor makes no affirmative representation that it will revise, amend or otherwise update the Schedules or SOFA.

The Debtor and its agents, attorneys, professionals and affiliates do not guarantee or warrant the accuracy or completeness of the data that is provided herein and shall not be liable for any loss or injury arising out of or caused in whole or in part by the acts, errors or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the information contained herein. The Debtor and its agents, attorneys, professionals and affiliates expressly do not undertake any obligation to update, modify, revise or recategorize the information provided herein, or to notify any third party should the information be updated, modified, revised or recategorized. In no event shall the Debtor or its agents, attorneys, professionals or affiliates be liable to any third party for any direct, indirect, incidental, consequential or special damages (including, but not limited to, damages arising from the disallowance of a potential claim against the Debtor or damages to business reputation, lost business or lost profits), whether foreseeable or not and however caused, even if the Debtor or its agents, attorneys, professionals or affiliates are advised of the possibility of such damages.

John Bittner, Chief Restructuring Officer of the Debtor, has signed the Schedules and SOFA. Mr. Bittner is an authorized signatory for the Debtor. In reviewing and signing the Schedules and SOFA, Mr. Bittner has relied upon the efforts, statements and representations of various personnel of the Debtor and its advisors and personnel of its affiliate providing services to the Debtor. Mr. Bittner has not (and could not have) personally verified the accuracy of each statement and representation contained in the Schedules and SOFA, including statements and representations concerning amounts owed to creditors, classification of such amounts and creditor addresses.

Global Notes and Overview of Methodology

1. Global Notes Control. In the event that information provided in the Schedules and SOFA differs from the Global Notes, the Global Notes shall control.

2. Reservation of Rights. The Debtor reserves all rights to amend, supplement or otherwise modify the Schedules and SOFA from time to time, in all respects, at any time as may be necessary or appropriate as determined by the Debtor, including, without limitation, the rights to: (a) amend the Schedules and SOFA with respect to claim descriptions or designations; (b) dispute or assert a right of setoff or other defenses to any claim reflected in the Schedules or SOFA as to amount, liability, priority, status or classification; (c) subsequently designate any claim as “disputed,” “contingent” or “unliquidated;” and/or (d) object to the extent, validity, enforceability, priority or avoidability of any claim. Any failure to designate a claim in the Schedules or SOFA as “contingent,” “unliquidated” or “disputed” does not constitute an admission by the Debtor that such claim is not “contingent,” “unliquidated” or “disputed.” Notwithstanding the foregoing, the Debtor shall not be required to update the Schedules and SOFA except as may be required by applicable law or an order of the Bankruptcy Court.

Listing a claim does not constitute an admission of liability by the Debtor. Further, nothing contained in the Schedules or SOFA shall constitute a waiver of rights with respect to the Debtor’s chapter 11 case, including, without limitation, any right involving claims (including allowance, disallowance, liquidation or estimation thereof), defenses, equitable subordination, setoff, causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers or the treatment of agreements as executory, nonexecutory, valid or invalid contracts.

Any specific reservation of rights contained in the Global Notes does not limit in any respect the general reservation of rights contained in this section.

3. Description of the Bankruptcy Case and the “As Of” Information Date.

On September 20, 2024 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court. The Debtor’s bankruptcy case is captioned In re Red River Talc LLC, No. 24-90505. The Debtor currently is operating its business and is in possession of its property as debtor-in-possession under sections 1107 and 1108 of the Bankruptcy Code. Prior to the Petition Date, the Debtor solicited votes on the *Prepackaged Chapter 11 Plan of Reorganization of the Debtor*, which was subsequently amended and filed on the Petition Date [Dkt. 24] (the “Plan”).

Except as otherwise noted, all asset and liability information is as of the Petition Date. Further, the Schedules and SOFA reflect, as appropriate, information from the time of formation of the Debtor on August 19, 2024 (the “Formation Date”) through the Petition Date. For the avoidance of doubt, except as otherwise indicated, the Schedules and SOFA do not reflect information from prior to the Formation Date, such as information relating to LLT Management LLC (“LLT”), which ceased to exist in a corporate restructuring completed on August 19, 2024. Additional information about the transactions on the Formation Date by which LLT ceased to exist and the Debtor was formed (the “2024 Corporate Restructuring”) can be found in the *Declaration of John K. Kim in Support of the Chapter 11 Case and Certain First Day Pleadings* [Dkt. 17] (the “Kim First Day Declaration”) filed on the Petition Date.

4. **Amendments and Recharacterization.** Notwithstanding the Debtor's commercially reasonable efforts to properly characterize, classify, categorize, designate or include certain claims, assets, executory contracts, unexpired leases and other items reported in the Schedules and SOFA, the Debtor nevertheless may have improperly characterized, classified, categorized, designated, included or omitted certain items. Accordingly, the Debtor reserves all of its rights to recharacterize, reclassify, recategorize, redesignate, add or delete items reported in the Schedules and SOFA at a later time as is necessary or appropriate in its discretion as additional information becomes available, including, without limitation, whether contracts or leases listed herein were deemed executory or unexpired as of the Petition Date and remain executory and unexpired postpetition. Disclosure of information in one or more Schedules, in SOFA or in one or more exhibits or attachments to the Schedules or SOFA, even if incorrectly placed, shall be deemed to be disclosed in the correct portion of the Schedules, SOFA or any exhibit or attachment thereto.

5. **Estimates and Assumptions.** The preparation of the Schedules and SOFA requires the Debtor to make certain estimates and assumptions that affect the reported values of assets and liabilities, the disclosures of contingent assets and liabilities and other matters. Actual results could differ (perhaps materially) from those estimates included in, or underlying the information in, the Schedules and SOFA. In addition, and without limiting any other qualification or limitation herein, certain estimates of value used herein that were provided by third parties are not to be relied upon by other parties for any purpose.

6. **Unknown Amounts.** The value of certain of the scheduled assets and liabilities is unknown and unliquidated at this time. In such cases, the amounts are listed as "undetermined," "unknown" or "unliquidated." Amounts that are undetermined, unknown or unliquidated may be material. For purposes of calculating totals for the value of categories of assets and liabilities, amounts listed as undetermined, unknown or unliquidated are treated as \$0.00 even though the value of such amounts, once liquidated, could be material. Accordingly, the Schedules and SOFA may not accurately reflect the aggregate amount of the Debtor's assets and liabilities.

7. **Excluded Assets and Liabilities.** The Debtor has excluded certain assets and liabilities that appear in its books and records from the Schedules and SOFA, including, without limitation, any potential future rights of the Debtor under the Amended and Restated Divisional Merger Support Agreement with Johnson & Johnson Holdco (NA) Inc. ("New Holdco") and Pecos River Talc LLC ("Pecos River"). The Debtor also has not attempted to anticipate rejection damage claims of counterparties to executory contracts that may arise out of future contract rejections, and such potential claims are not reflected in the Schedules and SOFA. In addition, certain immaterial assets and liabilities may have been excluded.

The Debtor has or is alleged to have (a) contractual or other obligations to indemnify its non-debtor affiliates, including, without limitation, Johnson & Johnson ("J&J"), Pecos River and New Holdco, in the event that one of those affiliates is held liable for any of the Debtor's talc-related liabilities, and (b) contractual or other obligations to indemnify certain retailers and transaction counterparties (such parties collectively, the "Indemnified Parties") for the Debtor's talc-related liabilities. The former Johnson & Johnson Consumer Inc. ("Old JJCI") agreed to indemnify certain transaction counterparties for liability arising from talc-containing products sold

by Old JJCI. These contractual indemnities of transaction counterparties were allocated to the Debtor in the 2024 Corporate Restructuring; Pecos River has agreed to indemnify the Debtor from and against any indemnification claims thereunder that are asserted against the Debtor in respect of liabilities allocated to Pecos River. In addition, since the commencement of the talc litigation, Old JJCI and LLT had agreed to indemnify and assume the defense of more than 1,180 talc-related claims against certain retailers pursuant to tender agreements. The tender agreements in respect of the Debtor Talc Related Liabilities (as defined in the Kim First Day Declaration) were allocated to the Debtor in the 2024 Corporate Restructuring. The Debtor has listed potential indemnity claims of the Indemnified Parties as “undetermined” in Schedule E/F. Additional detail regarding excluded liabilities is included in the notes to Schedule A/B and Schedule E/F.²

8. Liabilities. The Debtor has sought to allocate liabilities between the prepetition and postpetition periods based on the information available and the research conducted in conjunction with the preparation of the Schedules and SOFA. As additional information becomes available and further research is conducted, the amounts and allocation of certain liabilities between prepetition and postpetition periods may change. Further, the liabilities listed on the Schedules do not reflect any claims under section 503(b)(9) of the Bankruptcy Code (if applicable). The Debtor reserves all of its rights to dispute or challenge the validity, amount or priority of any claims (including any claims under section 503(b)(9) of the Bankruptcy Code, if any are asserted) or the characterization of the structure of any transaction or any document or instrument related to any creditor’s claim.

9. Intellectual Property Rights. Any exclusion of intellectual property rights from the Schedules or SOFA shall not be construed as an admission that such intellectual property rights have been abandoned, terminated, assigned, expired by their terms or otherwise transferred pursuant to a sale, acquisition or other transaction.

10. Asset Values. It would be prohibitively expensive, unduly burdensome and time-consuming to obtain current market valuations of the Debtor’s assets and interests. Accordingly, to the extent any asset value is listed herein, and unless otherwise noted therein, the Schedules and SOFA reflect approximate historic costs and net book values, rather than current market values. Except as otherwise noted, all asset values and claim values provided herein reflect the Debtor’s data as of the Petition Date.

11. Currency. All amounts are reflected in U.S. dollars.

12. Causes of Action. The Debtor reserves all of its rights with respect to any cause of action (including avoidance actions), controversy, right of setoff, cross claim, counterclaim or

² On October 24, 2024, the Bankruptcy Court entered an order (the “Stay Order”) [Adv. Dkt. 57] providing that the automatic stay applies and extends to certain non-debtors through and including December 2, 2024. The Stay Order stays all named plaintiffs in talc-related lawsuits against the Debtor (or for which the Debtor is responsible or alleged to be responsible) from commencing or continuing the prosecution of any Debtor Talc Claim (as defined in the Stay Order) against J&J, Pecos River, New Holdco, certain of the Indemnified Parties as identified therein and certain other entities as identified therein. The Stay Order further provides that the Court shall hold a hearing on December 2, 2024 to consider whether the relief granted in the Stay Order should be extended, terminated or otherwise modified.

recoupment and any claim, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law (collectively, the “Causes of Action”) the Debtor may have, and neither these Global Notes nor the Schedules nor SOFA shall be deemed a waiver of any claims or Causes of Action or in any way to prejudice or impair the assertion of such claims or Causes of Action.

13. Insiders. Where the Schedules and SOFA require information regarding insiders and/or officers and directors, included therein are (a) each of the Debtor’s (i) managers (or persons in similar positions) and (ii) seconded employees or other individuals that are, or were during the relevant period, officers (or persons in control) of the Debtor; and (b) certain affiliates of the Debtor. The listing of a party as an insider is not intended to be, nor should it be construed as, a legal characterization of such party as an insider and does not act as an admission of any fact, claim, right or defense, and all such facts, claims, rights and defenses are hereby expressly reserved. Persons and entities listed as “insiders” (including any affiliates of the Debtor) have been included for informational purposes only, and such individuals and entities should not be deemed to be “insiders” for other purposes.

14. Summary of Significant Reporting Policies and Practices. The following conventions were utilized by the Debtor in preparation of the Schedules and SOFA:

- (a) Undetermined Amounts. The description of an amount as “unknown,” “unliquidated” or “undetermined” is not intended to reflect upon the materiality of such amount.
- (b) Totals. All totals that are included in the Schedules and SOFA represent totals of all known amounts only. To the extent there are unknown or undetermined amounts (which have been treated as for the purpose of calculating totals in the Schedules and SOFA), the actual total may be different from the listed total, and such difference could be material.
- (c) Book Value of Liabilities. Unless otherwise noted therein, the Schedules and SOFA reflect the carrying value of the liabilities as listed in the Debtor’s books and records.
- (d) Disputed, Contingent and/or Unliquidated Claims. Failure to designate a claim on any of the Schedules or SOFA as disputed, contingent and/or unliquidated does not constitute an admission that such claim is not subject to objection. The Debtor reserves the right to dispute, or assert offsets or defenses to, any claim reflected on the Schedules or SOFA on any and all available grounds, including the right to dispute the amount, liability, priority, validity, classification or status of any claim.

Specific Disclosures with Respect to the Debtor's Schedules

Schedules Summary. Given, among other things, the uncertainty surrounding the collectability and valuation of certain assets and the valuation and nature of certain liabilities, the Schedules should not be relied upon nor do they constitute an admission regarding the financial status of the Debtor. See also Notes 6 and 14, above, regarding the treatment of unknown or undetermined amounts.

Schedule A/B, Part 1/Questions 3 and 5. *Checking, savings, money market, or financial brokerage accounts.* As of the Petition Date, the Debtor's bank account was in the name of LLT because the account previously was LLT's account. On August 19, 2024, the 2024 Corporate Restructuring was completed, as a result of which LLT ceased to exist and the Debtor, New Holdco and Pecos River were formed. The Debtor received certain assets in the 2024 Corporate Restructuring, including LLT's bank account at Bank of America, N.A. The Debtor is in the process of updating the bank account information to reflect the Debtor's name. The 2024 Corporate Restructuring is described in detail in the Kim First Day Declaration. Prior to the Petition Date, on August 28, 2024, certain funds (the "Pecos Funds") were transferred to the Debtor's bank account in connection with the resolution of a liability allocated to Pecos River in the 2024 Corporate Restructuring. Those funds remain in the Debtor's bank account, and are reflected in the cash balance in SOFA Part 1/Question 5. However, because such funds are not property of the Debtor, a corresponding intercompany payable to Pecos River is reflected in Schedule E/F.

Schedule A/B, Part 2/Question 8. *Prepayments, including prepayments on executory contracts, leases, insurance, taxes and rent.* Prior to the Petition Date, the Debtor made certain retainer and retainer replenishment payments to certain professional firms for professional services and expenses provided or to be provided to the Debtor prior to the Petition Date, as well as certain payments, including of estimated fees and expenses, to counsel for the Ad Hoc Committee of Supporting Counsel pursuant to a reimbursement agreement that was allocated to the Debtor in the 2024 Corporate Restructuring (the "AHC Reimbursement Agreement").

In addition, LLT made: (a) certain payments to professionals firms, which payments included (i) retainers and/or (ii) amounts with respect to estimated fees and expenses, for services provided prior to the Formation Date as disclosed in retention applications filed with the Bankruptcy Court, see Dkts. 19, 28, 287, 288, 292 and 294; (b) certain payments, which included amounts with respect to estimated fees and expenses, to (i) certain professionals for the Ad Hoc Committee of Supporting Counsel pursuant to the AHC Reimbursement Agreement and (ii) the prepetition future claimants' representative and her professionals pursuant to a reimbursement agreement that was allocated to the Debtor in the 2024 Corporate Restructuring and that terminated in accordance with its own terms upon the filing of the Debtor's chapter 11 case (the "Prepetition FCR Reimbursement Agreement"); and (c) payment of an initial retainer to the prepetition future claimants' representative and her professionals pursuant to the Prepetition FCR Reimbursement Agreement. As a result of the 2024 Corporate Restructuring, any interest of LLT in the payments in (a) through (c), including as the result of an overpayment of estimated fees and expenses, was allocated to the Debtor.

The professionals are continuing to reconcile the retainers, and if applicable, estimated payment amounts against actual incurred fees and expenses as of the Petition Date. The amounts reflected in Schedule A/B, Part 2/Question 8 reflect retainer and retainer replenishment amounts paid by the Debtor or LLT and do not reflect any additional amounts held or that may be determined to be held by the identified professionals following a reconciliation of all amounts paid prepetition to the professionals by LLT or the Debtor. The prepayment identified with respect to McCarter & English, LLP (“McCarter”) was held by McCarter prior to the Formation Date and allocated to the Debtor in the 2024 Corporate Restructuring.

Schedule A/B, Part 3/Question 11. *Accounts Receivable.* The reported account receivable less than 90 days old comprises amounts owed to the Debtor by its direct subsidiary, Royalty A&M LLC (“RAM”), pursuant to a services agreement between the Debtor and RAM.

Schedule A/B, Part 4/Question 15. *Non-publicly traded stock and interests in incorporated and unincorporated businesses, including a limited liability company, partnership or joint venture.* The Debtor owns 100% of the membership interests in its direct subsidiary, RAM. Schedule A/B, Part 4/Question 15 lists the book value of RAM, as of November 16, 2023, as determined by the Debtor’s management, which remains the most recent valuation of RAM available as of the Petition Date. The book value of RAM may materially differ from its actual fair market values.

Schedule A/B, Part 7/Question 38. *Office furniture, fixtures, and equipment; and collectibles.* The Debtor does not own or lease any office furniture, fixtures, equipment, or collectibles, but, pursuant to a services agreement with J&J Services, the Debtor pays certain amounts for the use of office space, including office furniture, fixtures and equipment, by employees seconded to it by J&J Services pursuant to a secondment agreement.

Schedule A/B, Part 9/Question 54. *Interests in real property.* The Debtor does not own or lease any real property, but, pursuant to a services agreement with J&J Services, the Debtor pays certain amounts for the use of office space by employees seconded to it by J&J Services pursuant to a secondment agreement.

Schedule A/B, Part 10/Question 59. *Interests in intangibles or intellectual property.* The Debtor does not directly own any interests in intangibles or intellectual property but, as set forth in the Kim First Day Declaration, the Debtor’s subsidiary, RAM, owns a portfolio of royalty revenue streams, including royalty revenue streams based on third-party sales of CLOROX®, ECOLAB®, ESSITY®, LACTAID®, MYLANTA® / MYLICON®, ROGAINE®, SPARTAN® and TENA® products. This portfolio includes a synthetic royalty arrangement in Texas with Kiron Capital LLC, a private equity firm, through its indirect subsidiary Confidas Health System. RAM reviews profitable royalty opportunities in the healthcare industry and seeks to grow its business by reinvesting the income from existing royalty revenue streams into both the acquisition of additional external royalty revenue streams, financings to third parties secured by similar royalty streams, and synthetic royalty investments secured by similar future royalty streams.

Schedule A/B, Part 10/Question 67. *Personally identifying information of customers.*

The Debtor does not operate a business that provides goods or services to customers and therefore does not collect or retain personally identifying information of customers, as defined in 11 U.S.C. § 101(41A).

Schedule A/B, Part 11/Question 71. *Notes receivable.* The Debtor is party to two funding agreements with New Holdco: (a) the Second Amended and Restated Expense Funding Agreement (the “Expense Funding Agreement”) and (b) the Second Amended and Restated Indemnity Cost Funding Agreement (the “Indemnity Cost Funding Agreement”) and, together with the Expense Funding Agreement, the “Funding Agreements”). Copies of the Funding Agreements are attached as Annexes E and G to the Kim First Day Declaration. Among other things, the Funding Agreements obligate New Holdco to provide funding to the Debtor for use by the Debtor to (a) fund, subject to certain limits set forth therein, the talc personal injury trust proposed by the Plan and (b) pay, not subject to any funding limits, any and all costs and expenses of the Debtor incurred during the pendency of its chapter 11 case, including the costs of administering the Debtor’s chapter 11 case. The terms of the Funding Agreements are described in detail in the Kim First Day Declaration. The Funding Agreements impose no repayment obligation on the Debtor. Although the Debtor has access to funding under the Funding Agreements, the agreements are neither notes payable nor notes receivable. The Funding Agreements are listed as “other property of any kind not already listed” in Schedule A/B, Part 11/Question 77.

Schedule A/B, Part 11/Question 72. *Tax refunds and unused net operating losses (NOLs).*

The Debtor is treated as a disregarded entity for federal income tax purposes. As such, the Debtor does not owe or pay federal income taxes and its federal income tax filings are part of a consolidated tax return filed by its ultimate parent company, J&J. For the same reason, any federal tax refunds or net operating losses are not assets of the Debtor and are not listed in the answer to Schedule A/B, Part 11/Question 72. No refunds for the 2023 tax year or otherwise have been identified, nor are any anticipated. As such, the Debtor has included no amounts with respect to refunds or net operating losses in the Schedules.

Schedule A/B, Part 11/Question 73. *Interests in insurance policies or annuities.* The Debtor is an insured and/or additional insured under various insurance policies issued to its ultimate parent company, J&J (collectively, the “J&J Insurance Policies”). Insurance coverage includes coverage for, among other things, director and officer insurance and commercial general liability insurance which is provided through group coverage from various insurance companies.

In addition to insurance coverage under the J&J Insurance Policies, the Debtor has a right to coverage under numerous other insurance policies in respect of talc-related claims. The Debtor has made a diligent attempt to ensure that all such policies in which it has an interest are listed in the Schedules. Any failure to list an insurance policy in the Schedules, however, is not an admission by the Debtor with respect to coverage under such policy. The Debtor reserves the right to amend these Schedules to add any such omitted insurance policies in the future.

Schedule A/B, Part 11/Question 74. *Causes of action against third parties (whether or not a lawsuit has been filed).* In certain jurisdictions, cross claims between parties to legal actions are deemed to automatically arise under applicable non-bankruptcy law even if not specifically initiated by a party. It would be unduly burdensome for the Debtor to identify all such deemed cross claims individually. Moreover, unless pursued, such information could be misleading. The Debtor, therefore, has not listed such claims that automatically are deemed to arise under applicable non-bankruptcy law in Schedule A/B, Part 11/Question 74, but has listed available information relating to cross claims actually pursued by the Debtor (or its predecessors) in court filings.

Schedule A/B, Part 11/Question 75. *Other contingent and unliquidated claims or causes of action of every nature, including counterclaims of the debtor and rights to setoff.* The Debtor believes that it has rights to indemnity under certain agreements with third parties, including under supply agreements and agreements governing transactions involving the Debtor's predecessors. The Debtor has attempted to list each of these agreements on Schedule A/B, Part 11/Question 75. Omission of an agreement from Schedule A/B, Part 11/Question 75, however, does not constitute an admission that no indemnification obligation is owed to the Debtor, and the Debtor reserves all rights with respect to such obligations. Certain of the agreements listed in Schedule A/B, Part 11/Question 75 are with the Imerys/Cyprus Parties (defined below). Among other things, upon occurrence of the "Trigger Date" of the Imerys/Cyprus Settlement Agreement (defined below), the Debtor's claims against the Imerys/Cyprus Parties (defined below) under the agreements listed in Schedule A/B, Part 11/Question 75 will be released.

Schedule A/B, Part 11/Question 77. *Other property of any kind not already listed.* As described above and in the Kim First Day Declaration, the Funding Agreements obligate New Holdco to provide funding to the Debtor for use by the Debtor to (a) fund, subject to certain limits, the talc personal injury trust proposed by the Plan and (b) pay, not subject to any funding limits, any and all costs and expenses of the Debtor incurred during the pendency of its chapter 11 case, including the costs of administering the Debtor's chapter 11 case. As set forth in the Kim First Day Declaration, the proposed funding under the Plan is an aggregate amount of approximately \$9 billion payable over 25 years. Additional information about the proposed funding of the Plan and the Funding Agreements is set forth in the Kim First Day Declaration. The value of each of the Funding Agreements has been listed in Schedule A/B, Part 11/Question 77 as "undetermined."

Prior to the Petition Date, J&J, Johnson & Johnson Holdco (NA) Inc. and LLT, on behalf any successors thereto (collectively, the "J&J Parties"), negotiated with Imerys Talc America, Inc. and certain affiliates, Cyprus Mines Corporation and certain affiliates and the respective future claimants' representatives and the tort claimants' committees appointed in In re Imerys Talc Am. Inc., No. 19-10289-LSS (Bankr. D. Del.) and In re Cyprus Mines Corp., No. 21-10398 (LSS) (Bankr. D. Del.) (collectively, the "Imerys/Cyprus Parties") the terms of a settlement that are detailed in the *Amended and Restated Settlement Agreement and Release* with an execution date of July 13, 2024 (the "Imerys/Cyprus Settlement Agreement"), which settlement agreement was allocated to the Debtor in the 2024 Corporate Restructuring. Among other things, the Imerys/Cyprus Settlement Agreement provides that the J&J Parties will establish an escrow

account and, prior to the occurrence of the “Trigger Date” of the Imerys/Cyprus Settlement Agreement, will contribute the proceeds of recoveries on certain J&J insurance policies (as detailed in the Imerys/Cyprus Settlement Agreement) to the escrow account. A portion of these settlement proceeds are in respect of insurance rights of the Debtor. After the occurrence of the Trigger Date and the provision of certain notices as set forth in the Imerys/Cyprus Settlement Agreement, the amounts in the escrow account will be transferred to the talc personal injury trust established in the Imerys and Cyprus cases or, in the event the trust has not yet been established, to the designated accounts set forth in the Imerys/Cyprus Settlement Agreement. If the Trigger Date does not occur, the funds in the escrow account, except for certain amounts as set forth in the Imerys/Cyprus Settlement Agreement, will be returned to the Debtor to the extent such funds are allocable to the Debtor. The Debtor’s potential interest in these amounts is undetermined and not listed in Schedule A/B.

Schedule D. *Creditors who have claims secured by property.* The Debtor has not included on Schedule D parties that may believe their claims are secured through setoff rights, deposits posted by or on behalf of the Debtor or inchoate statutory lien rights.

Schedule E/F. *Creditors who have unsecured claims.* The Debtor has listed potential claims for various taxing authorities as undetermined in Schedule E/F. Additionally, certain of the claims of state and local taxing authorities set forth in Part 1 of Schedule E/F ultimately may be deemed, in whole or in part, to be secured claims pursuant to state or local laws or priority claims under the Bankruptcy Code. The Debtor reserves its right to dispute or challenge whether claims owing to various taxing authorities are secured or entitled to priority. The listing of any claim on Schedule E/F does not constitute an admission that such claim is entitled to priority pursuant to section 507 of the Bankruptcy Code.

Parties who have asserted talc-related claims involving the Debtor (collectively, the “Talc Claimants”), whether filed or unfiled, and who are known to the Debtor are listed on Part 2 of Schedule E/F as holders of nonpriority unsecured claims. The Talc Claimants have been listed on Schedule E/F with respect to any unsecured claim they may have or assert against the Debtor. Due to their volume, the Talc Claimants’ talc-related claims identified on Part 2 of Schedule E/F have been listed in a separate attachment thereto. The Debtor has made reasonable efforts to remove duplicate entries for each Talc Claimant listed in Schedule E/F. Nonetheless, certain Talc Claimants may have been listed more than once. To the extent the Debtor determined a claim is or may be unfiled, the Debtor has redacted the Talc Claimant’s name.³ See Dkts. 242, 243. By an order entered on September 23, 2024 [Dkt. 92] (the “Talc Claims Notice Order”), the Bankruptcy Court authorized service on the Talc Claimants in care of their counsel. Therefore, the addresses listed for the Talc Claimants in Schedule E/F, where represented by counsel, are the addresses of their identified counsel. Where more than one counsel has appeared for or represented it is counsel to a certain Talc Claimant, the Debtor listed one counsel on Schedule E/F, Part 2 and any additional counsel on Schedule E/F, Part 3. Co-counsel are listed on Schedule E/F, Part 2 and Schedule E/F, Part 3 without regard to any priority among co-counsel that may exist. To the extent a Talc

³ A motion to seal will be filed.

Claimant is pro se, the Debtor has redacted such claimant's personally identifying information in accordance with the Talc Claims Notice Order. See Dkt. 92. In addition, LLT was named in certain proposed class actions filed in the District of New Jersey. The Debtor has listed the named plaintiffs in care of their counsel. The Debtor has not listed claims, with the exception of claims against J&J, that may be pending against a party to whom the Debtor has or potentially has indemnification obligations but which claims were not asserted against the Debtor or LLT.

Prior to the Petition Date, LLT and J&J entered into certain master settlement agreements in respect of talc-related claims with certain plaintiff law firms. These agreements appear on Schedule G. As of the Petition Date, payments under certain of these master settlement agreements remain unpaid. The Debtor has listed the pending claims of which it is aware that are subject to these master settlement agreements in Schedule E/F, Part 2. The Debtor has made a reasonable effort to determine which of the claims subject to master settlement agreements were not paid pursuant to the terms of the applicable master settlement agreements as of the Petition Date and has included those claims in Schedule E/F. Certain of the claims listed in Schedule E/F Part 2 that are subject to master settlement agreements ultimately may be satisfied pursuant to the terms of the applicable master settlement agreement at some point in the future. The Debtor does not have information regarding the value that may have been or may ultimately be assigned to an individual claim pursuant to the terms of the applicable master settlement agreement and, as a result, has identified each of these claims as unliquidated and as having an undetermined amount.

Co-defendants in talc-related litigation (collectively, the "Talc Co-Defendants") have been identified in Schedule H as potential co-debtors. See note to Schedule H for additional information regarding the Talc Co-Defendants. Given the volume of information on Schedule H, the Talc Co-Defendants have not been listed again in Schedule E/F, but each Talc Co-Defendant identified in Schedule H is hereby deemed to be listed in Schedule E/F, Part 2/Question 3 as having a nonpriority claim (a) in an undetermined amount, (b) that is contingent, unliquidated and disputed and not subject to offset and (c) that was incurred on an undetermined date.

An intercompany payable to J&J is listed in Schedule E/F on account of potential amounts owed to J&J for talc-related costs as the result of the Debtor's indemnity obligations. These amounts include obligations as to which J&J is a co-obligor with the Debtor, including legal fees and expenses. The amount of this payable currently is unknown. As reflected in Schedule E/F, the Debtor does not dispute that it has indemnity obligations to J&J in respect of talc-related claims. Additionally, the Debtor has listed certain intercompany payables to its affiliate J&J Services on account of accrued prepetition amounts under the Debtor's secondment agreement with J&J Services and the Debtor's services agreement with J&J Services as well as an intercompany payable to its affiliate Pecos River on account of the Pecos Funds. See note to Schedule A/B, Part 1/Questions 3 and 5 above.

The listing by the Debtor of any account between the Debtor and a non-debtor affiliate is a statement of what appears in the Debtor's books and records and does not reflect any admission or conclusion of the Debtor regarding the allowance, classification, character, validity or priority of such account. Any intercompany accounts remain subject to further review by the Debtor.

In addition, the Debtor has listed the following parties on Schedule E/F: (a) other parties (excluding non-debtor affiliates) that may hold or assert indemnification claims against the Debtor; (b) all ordinary course professionals of the Debtor with amounts not satisfied as of the Petition Date; (c) all other professionals and entities who had an unpaid claim for services rendered to the Debtor prior to the Petition Date; and (d) a declaratory judgment action commenced by certain of the Debtor's insurers to determine coverage obligations. Identification of any of the foregoing parties on Schedule E/F (including the deemed inclusion of the Talc Co-Defendants) is not intended, and shall not be deemed, to constitute an admission of any claim of, or obligation of the Debtor to, such parties.

As noted above, the Debtor has included certain parties that may hold or assert indemnification claims against the Debtor. Such parties include various retailers and other transaction counterparties, including the Imerys/Cyprus Parties. As to these retailers and certain transaction counterparties, the Debtor has indemnification obligations to them pursuant to indemnity agreements with such parties or applicable law. The Debtor reserves all rights to dispute or challenge any indemnification obligations to such parties on any basis. As to the Imerys/Cyprus Parties, upon occurrence of the "Trigger Date" of the Imerys/Cyprus Settlement Agreement, among other things, the Imerys/Cyprus Parties claims against the Debtor will be released.

Certain professionals had incurred fees and expenses for work performed with respect to the talc litigation on behalf of J&J and LLT that were not satisfied as of the Petition Date. LLT's respective engagements of these professionals (and the obligations thereunder) were allocated to the Debtor in the 2024 Corporate Restructuring. Certain of the outstanding amounts are for fees and expenses for work performed in connection with claims allocated to the Debtor as a part of the 2024 Corporate Restructuring. Accordingly, these amounts are included in Schedule E/F and were disclosed in the professionals' retention applications. See Dkts. 289, 290, 293. As further disclosed in the retention applications, these professionals may seek compensation from J&J or other non-debtor affiliates with respect to such unpaid fees and expenses consistent with the terms of such professionals' engagements. Similarly, ordinary course professionals whose engagements were allocated to the Debtor and who performed services for LLT and J&J may seek compensation from J&J or other non-debtor affiliates with respect to such unpaid fees and expenses consistent with the terms of such professionals' engagements.

Prior to the Petition Date, and although not generally maintained in the ordinary course, in connection with the prepetition solicitation of the Plan, LLT made a good faith effort to obtain through its claims, noticing and solicitation agent, Epiq Corporate Restructuring LLC ("Epiq"), addresses of all the foregoing parties (or their law firms, as applicable). Prior to the Petition Date and in the preparation of these Schedules and SOFA, the Debtor made a good faith effort to identify any missing addresses of the foregoing parties. The Debtor reserves the right to supplement the name and address information of the foregoing listed in Schedule E/F as additional names and/or addresses are identified.

Schedule E/F does not include certain deferred charges, deferred liabilities, accruals or general reserves. Such amounts may be reflected on the Debtor's books and records as required

in accordance with GAAP. Accruals are general estimates of liability and may not represent specific claims as of the Petition Date.

Schedule G. *Executory contracts and unexpired leases.* Although the Debtor's existing books and records have been relied upon to identify and schedule executory contracts and unexpired leases, and diligent efforts have been made to ensure the accuracy of Schedule G, inadvertent errors, omissions or over-inclusions may have occurred. Certain contracts identified on Schedule G were entered into before the Formation Date, and show LLT as the original counterparty. Each of these contracts was allocated to the Debtor upon its formation.

Schedule G lists certain amended and restated agreements with affiliates of the Debtor. These were amended and restated on August 19, 2024, to reflect certain corporate changes, notably the names of the parties to those agreements after the Debtor's formation on the same date.

Prior to the Formation Date, LLT entered into various plan support agreements with J&J, Johnson & Johnson Holdco (NA), Inc. and certain law firms representing talc claimants (each, a "PSA"). In addition, prior to the Formation Date and in connection with the PSAs, LLT entered into the AHC Reimbursement Agreement with counsel to the Ad Hoc Committee of Supporting Counsel. The PSAs and the AHC Reimbursement Agreement were allocated to the Debtor in the 2024 Corporate Restructuring, but they are not listed in Schedule G. The Debtor intends to seek authority from the Bankruptcy Court to continue to honor its obligations under the AHC Reimbursement Agreement. The Debtor reserves all rights with respect to the PSAs and the AHC Reimbursement Agreement.

Prior to the Petition Date, the Debtor entered into the *Confidential Memorandum of Understanding and Agreement Regarding Talc Bankruptcy Plan Support* ("Memorandum of Understanding") with The Smith Law Firm PLLC and J&J. The Memorandum of Understanding was attached to and is described in the Kim First Day Declaration. As set forth in the Kim First Day Declaration, the representative proposed to serve as the Court-appointed fiduciary for future claimants (the "FCR") supports the Plan, with the understanding the FCR has not approved the Memorandum of Understanding. The Memorandum of Understanding is not listed in Schedule G.

The identification of a contract, agreement or lease, in Schedule G does not constitute an admission that such contract, agreement or lease is an executory contract or unexpired lease or that such contract, agreement or lease was effective as of the Petition Date or is valid or enforceable. The Debtor reserves all of its rights with respect to the contracts, agreements and leases identified in Schedule G, including, without limitation, the Debtor's rights to dispute the validity, status or enforceability of any contracts, agreements or leases and to amend or supplement Schedule G as necessary.

Certain of the items reflected on Schedule G may contain renewal options, purchase options, rights of first refusal and other miscellaneous rights. Such rights, powers, duties and obligations are not separately set forth on Schedule G. The Debtor hereby expressly reserves the right to assert that, or challenge whether, any item listed on Schedule G is an executory contract

or unexpired lease within the meaning of section 365 of the Bankruptcy Code. In addition, the Debtor reserves all of its rights, claims and causes of action with respect to claims associated with any contracts and agreements listed in the Schedules, including Schedule G, including its right to dispute or challenge the characterization or the structure of any transaction, document or instrument (including any intercompany agreement).

As disclosed in Schedule A/B, Part 11/Questions 73 and 75, the Debtor is a party to the Imerys/Cyprus Settlement Agreement. The United States Bankruptcy Court for the District of Delaware approved the Imerys/Cyprus Settlement Agreement in a bench ruling on October 8, 2024, but the Trigger Date under the Imerys/Cyprus Settlement Agreement has not yet occurred. The Debtor will seek to assume the Imerys/Cyprus Settlement Agreement in the near term and has listed the agreement in Schedule G.

In addition, the Debtor has master settlement agreements with certain law firms that represent or will represent talc claimants. The Debtor has listed these master settlement agreements in Schedule G. See note to Schedule E/F above.

The Debtor also has settlement agreements with certain insurance companies in respect of coverage for the Debtor's talc claims. The Debtor has listed these settlement agreements in Schedule G. See note to Schedule A/B, Part 11/Question 73 above.

Certain agreements, including corporate constituent documents and confidentiality agreements, have not been listed on Schedule G. The Debtor reserves all rights with respect to such agreements. Omission of a contract or agreement from Schedule G does not constitute an admission that such omitted contract or agreement is not an executory contract or unexpired lease. The Debtor's rights under the Bankruptcy Code with respect to any such omitted contracts or agreements are not impaired by the omission.

The Funding Agreements have been listed on Schedule G. The Debtor reserves all rights with respect to the Funding Agreements, including with respect to whether such agreements are or are not executory contracts.

Pursuant to various agreements with certain retailers and transaction counterparties, the Debtor has agreed to accept the tender and defense of talc-related claims based on the Debtor's talc-containing products. Because it is not clear in all instances if such agreements are executory contracts, these agreements have not been listed in Schedule G. The Debtor reserves all rights with respect to such agreements.

The Debtor has listed engagement agreements with the Debtor's professionals in this case in Schedule G. In addition, the Debtor's ordinary course professionals operate under the Outside Counsel Billing Guidelines. Schedule G does not include a separate entry with respect to every ordinary course professional operating under the Outside Counsel Billing Guidelines.

Certain of the contracts and agreements listed on Schedule G may consist of several parts that may not be listed on Schedule G or that may be listed as a single entry. Unless otherwise

specified in Schedule G, each executory contract or unexpired lease identified therein shall include all exhibits, schedules, riders, statements of work, modifications, declarations, amendments, supplements, attachments, restatements or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affects such executory contract or unexpired lease, without respect to whether such agreement, instrument or other document is listed therein.

Schedule H. Co-debtors. Listing a possible co-obligor on Schedule H does not, is not intended to and shall not be deemed to constitute an admission that such party is liable on any obligation of the Debtor. The rights, claims and causes of action of the Debtor, any co-obligor and all listed parties with respect to the matters referenced on Schedule H are hereby reserved and fully preserved.

Due to their volume, the parties identified on Schedule H have been listed in a separate attachment thereto.

The Debtor has listed Talc Co-Defendants on Schedule H. Whether a Talc Co-Defendant may be liable for talc-related liabilities of the Debtor as a co-debtor depends on, among other things, the specific facts of a particular potential claim and applicable non-bankruptcy law. It would be unduly burdensome to seek to identify which Talc Co-Defendants may be co-obligors on any particular liability. In any event, any such exercise would necessarily be incomplete and potentially misleading because information needed to make a complete assessment would require access to information that is not available, including information about future litigation outcomes that cannot be predicted. In addition, it would be unduly burdensome to identify the applicable case number, plaintiff or plaintiffs, court and court address for each Talc Co-Defendant's potential claim.

Although Talc Claimants and other parties commonly name J&J as a co-defendant in talc-related actions against LLT and the Debtor, the Debtor has listed J&J only once in the separate attachment hereto due to the volume of cases.

Prior to the Petition Date and in the preparation of these Schedules and SOFA, to the extent the Debtor did not have addresses for such Talc Co-Defendants, it made a good faith effort, with the assistance of Epiq, to identify and confirm addresses of the Talc Co-Defendants. The Debtor reserves the right to supplement the name and address information of the Talc Co-Defendants listed in Schedule H as additional names and/or addresses of potential Talc Co-Defendants are identified.

Specific Disclosures with Respect to the Debtor's SOFA

Part 1/Questions 1 and 2. *Gross revenue from business. Non-business revenue.* The Debtor does not have any revenues relating to the operation of the Debtor's business. During the applicable period, the Debtor did not receive any interest income or revenue on account of its ownership of RAM.

Part 2/Question 3. *Certain payments or transfers to creditors within 90 days before filing this case.* The Debtor made certain payments within the 90 days prior to the filing of this chapter 11 case. See note to Schedule A/B, Part 2/Question 8 above. As set forth in the note with respect to Schedule E/F, certain professionals may seek compensation from J&J and other non-debtor affiliates with respect to unpaid fees and expenses as of the Petition Date consistent with the terms of such professionals' engagements.

Part 2/Question 4. *Payments or other transfers of property made within 1 year before filing this case that benefited any insider.* The Debtor did not make any payments to insiders prior to the Petition Date, and accordingly, no such amounts are reported.

Part 3/Question 7. *Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits.* Many of the matters listed in SOFA Part 3/Question 7 were asserted against LLT. Those matters are listed because the Debtor is responsible for them. As a result of the 2024 Corporate Restructuring, the Debtor became responsible for LLT's talc-related liabilities to be resolved under the Plan, and the defense of those claims. The Debtor's records regarding actions and other proceedings pending and/or initiated against it are organized by reference to the individual claimants involved. Actions initiated by multiple plaintiffs or claimants therefore may appear multiple times within the Debtor's records. The Debtor has made reasonable efforts to remove duplicate entries for each matter listed in SOFA Part 3/Question 7. Nonetheless, certain matters may have been listed more than once. The matters listed in SOFA Part 3/Question 7 do not include actions in respect of claims subject to master settlement agreements. The claims of such claimants are identified in Schedule E/F. See note to Schedule E/F above. The Debtor will supplement the response to this question with those actions. The matters listed in SOFA Part 3/Question 7 may not include all actions or proceedings commenced against the Debtor after the Petition Date in violation of the automatic stay, but new claims that were filed through October 18, 2024 have been included for completeness. Due to their volume, the talc-related matters identified in SOFA Part 3/Question 7 have been listed on a separate attachment.

Part 6/Question 11. *Payments related to bankruptcy made within 1 year before the filing of this case.* The Debtor made certain payments between August 19, 2024, and the Petition Date, which have been disclosed in this SOFA Part 6/Question 11. As disclosed above, these payments include certain retainer and retainer replenishment payments to certain professional firms for professional services and expenses provided or to be provided to the Debtor prior to the Petition Date. See note to Schedule A/B, Part 2/Question 8.

In addition, LLT made: (a) certain payments to professionals firms, which payments included (i) retainers and/or (ii) amounts with respect to estimated fees and expenses, for services provided prior to the Formation Date as disclosed in retention applications filed with the Bankruptcy Court, see Dkts. 19, 28, 287, 288, 292 and 294; (b) certain payments, which included amounts with respect to estimated fees and expenses, to (i) certain professionals for the Ad Hoc Committee of Supporting Counsel pursuant to the AHC Reimbursement Agreement and (ii) the prepetition future claimants' representative and her professionals pursuant to the Prepetition FCR Reimbursement Agreement; and (c) payment of an initial retainer to the prepetition future

claimants' representative and her professionals pursuant to the Prepetition FCR Reimbursement Agreement. As a result of the 2024 Corporate Restructuring, any interest of LLT in the payments in (a) through (c), including as the result of an overpayment of estimated fees and expenses, was allocated to the Debtor. See note to Schedule A/B, Part 2/Question 8. These payments by LLT are not reflected in SOFA Part 6/Question 11.

Part 6/Question 13. *Transfers not already listed on this statement made by the Debtor within 2 years before the filing of this case.* Reasonable efforts have been made to identify any transfers of property outside of the ordinary course of business since the Formation Date. No such transfers were identified.

Part 9/Question 16. *Personally identifiable information of customers.* See note to Schedule A/B, Part 10/Question 67.

Part 10/Question 20. *Off-premises storage of property.* The Debtor stores various records in off-premises storage through a third-party vendor, Iron Mountain, Inc. ("Iron Mountain"), as listed in SOFA Part 10/Question 20. The Debtor understands that Iron Mountain maintains this material at various locations. As such, the Debtor has listed Iron Mountain at its primary corporate address.

In addition, over the course of the talc-related litigation, LLT and the Debtor have retained more than 40 law firms in the ordinary course of business as defense counsel in talc-related matters and several consultants on talc-related matters (collectively, the "Talc-Related Counsel and Consultants"). Certain of the Talc-Related Counsel and Consultants have been identified on Schedule E/F and Schedule G. Some of the Talc-Related Counsel and Consultants store physical and electronic documents and other information relating to the talc-related claims on behalf of the Debtor in the ordinary course of their business. Such storage by Talc-Related Counsel and Consultants has not been separately identified in SOFA Part 10/Question 20.

The Debtor also stores certain electronic documents and other information relating to the talc-related claims with third parties (such as Microsoft 365), including through the use of various third party cloud-storage platforms, in the ordinary course of its business. Such storage of electronic data has not been separately identified in SOFA Part 10/Question 20.

Part 11/Question 21. *Property held for another.* As noted above, the Debtor holds the Pecos Funds, which are not property of the Debtor, in its bank account. See note to Schedule A/B, Part 1/Questions 3 and 5.

Part 13/Question 25. *Other businesses in which the Debtor has or has had an interest.* The Debtor owns a 100% membership interest in RAM, which manages a portfolio of royalty revenue streams, including some based on third party sales of certain products, and will seek opportunities to acquire or finance additional royalty revenue streams. See notes to Schedule A/B, Part 4/Question 15 and Schedule A/B, Part 10/Question 59.

Part 13/Question 30. *Payments, distributions, or withdrawals credited or given to insiders. See the response to SOFA Part 2/Question 4 for this information.*

**RED RIVER TALC LLC
24-90505 (CML)**

**GLOBAL NOTES AND STATEMENT OF LIMITATIONS, METHODOLOGIES AND
SPECIFIC DISCLOSURES REGARDING THE DEBTOR'S SCHEDULES OF ASSETS
AND LIABILITIES AND STATEMENT OF FINANCIAL AFFAIRS [Docket No. 331]**

The remaining attachments to the Schedules of Assets and Liabilities have been excluded from service due to the size of the document.

The attachments are available for review and can be downloaded free of charge at the website of the Noticing Agent, Epiq Corporate Restructuring, LLC (“Epiq”) at <http://dm.epiq11.com/RRI>.

You may also request a copy of the attachments by contacting Epiq directly at (646) 282-2400 or email at RedRiverTalcInfo@epiqglobal.com.

EXHIBIT B

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

RED RIVER TALC LLC,¹

Debtor.

Chapter 11

Case No. 24-90505 (CML)

**GLOBAL NOTES AND STATEMENT OF LIMITATIONS, METHODOLOGIES
AND SPECIFIC DISCLOSURES REGARDING THE DEBTOR'S SCHEDULES
OF ASSETS AND LIABILITIES AND STATEMENT OF FINANCIAL AFFAIRS**

The Schedules of Assets and Liabilities (collectively, the “Schedules”) and the Statement of Financial Affairs (the “SOFA”), both filed by Red River Talc LLC (the “Debtor”), the debtor in the above captioned chapter 11 case, in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”): (a) were prepared pursuant to section 521 of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 1007 of the Federal Rules of Bankruptcy Procedure by the Debtor’s management, and, subject to management’s direction, with the assistance of the Debtor’s professionals and personnel of the Debtor’s non-debtor affiliates, particularly Johnson & Johnson Services, Inc. (“J&J Services”) pursuant to services agreements between the Debtor, on the one hand, and J&J Services, on the other; and (b) are unaudited.

These *Global Notes and Statement of Limitations, Methodologies and Specific Disclosures Regarding the Debtor’s Schedules of Assets and Liabilities and Statement of Financial Affairs* (the “Global Notes”) were prepared in conjunction with, are incorporated by reference in, and constitute an integral part of, the Debtor’s Schedules and SOFA. Any party reviewing the Schedules and SOFA should refer to, consider and consult the Global Notes in connection with such review. Further, the Debtor reserves the right to amend or supplement these Global Notes as it determines is necessary or appropriate.

The Schedules and SOFA reflect the Debtor’s reasonable best efforts to disclose its assets, liabilities and other required information. The Schedules and SOFA do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles (“GAAP”), nor are they intended to fully reconcile to any financial statements otherwise prepared

¹ The last four digits of the Debtor’s taxpayer identification number are 8508. The Debtor’s address is 501 George Street, New Brunswick, New Jersey 08933.

and/or distributed by the Debtor. Additionally, the Schedules and SOFA contain unaudited information that is subject to further review and potential adjustment.

In preparing the Schedules and SOFA, the Debtor relied upon information derived from its books and records that was available at the time of such preparation. Although those members of the Debtor's management responsible for the preparation of the Schedules and SOFA have made a reasonable effort to ensure that these materials are accurate and complete based on information known to them at the time of preparation and after reasonable inquiries, inadvertent errors or omissions may exist and/or the subsequent receipt of information may result in material changes in financial and other data contained in the Schedules and SOFA that may warrant amendment thereof in the future. Moreover, because the Schedules and SOFA contain unaudited information that is subject to further review and potential adjustment, there is no assurance that the Schedules and SOFA are complete or accurate in all respects. Accordingly, the Debtor reserves all of its rights to amend, supplement or otherwise modify the Schedules and SOFA from time to time as the Debtor deems necessary and appropriate. Notwithstanding the foregoing, the Debtor makes no affirmative representation that it will revise, amend or otherwise update the Schedules or SOFA.

The Debtor and its agents, attorneys, professionals and affiliates do not guarantee or warrant the accuracy or completeness of the data that is provided herein and shall not be liable for any loss or injury arising out of or caused in whole or in part by the acts, errors or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the information contained herein. The Debtor and its agents, attorneys, professionals and affiliates expressly do not undertake any obligation to update, modify, revise or recategorize the information provided herein, or to notify any third party should the information be updated, modified, revised or recategorized. In no event shall the Debtor or its agents, attorneys, professionals or affiliates be liable to any third party for any direct, indirect, incidental, consequential or special damages (including, but not limited to, damages arising from the disallowance of a potential claim against the Debtor or damages to business reputation, lost business or lost profits), whether foreseeable or not and however caused, even if the Debtor or its agents, attorneys, professionals or affiliates are advised of the possibility of such damages.

John Bittner, Chief Restructuring Officer of the Debtor, has signed the Schedules and SOFA. Mr. Bittner is an authorized signatory for the Debtor. In reviewing and signing the Schedules and SOFA, Mr. Bittner has relied upon the efforts, statements and representations of various personnel of the Debtor and its advisors and personnel of its affiliate providing services to the Debtor. Mr. Bittner has not (and could not have) personally verified the accuracy of each statement and representation contained in the Schedules and SOFA, including statements and representations concerning amounts owed to creditors, classification of such amounts and creditor addresses.

Global Notes and Overview of Methodology

1. Global Notes Control. In the event that information provided in the Schedules and SOFA differs from the Global Notes, the Global Notes shall control.

2. Reservation of Rights. The Debtor reserves all rights to amend, supplement or otherwise modify the Schedules and SOFA from time to time, in all respects, at any time as may be necessary or appropriate as determined by the Debtor, including, without limitation, the rights to: (a) amend the Schedules and SOFA with respect to claim descriptions or designations; (b) dispute or assert a right of setoff or other defenses to any claim reflected in the Schedules or SOFA as to amount, liability, priority, status or classification; (c) subsequently designate any claim as “disputed,” “contingent” or “unliquidated;” and/or (d) object to the extent, validity, enforceability, priority or avoidability of any claim. Any failure to designate a claim in the Schedules or SOFA as “contingent,” “unliquidated” or “disputed” does not constitute an admission by the Debtor that such claim is not “contingent,” “unliquidated” or “disputed.” Notwithstanding the foregoing, the Debtor shall not be required to update the Schedules and SOFA except as may be required by applicable law or an order of the Bankruptcy Court.

Listing a claim does not constitute an admission of liability by the Debtor. Further, nothing contained in the Schedules or SOFA shall constitute a waiver of rights with respect to the Debtor’s chapter 11 case, including, without limitation, any right involving claims (including allowance, disallowance, liquidation or estimation thereof), defenses, equitable subordination, setoff, causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers or the treatment of agreements as executory, nonexecutory, valid or invalid contracts.

Any specific reservation of rights contained in the Global Notes does not limit in any respect the general reservation of rights contained in this section.

3. Description of the Bankruptcy Case and the “As Of” Information Date.

On September 20, 2024 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court. The Debtor’s bankruptcy case is captioned In re Red River Talc LLC, No. 24-90505. The Debtor currently is operating its business and is in possession of its property as debtor-in-possession under sections 1107 and 1108 of the Bankruptcy Code. Prior to the Petition Date, the Debtor solicited votes on the *Prepackaged Chapter 11 Plan of Reorganization of the Debtor*, which was subsequently amended and filed on the Petition Date [Dkt. 24] (the “Plan”).

Except as otherwise noted, all asset and liability information is as of the Petition Date. Further, the Schedules and SOFA reflect, as appropriate, information from the time of formation of the Debtor on August 19, 2024 (the “Formation Date”) through the Petition Date. For the avoidance of doubt, except as otherwise indicated, the Schedules and SOFA do not reflect information from prior to the Formation Date, such as information relating to LLT Management LLC (“LLT”), which ceased to exist in a corporate restructuring completed on August 19, 2024. Additional information about the transactions on the Formation Date by which LLT ceased to exist and the Debtor was formed (the “2024 Corporate Restructuring”) can be found in the *Declaration of John K. Kim in Support of the Chapter 11 Case and Certain First Day Pleadings* [Dkt. 17] (the “Kim First Day Declaration”) filed on the Petition Date.

4. **Amendments and Recharacterization.** Notwithstanding the Debtor's commercially reasonable efforts to properly characterize, classify, categorize, designate or include certain claims, assets, executory contracts, unexpired leases and other items reported in the Schedules and SOFA, the Debtor nevertheless may have improperly characterized, classified, categorized, designated, included or omitted certain items. Accordingly, the Debtor reserves all of its rights to recharacterize, reclassify, recategorize, redesignate, add or delete items reported in the Schedules and SOFA at a later time as is necessary or appropriate in its discretion as additional information becomes available, including, without limitation, whether contracts or leases listed herein were deemed executory or unexpired as of the Petition Date and remain executory and unexpired postpetition. Disclosure of information in one or more Schedules, in SOFA or in one or more exhibits or attachments to the Schedules or SOFA, even if incorrectly placed, shall be deemed to be disclosed in the correct portion of the Schedules, SOFA or any exhibit or attachment thereto.

5. **Estimates and Assumptions.** The preparation of the Schedules and SOFA requires the Debtor to make certain estimates and assumptions that affect the reported values of assets and liabilities, the disclosures of contingent assets and liabilities and other matters. Actual results could differ (perhaps materially) from those estimates included in, or underlying the information in, the Schedules and SOFA. In addition, and without limiting any other qualification or limitation herein, certain estimates of value used herein that were provided by third parties are not to be relied upon by other parties for any purpose.

6. **Unknown Amounts.** The value of certain of the scheduled assets and liabilities is unknown and unliquidated at this time. In such cases, the amounts are listed as "undetermined," "unknown" or "unliquidated." Amounts that are undetermined, unknown or unliquidated may be material. For purposes of calculating totals for the value of categories of assets and liabilities, amounts listed as undetermined, unknown or unliquidated are treated as \$0.00 even though the value of such amounts, once liquidated, could be material. Accordingly, the Schedules and SOFA may not accurately reflect the aggregate amount of the Debtor's assets and liabilities.

7. **Excluded Assets and Liabilities.** The Debtor has excluded certain assets and liabilities that appear in its books and records from the Schedules and SOFA, including, without limitation, any potential future rights of the Debtor under the Amended and Restated Divisional Merger Support Agreement with Johnson & Johnson Holdco (NA) Inc. ("New Holdco") and Pecos River Talc LLC ("Pecos River"). The Debtor also has not attempted to anticipate rejection damage claims of counterparties to executory contracts that may arise out of future contract rejections, and such potential claims are not reflected in the Schedules and SOFA. In addition, certain immaterial assets and liabilities may have been excluded.

The Debtor has or is alleged to have (a) contractual or other obligations to indemnify its non-debtor affiliates, including, without limitation, Johnson & Johnson ("J&J"), Pecos River and New Holdco, in the event that one of those affiliates is held liable for any of the Debtor's talc-related liabilities, and (b) contractual or other obligations to indemnify certain retailers and transaction counterparties (such parties collectively, the "Indemnified Parties") for the Debtor's talc-related liabilities. The former Johnson & Johnson Consumer Inc. ("Old JJCI") agreed to indemnify certain transaction counterparties for liability arising from talc-containing products sold

by Old JJCI. These contractual indemnities of transaction counterparties were allocated to the Debtor in the 2024 Corporate Restructuring; Pecos River has agreed to indemnify the Debtor from and against any indemnification claims thereunder that are asserted against the Debtor in respect of liabilities allocated to Pecos River. In addition, since the commencement of the talc litigation, Old JJCI and LLT had agreed to indemnify and assume the defense of more than 1,180 talc-related claims against certain retailers pursuant to tender agreements. The tender agreements in respect of the Debtor Talc Related Liabilities (as defined in the Kim First Day Declaration) were allocated to the Debtor in the 2024 Corporate Restructuring. The Debtor has listed potential indemnity claims of the Indemnified Parties as “undetermined” in Schedule E/F. Additional detail regarding excluded liabilities is included in the notes to Schedule A/B and Schedule E/F.²

8. Liabilities. The Debtor has sought to allocate liabilities between the prepetition and postpetition periods based on the information available and the research conducted in conjunction with the preparation of the Schedules and SOFA. As additional information becomes available and further research is conducted, the amounts and allocation of certain liabilities between prepetition and postpetition periods may change. Further, the liabilities listed on the Schedules do not reflect any claims under section 503(b)(9) of the Bankruptcy Code (if applicable). The Debtor reserves all of its rights to dispute or challenge the validity, amount or priority of any claims (including any claims under section 503(b)(9) of the Bankruptcy Code, if any are asserted) or the characterization of the structure of any transaction or any document or instrument related to any creditor’s claim.

9. Intellectual Property Rights. Any exclusion of intellectual property rights from the Schedules or SOFA shall not be construed as an admission that such intellectual property rights have been abandoned, terminated, assigned, expired by their terms or otherwise transferred pursuant to a sale, acquisition or other transaction.

10. Asset Values. It would be prohibitively expensive, unduly burdensome and time-consuming to obtain current market valuations of the Debtor’s assets and interests. Accordingly, to the extent any asset value is listed herein, and unless otherwise noted therein, the Schedules and SOFA reflect approximate historic costs and net book values, rather than current market values. Except as otherwise noted, all asset values and claim values provided herein reflect the Debtor’s data as of the Petition Date.

11. Currency. All amounts are reflected in U.S. dollars.

12. Causes of Action. The Debtor reserves all of its rights with respect to any cause of action (including avoidance actions), controversy, right of setoff, cross claim, counterclaim or

² On October 24, 2024, the Bankruptcy Court entered an order (the “Stay Order”) [Adv. Dkt. 57] providing that the automatic stay applies and extends to certain non-debtors through and including December 2, 2024. The Stay Order stays all named plaintiffs in talc-related lawsuits against the Debtor (or for which the Debtor is responsible or alleged to be responsible) from commencing or continuing the prosecution of any Debtor Talc Claim (as defined in the Stay Order) against J&J, Pecos River, New Holdco, certain of the Indemnified Parties as identified therein and certain other entities as identified therein. The Stay Order further provides that the Court shall hold a hearing on December 2, 2024 to consider whether the relief granted in the Stay Order should be extended, terminated or otherwise modified.

recoupment and any claim, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law (collectively, the “Causes of Action”) the Debtor may have, and neither these Global Notes nor the Schedules nor SOFA shall be deemed a waiver of any claims or Causes of Action or in any way to prejudice or impair the assertion of such claims or Causes of Action.

13. Insiders. Where the Schedules and SOFA require information regarding insiders and/or officers and directors, included therein are (a) each of the Debtor’s (i) managers (or persons in similar positions) and (ii) seconded employees or other individuals that are, or were during the relevant period, officers (or persons in control) of the Debtor; and (b) certain affiliates of the Debtor. The listing of a party as an insider is not intended to be, nor should it be construed as, a legal characterization of such party as an insider and does not act as an admission of any fact, claim, right or defense, and all such facts, claims, rights and defenses are hereby expressly reserved. Persons and entities listed as “insiders” (including any affiliates of the Debtor) have been included for informational purposes only, and such individuals and entities should not be deemed to be “insiders” for other purposes.

14. Summary of Significant Reporting Policies and Practices. The following conventions were utilized by the Debtor in preparation of the Schedules and SOFA:

- (a) Undetermined Amounts. The description of an amount as “unknown,” “unliquidated” or “undetermined” is not intended to reflect upon the materiality of such amount.
- (b) Totals. All totals that are included in the Schedules and SOFA represent totals of all known amounts only. To the extent there are unknown or undetermined amounts (which have been treated as for the purpose of calculating totals in the Schedules and SOFA), the actual total may be different from the listed total, and such difference could be material.
- (c) Book Value of Liabilities. Unless otherwise noted therein, the Schedules and SOFA reflect the carrying value of the liabilities as listed in the Debtor’s books and records.
- (d) Disputed, Contingent and/or Unliquidated Claims. Failure to designate a claim on any of the Schedules or SOFA as disputed, contingent and/or unliquidated does not constitute an admission that such claim is not subject to objection. The Debtor reserves the right to dispute, or assert offsets or defenses to, any claim reflected on the Schedules or SOFA on any and all available grounds, including the right to dispute the amount, liability, priority, validity, classification or status of any claim.

Specific Disclosures with Respect to the Debtor's Schedules

Schedules Summary. Given, among other things, the uncertainty surrounding the collectability and valuation of certain assets and the valuation and nature of certain liabilities, the Schedules should not be relied upon nor do they constitute an admission regarding the financial status of the Debtor. See also Notes 6 and 14, above, regarding the treatment of unknown or undetermined amounts.

Schedule A/B, Part 1/Questions 3 and 5. *Checking, savings, money market, or financial brokerage accounts.* As of the Petition Date, the Debtor's bank account was in the name of LLT because the account previously was LLT's account. On August 19, 2024, the 2024 Corporate Restructuring was completed, as a result of which LLT ceased to exist and the Debtor, New Holdco and Pecos River were formed. The Debtor received certain assets in the 2024 Corporate Restructuring, including LLT's bank account at Bank of America, N.A. The Debtor is in the process of updating the bank account information to reflect the Debtor's name. The 2024 Corporate Restructuring is described in detail in the Kim First Day Declaration. Prior to the Petition Date, on August 28, 2024, certain funds (the "Pecos Funds") were transferred to the Debtor's bank account in connection with the resolution of a liability allocated to Pecos River in the 2024 Corporate Restructuring. Those funds remain in the Debtor's bank account, and are reflected in the cash balance in SOFA Part 1/Question 5. However, because such funds are not property of the Debtor, a corresponding intercompany payable to Pecos River is reflected in Schedule E/F.

Schedule A/B, Part 2/Question 8. *Prepayments, including prepayments on executory contracts, leases, insurance, taxes and rent.* Prior to the Petition Date, the Debtor made certain retainer and retainer replenishment payments to certain professional firms for professional services and expenses provided or to be provided to the Debtor prior to the Petition Date, as well as certain payments, including of estimated fees and expenses, to counsel for the Ad Hoc Committee of Supporting Counsel pursuant to a reimbursement agreement that was allocated to the Debtor in the 2024 Corporate Restructuring (the "AHC Reimbursement Agreement").

In addition, LLT made: (a) certain payments to professionals firms, which payments included (i) retainers and/or (ii) amounts with respect to estimated fees and expenses, for services provided prior to the Formation Date as disclosed in retention applications filed with the Bankruptcy Court, see Dkts. 19, 28, 287, 288, 292 and 294; (b) certain payments, which included amounts with respect to estimated fees and expenses, to (i) certain professionals for the Ad Hoc Committee of Supporting Counsel pursuant to the AHC Reimbursement Agreement and (ii) the prepetition future claimants' representative and her professionals pursuant to a reimbursement agreement that was allocated to the Debtor in the 2024 Corporate Restructuring and that terminated in accordance with its own terms upon the filing of the Debtor's chapter 11 case (the "Prepetition FCR Reimbursement Agreement"); and (c) payment of an initial retainer to the prepetition future claimants' representative and her professionals pursuant to the Prepetition FCR Reimbursement Agreement. As a result of the 2024 Corporate Restructuring, any interest of LLT in the payments in (a) through (c), including as the result of an overpayment of estimated fees and expenses, was allocated to the Debtor.

The professionals are continuing to reconcile the retainers, and if applicable, estimated payment amounts against actual incurred fees and expenses as of the Petition Date. The amounts reflected in Schedule A/B, Part 2/Question 8 reflect retainer and retainer replenishment amounts paid by the Debtor or LLT and do not reflect any additional amounts held or that may be determined to be held by the identified professionals following a reconciliation of all amounts paid prepetition to the professionals by LLT or the Debtor. The prepayment identified with respect to McCarter & English, LLP (“McCarter”) was held by McCarter prior to the Formation Date and allocated to the Debtor in the 2024 Corporate Restructuring.

Schedule A/B, Part 3/Question 11. *Accounts Receivable.* The reported account receivable less than 90 days old comprises amounts owed to the Debtor by its direct subsidiary, Royalty A&M LLC (“RAM”), pursuant to a services agreement between the Debtor and RAM.

Schedule A/B, Part 4/Question 15. *Non-publicly traded stock and interests in incorporated and unincorporated businesses, including a limited liability company, partnership or joint venture.* The Debtor owns 100% of the membership interests in its direct subsidiary, RAM. Schedule A/B, Part 4/Question 15 lists the book value of RAM, as of November 16, 2023, as determined by the Debtor’s management, which remains the most recent valuation of RAM available as of the Petition Date. The book value of RAM may materially differ from its actual fair market values.

Schedule A/B, Part 7/Question 38. *Office furniture, fixtures, and equipment; and collectibles.* The Debtor does not own or lease any office furniture, fixtures, equipment, or collectibles, but, pursuant to a services agreement with J&J Services, the Debtor pays certain amounts for the use of office space, including office furniture, fixtures and equipment, by employees seconded to it by J&J Services pursuant to a secondment agreement.

Schedule A/B, Part 9/Question 54. *Interests in real property.* The Debtor does not own or lease any real property, but, pursuant to a services agreement with J&J Services, the Debtor pays certain amounts for the use of office space by employees seconded to it by J&J Services pursuant to a secondment agreement.

Schedule A/B, Part 10/Question 59. *Interests in intangibles or intellectual property.* The Debtor does not directly own any interests in intangibles or intellectual property but, as set forth in the Kim First Day Declaration, the Debtor’s subsidiary, RAM, owns a portfolio of royalty revenue streams, including royalty revenue streams based on third-party sales of CLOROX®, ECOLAB®, ESSITY®, LACTAID®, MYLANTA® / MYLICON®, ROGAINE®, SPARTAN® and TENA® products. This portfolio includes a synthetic royalty arrangement in Texas with Kiron Capital LLC, a private equity firm, through its indirect subsidiary Confidas Health System. RAM reviews profitable royalty opportunities in the healthcare industry and seeks to grow its business by reinvesting the income from existing royalty revenue streams into both the acquisition of additional external royalty revenue streams, financings to third parties secured by similar royalty streams, and synthetic royalty investments secured by similar future royalty streams.

Schedule A/B, Part 10/Question 67. *Personally identifying information of customers.*

The Debtor does not operate a business that provides goods or services to customers and therefore does not collect or retain personally identifying information of customers, as defined in 11 U.S.C. § 101(41A).

Schedule A/B, Part 11/Question 71. *Notes receivable.* The Debtor is party to two funding agreements with New Holdco: (a) the Second Amended and Restated Expense Funding Agreement (the “Expense Funding Agreement”) and (b) the Second Amended and Restated Indemnity Cost Funding Agreement (the “Indemnity Cost Funding Agreement”) and, together with the Expense Funding Agreement, the “Funding Agreements”). Copies of the Funding Agreements are attached as Annexes E and G to the Kim First Day Declaration. Among other things, the Funding Agreements obligate New Holdco to provide funding to the Debtor for use by the Debtor to (a) fund, subject to certain limits set forth therein, the talc personal injury trust proposed by the Plan and (b) pay, not subject to any funding limits, any and all costs and expenses of the Debtor incurred during the pendency of its chapter 11 case, including the costs of administering the Debtor’s chapter 11 case. The terms of the Funding Agreements are described in detail in the Kim First Day Declaration. The Funding Agreements impose no repayment obligation on the Debtor. Although the Debtor has access to funding under the Funding Agreements, the agreements are neither notes payable nor notes receivable. The Funding Agreements are listed as “other property of any kind not already listed” in Schedule A/B, Part 11/Question 77.

Schedule A/B, Part 11/Question 72. *Tax refunds and unused net operating losses (NOLs).*

The Debtor is treated as a disregarded entity for federal income tax purposes. As such, the Debtor does not owe or pay federal income taxes and its federal income tax filings are part of a consolidated tax return filed by its ultimate parent company, J&J. For the same reason, any federal tax refunds or net operating losses are not assets of the Debtor and are not listed in the answer to Schedule A/B, Part 11/Question 72. No refunds for the 2023 tax year or otherwise have been identified, nor are any anticipated. As such, the Debtor has included no amounts with respect to refunds or net operating losses in the Schedules.

Schedule A/B, Part 11/Question 73. *Interests in insurance policies or annuities.* The Debtor is an insured and/or additional insured under various insurance policies issued to its ultimate parent company, J&J (collectively, the “J&J Insurance Policies”). Insurance coverage includes coverage for, among other things, director and officer insurance and commercial general liability insurance which is provided through group coverage from various insurance companies.

In addition to insurance coverage under the J&J Insurance Policies, the Debtor has a right to coverage under numerous other insurance policies in respect of talc-related claims. The Debtor has made a diligent attempt to ensure that all such policies in which it has an interest are listed in the Schedules. Any failure to list an insurance policy in the Schedules, however, is not an admission by the Debtor with respect to coverage under such policy. The Debtor reserves the right to amend these Schedules to add any such omitted insurance policies in the future.

Schedule A/B, Part 11/Question 74. *Causes of action against third parties (whether or not a lawsuit has been filed).* In certain jurisdictions, cross claims between parties to legal actions are deemed to automatically arise under applicable non-bankruptcy law even if not specifically initiated by a party. It would be unduly burdensome for the Debtor to identify all such deemed cross claims individually. Moreover, unless pursued, such information could be misleading. The Debtor, therefore, has not listed such claims that automatically are deemed to arise under applicable non-bankruptcy law in Schedule A/B, Part 11/Question 74, but has listed available information relating to cross claims actually pursued by the Debtor (or its predecessors) in court filings.

Schedule A/B, Part 11/Question 75. *Other contingent and unliquidated claims or causes of action of every nature, including counterclaims of the debtor and rights to setoff.* The Debtor believes that it has rights to indemnity under certain agreements with third parties, including under supply agreements and agreements governing transactions involving the Debtor's predecessors. The Debtor has attempted to list each of these agreements on Schedule A/B, Part 11/Question 75. Omission of an agreement from Schedule A/B, Part 11/Question 75, however, does not constitute an admission that no indemnification obligation is owed to the Debtor, and the Debtor reserves all rights with respect to such obligations. Certain of the agreements listed in Schedule A/B, Part 11/Question 75 are with the Imerys/Cyprus Parties (defined below). Among other things, upon occurrence of the "Trigger Date" of the Imerys/Cyprus Settlement Agreement (defined below), the Debtor's claims against the Imerys/Cyprus Parties (defined below) under the agreements listed in Schedule A/B, Part 11/Question 75 will be released.

Schedule A/B, Part 11/Question 77. *Other property of any kind not already listed.* As described above and in the Kim First Day Declaration, the Funding Agreements obligate New Holdco to provide funding to the Debtor for use by the Debtor to (a) fund, subject to certain limits, the talc personal injury trust proposed by the Plan and (b) pay, not subject to any funding limits, any and all costs and expenses of the Debtor incurred during the pendency of its chapter 11 case, including the costs of administering the Debtor's chapter 11 case. As set forth in the Kim First Day Declaration, the proposed funding under the Plan is an aggregate amount of approximately \$9 billion payable over 25 years. Additional information about the proposed funding of the Plan and the Funding Agreements is set forth in the Kim First Day Declaration. The value of each of the Funding Agreements has been listed in Schedule A/B, Part 11/Question 77 as "undetermined."

Prior to the Petition Date, J&J, Johnson & Johnson Holdco (NA) Inc. and LLT, on behalf any successors thereto (collectively, the "J&J Parties"), negotiated with Imerys Talc America, Inc. and certain affiliates, Cyprus Mines Corporation and certain affiliates and the respective future claimants' representatives and the tort claimants' committees appointed in In re Imerys Talc Am. Inc., No. 19-10289-LSS (Bankr. D. Del.) and In re Cyprus Mines Corp., No. 21-10398 (LSS) (Bankr. D. Del.) (collectively, the "Imerys/Cyprus Parties") the terms of a settlement that are detailed in the *Amended and Restated Settlement Agreement and Release* with an execution date of July 13, 2024 (the "Imerys/Cyprus Settlement Agreement"), which settlement agreement was allocated to the Debtor in the 2024 Corporate Restructuring. Among other things, the Imerys/Cyprus Settlement Agreement provides that the J&J Parties will establish an escrow

account and, prior to the occurrence of the “Trigger Date” of the Imerys/Cyprus Settlement Agreement, will contribute the proceeds of recoveries on certain J&J insurance policies (as detailed in the Imerys/Cyprus Settlement Agreement) to the escrow account. A portion of these settlement proceeds are in respect of insurance rights of the Debtor. After the occurrence of the Trigger Date and the provision of certain notices as set forth in the Imerys/Cyprus Settlement Agreement, the amounts in the escrow account will be transferred to the talc personal injury trust established in the Imerys and Cyprus cases or, in the event the trust has not yet been established, to the designated accounts set forth in the Imerys/Cyprus Settlement Agreement. If the Trigger Date does not occur, the funds in the escrow account, except for certain amounts as set forth in the Imerys/Cyprus Settlement Agreement, will be returned to the Debtor to the extent such funds are allocable to the Debtor. The Debtor’s potential interest in these amounts is undetermined and not listed in Schedule A/B.

Schedule D. *Creditors who have claims secured by property.* The Debtor has not included on Schedule D parties that may believe their claims are secured through setoff rights, deposits posted by or on behalf of the Debtor or inchoate statutory lien rights.

Schedule E/F. *Creditors who have unsecured claims.* The Debtor has listed potential claims for various taxing authorities as undetermined in Schedule E/F. Additionally, certain of the claims of state and local taxing authorities set forth in Part 1 of Schedule E/F ultimately may be deemed, in whole or in part, to be secured claims pursuant to state or local laws or priority claims under the Bankruptcy Code. The Debtor reserves its right to dispute or challenge whether claims owing to various taxing authorities are secured or entitled to priority. The listing of any claim on Schedule E/F does not constitute an admission that such claim is entitled to priority pursuant to section 507 of the Bankruptcy Code.

Parties who have asserted talc-related claims involving the Debtor (collectively, the “Talc Claimants”), whether filed or unfiled, and who are known to the Debtor are listed on Part 2 of Schedule E/F as holders of nonpriority unsecured claims. The Talc Claimants have been listed on Schedule E/F with respect to any unsecured claim they may have or assert against the Debtor. Due to their volume, the Talc Claimants’ talc-related claims identified on Part 2 of Schedule E/F have been listed in a separate attachment thereto. The Debtor has made reasonable efforts to remove duplicate entries for each Talc Claimant listed in Schedule E/F. Nonetheless, certain Talc Claimants may have been listed more than once. To the extent the Debtor determined a claim is or may be unfiled, the Debtor has redacted the Talc Claimant’s name.³ See Dkts. 242, 243. By an order entered on September 23, 2024 [Dkt. 92] (the “Talc Claims Notice Order”), the Bankruptcy Court authorized service on the Talc Claimants in care of their counsel. Therefore, the addresses listed for the Talc Claimants in Schedule E/F, where represented by counsel, are the addresses of their identified counsel. Where more than one counsel has appeared for or represented it is counsel to a certain Talc Claimant, the Debtor listed one counsel on Schedule E/F, Part 2 and any additional counsel on Schedule E/F, Part 3. Co-counsel are listed on Schedule E/F, Part 2 and Schedule E/F, Part 3 without regard to any priority among co-counsel that may exist. To the extent a Talc

³ A motion to seal will be filed.

Claimant is pro se, the Debtor has redacted such claimant's personally identifying information in accordance with the Talc Claims Notice Order. See Dkt. 92. In addition, LLT was named in certain proposed class actions filed in the District of New Jersey. The Debtor has listed the named plaintiffs in care of their counsel. The Debtor has not listed claims, with the exception of claims against J&J, that may be pending against a party to whom the Debtor has or potentially has indemnification obligations but which claims were not asserted against the Debtor or LLT.

Prior to the Petition Date, LLT and J&J entered into certain master settlement agreements in respect of talc-related claims with certain plaintiff law firms. These agreements appear on Schedule G. As of the Petition Date, payments under certain of these master settlement agreements remain unpaid. The Debtor has listed the pending claims of which it is aware that are subject to these master settlement agreements in Schedule E/F, Part 2. The Debtor has made a reasonable effort to determine which of the claims subject to master settlement agreements were not paid pursuant to the terms of the applicable master settlement agreements as of the Petition Date and has included those claims in Schedule E/F. Certain of the claims listed in Schedule E/F Part 2 that are subject to master settlement agreements ultimately may be satisfied pursuant to the terms of the applicable master settlement agreement at some point in the future. The Debtor does not have information regarding the value that may have been or may ultimately be assigned to an individual claim pursuant to the terms of the applicable master settlement agreement and, as a result, has identified each of these claims as unliquidated and as having an undetermined amount.

Co-defendants in talc-related litigation (collectively, the "Talc Co-Defendants") have been identified in Schedule H as potential co-debtors. See note to Schedule H for additional information regarding the Talc Co-Defendants. Given the volume of information on Schedule H, the Talc Co-Defendants have not been listed again in Schedule E/F, but each Talc Co-Defendant identified in Schedule H is hereby deemed to be listed in Schedule E/F, Part 2/Question 3 as having a nonpriority claim (a) in an undetermined amount, (b) that is contingent, unliquidated and disputed and not subject to offset and (c) that was incurred on an undetermined date.

An intercompany payable to J&J is listed in Schedule E/F on account of potential amounts owed to J&J for talc-related costs as the result of the Debtor's indemnity obligations. These amounts include obligations as to which J&J is a co-obligor with the Debtor, including legal fees and expenses. The amount of this payable currently is unknown. As reflected in Schedule E/F, the Debtor does not dispute that it has indemnity obligations to J&J in respect of talc-related claims. Additionally, the Debtor has listed certain intercompany payables to its affiliate J&J Services on account of accrued prepetition amounts under the Debtor's secondment agreement with J&J Services and the Debtor's services agreement with J&J Services as well as an intercompany payable to its affiliate Pecos River on account of the Pecos Funds. See note to Schedule A/B, Part 1/Questions 3 and 5 above.

The listing by the Debtor of any account between the Debtor and a non-debtor affiliate is a statement of what appears in the Debtor's books and records and does not reflect any admission or conclusion of the Debtor regarding the allowance, classification, character, validity or priority of such account. Any intercompany accounts remain subject to further review by the Debtor.

In addition, the Debtor has listed the following parties on Schedule E/F: (a) other parties (excluding non-debtor affiliates) that may hold or assert indemnification claims against the Debtor; (b) all ordinary course professionals of the Debtor with amounts not satisfied as of the Petition Date; (c) all other professionals and entities who had an unpaid claim for services rendered to the Debtor prior to the Petition Date; and (d) a declaratory judgment action commenced by certain of the Debtor's insurers to determine coverage obligations. Identification of any of the foregoing parties on Schedule E/F (including the deemed inclusion of the Talc Co-Defendants) is not intended, and shall not be deemed, to constitute an admission of any claim of, or obligation of the Debtor to, such parties.

As noted above, the Debtor has included certain parties that may hold or assert indemnification claims against the Debtor. Such parties include various retailers and other transaction counterparties, including the Imerys/Cyprus Parties. As to these retailers and certain transaction counterparties, the Debtor has indemnification obligations to them pursuant to indemnity agreements with such parties or applicable law. The Debtor reserves all rights to dispute or challenge any indemnification obligations to such parties on any basis. As to the Imerys/Cyprus Parties, upon occurrence of the "Trigger Date" of the Imerys/Cyprus Settlement Agreement, among other things, the Imerys/Cyprus Parties claims against the Debtor will be released.

Certain professionals had incurred fees and expenses for work performed with respect to the talc litigation on behalf of J&J and LLT that were not satisfied as of the Petition Date. LLT's respective engagements of these professionals (and the obligations thereunder) were allocated to the Debtor in the 2024 Corporate Restructuring. Certain of the outstanding amounts are for fees and expenses for work performed in connection with claims allocated to the Debtor as a part of the 2024 Corporate Restructuring. Accordingly, these amounts are included in Schedule E/F and were disclosed in the professionals' retention applications. See Dkts. 289, 290, 293. As further disclosed in the retention applications, these professionals may seek compensation from J&J or other non-debtor affiliates with respect to such unpaid fees and expenses consistent with the terms of such professionals' engagements. Similarly, ordinary course professionals whose engagements were allocated to the Debtor and who performed services for LLT and J&J may seek compensation from J&J or other non-debtor affiliates with respect to such unpaid fees and expenses consistent with the terms of such professionals' engagements.

Prior to the Petition Date, and although not generally maintained in the ordinary course, in connection with the prepetition solicitation of the Plan, LLT made a good faith effort to obtain through its claims, noticing and solicitation agent, Epiq Corporate Restructuring LLC ("Epiq"), addresses of all the foregoing parties (or their law firms, as applicable). Prior to the Petition Date and in the preparation of these Schedules and SOFA, the Debtor made a good faith effort to identify any missing addresses of the foregoing parties. The Debtor reserves the right to supplement the name and address information of the foregoing listed in Schedule E/F as additional names and/or addresses are identified.

Schedule E/F does not include certain deferred charges, deferred liabilities, accruals or general reserves. Such amounts may be reflected on the Debtor's books and records as required

in accordance with GAAP. Accruals are general estimates of liability and may not represent specific claims as of the Petition Date.

Schedule G. *Executory contracts and unexpired leases.* Although the Debtor's existing books and records have been relied upon to identify and schedule executory contracts and unexpired leases, and diligent efforts have been made to ensure the accuracy of Schedule G, inadvertent errors, omissions or over-inclusions may have occurred. Certain contracts identified on Schedule G were entered into before the Formation Date, and show LLT as the original counterparty. Each of these contracts was allocated to the Debtor upon its formation.

Schedule G lists certain amended and restated agreements with affiliates of the Debtor. These were amended and restated on August 19, 2024, to reflect certain corporate changes, notably the names of the parties to those agreements after the Debtor's formation on the same date.

Prior to the Formation Date, LLT entered into various plan support agreements with J&J, Johnson & Johnson Holdco (NA), Inc. and certain law firms representing talc claimants (each, a "PSA"). In addition, prior to the Formation Date and in connection with the PSAs, LLT entered into the AHC Reimbursement Agreement with counsel to the Ad Hoc Committee of Supporting Counsel. The PSAs and the AHC Reimbursement Agreement were allocated to the Debtor in the 2024 Corporate Restructuring, but they are not listed in Schedule G. The Debtor intends to seek authority from the Bankruptcy Court to continue to honor its obligations under the AHC Reimbursement Agreement. The Debtor reserves all rights with respect to the PSAs and the AHC Reimbursement Agreement.

Prior to the Petition Date, the Debtor entered into the *Confidential Memorandum of Understanding and Agreement Regarding Talc Bankruptcy Plan Support* ("Memorandum of Understanding") with The Smith Law Firm PLLC and J&J. The Memorandum of Understanding was attached to and is described in the Kim First Day Declaration. As set forth in the Kim First Day Declaration, the representative proposed to serve as the Court-appointed fiduciary for future claimants (the "FCR") supports the Plan, with the understanding the FCR has not approved the Memorandum of Understanding. The Memorandum of Understanding is not listed in Schedule G.

The identification of a contract, agreement or lease, in Schedule G does not constitute an admission that such contract, agreement or lease is an executory contract or unexpired lease or that such contract, agreement or lease was effective as of the Petition Date or is valid or enforceable. The Debtor reserves all of its rights with respect to the contracts, agreements and leases identified in Schedule G, including, without limitation, the Debtor's rights to dispute the validity, status or enforceability of any contracts, agreements or leases and to amend or supplement Schedule G as necessary.

Certain of the items reflected on Schedule G may contain renewal options, purchase options, rights of first refusal and other miscellaneous rights. Such rights, powers, duties and obligations are not separately set forth on Schedule G. The Debtor hereby expressly reserves the right to assert that, or challenge whether, any item listed on Schedule G is an executory contract

or unexpired lease within the meaning of section 365 of the Bankruptcy Code. In addition, the Debtor reserves all of its rights, claims and causes of action with respect to claims associated with any contracts and agreements listed in the Schedules, including Schedule G, including its right to dispute or challenge the characterization or the structure of any transaction, document or instrument (including any intercompany agreement).

As disclosed in Schedule A/B, Part 11/Questions 73 and 75, the Debtor is a party to the Imerys/Cyprus Settlement Agreement. The United States Bankruptcy Court for the District of Delaware approved the Imerys/Cyprus Settlement Agreement in a bench ruling on October 8, 2024, but the Trigger Date under the Imerys/Cyprus Settlement Agreement has not yet occurred. The Debtor will seek to assume the Imerys/Cyprus Settlement Agreement in the near term and has listed the agreement in Schedule G.

In addition, the Debtor has master settlement agreements with certain law firms that represent or will represent talc claimants. The Debtor has listed these master settlement agreements in Schedule G. See note to Schedule E/F above.

The Debtor also has settlement agreements with certain insurance companies in respect of coverage for the Debtor's talc claims. The Debtor has listed these settlement agreements in Schedule G. See note to Schedule A/B, Part 11/Question 73 above.

Certain agreements, including corporate constituent documents and confidentiality agreements, have not been listed on Schedule G. The Debtor reserves all rights with respect to such agreements. Omission of a contract or agreement from Schedule G does not constitute an admission that such omitted contract or agreement is not an executory contract or unexpired lease. The Debtor's rights under the Bankruptcy Code with respect to any such omitted contracts or agreements are not impaired by the omission.

The Funding Agreements have been listed on Schedule G. The Debtor reserves all rights with respect to the Funding Agreements, including with respect to whether such agreements are or are not executory contracts.

Pursuant to various agreements with certain retailers and transaction counterparties, the Debtor has agreed to accept the tender and defense of talc-related claims based on the Debtor's talc-containing products. Because it is not clear in all instances if such agreements are executory contracts, these agreements have not been listed in Schedule G. The Debtor reserves all rights with respect to such agreements.

The Debtor has listed engagement agreements with the Debtor's professionals in this case in Schedule G. In addition, the Debtor's ordinary course professionals operate under the Outside Counsel Billing Guidelines. Schedule G does not include a separate entry with respect to every ordinary course professional operating under the Outside Counsel Billing Guidelines.

Certain of the contracts and agreements listed on Schedule G may consist of several parts that may not be listed on Schedule G or that may be listed as a single entry. Unless otherwise

specified in Schedule G, each executory contract or unexpired lease identified therein shall include all exhibits, schedules, riders, statements of work, modifications, declarations, amendments, supplements, attachments, restatements or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affects such executory contract or unexpired lease, without respect to whether such agreement, instrument or other document is listed therein.

Schedule H. Co-debtors. Listing a possible co-obligor on Schedule H does not, is not intended to and shall not be deemed to constitute an admission that such party is liable on any obligation of the Debtor. The rights, claims and causes of action of the Debtor, any co-obligor and all listed parties with respect to the matters referenced on Schedule H are hereby reserved and fully preserved.

Due to their volume, the parties identified on Schedule H have been listed in a separate attachment thereto.

The Debtor has listed Talc Co-Defendants on Schedule H. Whether a Talc Co-Defendant may be liable for talc-related liabilities of the Debtor as a co-debtor depends on, among other things, the specific facts of a particular potential claim and applicable non-bankruptcy law. It would be unduly burdensome to seek to identify which Talc Co-Defendants may be co-obligors on any particular liability. In any event, any such exercise would necessarily be incomplete and potentially misleading because information needed to make a complete assessment would require access to information that is not available, including information about future litigation outcomes that cannot be predicted. In addition, it would be unduly burdensome to identify the applicable case number, plaintiff or plaintiffs, court and court address for each Talc Co-Defendant's potential claim.

Although Talc Claimants and other parties commonly name J&J as a co-defendant in talc-related actions against LLT and the Debtor, the Debtor has listed J&J only once in the separate attachment hereto due to the volume of cases.

Prior to the Petition Date and in the preparation of these Schedules and SOFA, to the extent the Debtor did not have addresses for such Talc Co-Defendants, it made a good faith effort, with the assistance of Epiq, to identify and confirm addresses of the Talc Co-Defendants. The Debtor reserves the right to supplement the name and address information of the Talc Co-Defendants listed in Schedule H as additional names and/or addresses of potential Talc Co-Defendants are identified.

Specific Disclosures with Respect to the Debtor's SOFA

Part 1/Questions 1 and 2. *Gross revenue from business. Non-business revenue.* The Debtor does not have any revenues relating to the operation of the Debtor's business. During the applicable period, the Debtor did not receive any interest income or revenue on account of its ownership of RAM.

Part 2/Question 3. *Certain payments or transfers to creditors within 90 days before filing this case.* The Debtor made certain payments within the 90 days prior to the filing of this chapter 11 case. See note to Schedule A/B, Part 2/Question 8 above. As set forth in the note with respect to Schedule E/F, certain professionals may seek compensation from J&J and other non-debtor affiliates with respect to unpaid fees and expenses as of the Petition Date consistent with the terms of such professionals' engagements.

Part 2/Question 4. *Payments or other transfers of property made within 1 year before filing this case that benefited any insider.* The Debtor did not make any payments to insiders prior to the Petition Date, and accordingly, no such amounts are reported.

Part 3/Question 7. *Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits.* Many of the matters listed in SOFA Part 3/Question 7 were asserted against LLT. Those matters are listed because the Debtor is responsible for them. As a result of the 2024 Corporate Restructuring, the Debtor became responsible for LLT's talc-related liabilities to be resolved under the Plan, and the defense of those claims. The Debtor's records regarding actions and other proceedings pending and/or initiated against it are organized by reference to the individual claimants involved. Actions initiated by multiple plaintiffs or claimants therefore may appear multiple times within the Debtor's records. The Debtor has made reasonable efforts to remove duplicate entries for each matter listed in SOFA Part 3/Question 7. Nonetheless, certain matters may have been listed more than once. The matters listed in SOFA Part 3/Question 7 do not include actions in respect of claims subject to master settlement agreements. The claims of such claimants are identified in Schedule E/F. See note to Schedule E/F above. The Debtor will supplement the response to this question with those actions. The matters listed in SOFA Part 3/Question 7 may not include all actions or proceedings commenced against the Debtor after the Petition Date in violation of the automatic stay, but new claims that were filed through October 18, 2024 have been included for completeness. Due to their volume, the talc-related matters identified in SOFA Part 3/Question 7 have been listed on a separate attachment.

Part 6/Question 11. *Payments related to bankruptcy made within 1 year before the filing of this case.* The Debtor made certain payments between August 19, 2024, and the Petition Date, which have been disclosed in this SOFA Part 6/Question 11. As disclosed above, these payments include certain retainer and retainer replenishment payments to certain professional firms for professional services and expenses provided or to be provided to the Debtor prior to the Petition Date. See note to Schedule A/B, Part 2/Question 8.

In addition, LLT made: (a) certain payments to professionals firms, which payments included (i) retainers and/or (ii) amounts with respect to estimated fees and expenses, for services provided prior to the Formation Date as disclosed in retention applications filed with the Bankruptcy Court, see Dkts. 19, 28, 287, 288, 292 and 294; (b) certain payments, which included amounts with respect to estimated fees and expenses, to (i) certain professionals for the Ad Hoc Committee of Supporting Counsel pursuant to the AHC Reimbursement Agreement and (ii) the prepetition future claimants' representative and her professionals pursuant to the Prepetition FCR Reimbursement Agreement; and (c) payment of an initial retainer to the prepetition future

claimants' representative and her professionals pursuant to the Prepetition FCR Reimbursement Agreement. As a result of the 2024 Corporate Restructuring, any interest of LLT in the payments in (a) through (c), including as the result of an overpayment of estimated fees and expenses, was allocated to the Debtor. See note to Schedule A/B, Part 2/Question 8. These payments by LLT are not reflected in SOFA Part 6/Question 11.

Part 6/Question 13. *Transfers not already listed on this statement made by the Debtor within 2 years before the filing of this case.* Reasonable efforts have been made to identify any transfers of property outside of the ordinary course of business since the Formation Date. No such transfers were identified.

Part 9/Question 16. *Personally identifiable information of customers.* See note to Schedule A/B, Part 10/Question 67.

Part 10/Question 20. *Off-premises storage of property.* The Debtor stores various records in off-premises storage through a third-party vendor, Iron Mountain, Inc. ("Iron Mountain"), as listed in SOFA Part 10/Question 20. The Debtor understands that Iron Mountain maintains this material at various locations. As such, the Debtor has listed Iron Mountain at its primary corporate address.

In addition, over the course of the talc-related litigation, LLT and the Debtor have retained more than 40 law firms in the ordinary course of business as defense counsel in talc-related matters and several consultants on talc-related matters (collectively, the "Talc-Related Counsel and Consultants"). Certain of the Talc-Related Counsel and Consultants have been identified on Schedule E/F and Schedule G. Some of the Talc-Related Counsel and Consultants store physical and electronic documents and other information relating to the talc-related claims on behalf of the Debtor in the ordinary course of their business. Such storage by Talc-Related Counsel and Consultants has not been separately identified in SOFA Part 10/Question 20.

The Debtor also stores certain electronic documents and other information relating to the talc-related claims with third parties (such as Microsoft 365), including through the use of various third party cloud-storage platforms, in the ordinary course of its business. Such storage of electronic data has not been separately identified in SOFA Part 10/Question 20.

Part 11/Question 21. *Property held for another.* As noted above, the Debtor holds the Pecos Funds, which are not property of the Debtor, in its bank account. See note to Schedule A/B, Part 1/Questions 3 and 5.

Part 13/Question 25. *Other businesses in which the Debtor has or has had an interest.* The Debtor owns a 100% membership interest in RAM, which manages a portfolio of royalty revenue streams, including some based on third party sales of certain products, and will seek opportunities to acquire or finance additional royalty revenue streams. See notes to Schedule A/B, Part 4/Question 15 and Schedule A/B, Part 10/Question 59.

Part 13/Question 30. *Payments, distributions, or withdrawals credited or given to insiders.* See the response to SOFA Part 2/Question 4 for this information.

**RED RIVER TALC LLC
24-90505 (CML)**

**GLOBAL NOTES AND STATEMENT OF LIMITATIONS, METHODOLOGIES AND
SPECIFIC DISCLOSURES REGARDING THE DEBTOR'S SCHEDULES OF ASSETS
AND LIABILITIES AND STATEMENT OF FINANCIAL AFFAIRS [Docket No. 332]**

The remaining attachments to the Schedules of Financial Affairs have been excluded from service due to the size of the document.

The attachments are available for review and can be downloaded free of charge at the website of the Noticing Agent, Epiq Corporate Restructuring, LLC ("Epiq") at <http://dm.epiq11.com/RRI>.

You may also request a copy of the attachments by contacting Epiq directly at (646) 282-2400 or email at RedRiverTalcInfo@epiqglobal.com.

EXHIBIT C

MASTER SERVICE EMAIL LIST

NAME	CONTACT	EMAIL
ANDREW THORNTON HIGGINS RAZMARA LLP	ATTN: ROBERT SIKO	rsiko@andrewsthornton.com
ASHCRAFT & GEREL	ATTN: MICHELLE A. PARFITT	mparfitt@ashcraftlaw.com
AYLSTOCK, WITKIN, KREIS & OVERHOLTZ PLLC	ATTN: DANIEL THORNBURGH	dthornburgh@awkolaw.com
BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C	ATTN: ANDY D BIRCHFIELD	andy.birchfield@beasleyallen.com
BLUE CROSS BLUE SHIELD OF MASSACHUSETTS	C/O ELIZABETH CARTER	ecarter@hillhillcarter.com
BRACEWELL LLP	ATTN: NANCY DAVIS, TREY WOOD & JASON COHEN	nancy.davis@bracewell.com; trey.wood@bracewell.com; jason.cohen@bracewell.com
BROWN RUDNICK LLP	ATTN: DAVID J MOLTON, JEFFREY L JONAS, ERIC R GOODMAN, GERARD T CICERO & SUSAN SIEGER-GRIMM	dmolton@brownrudnick.com; jjonas@brownrudnick.com; egoodman@brownrudnick.com; gcicero@brownrudnick.com; ssieger-grimm@brownrudnick.com
BURNS CHAREST LLP	ATTN WARREN BURNS	wburns@burnscharest.com
COLE SCHOTZ PC	ATTN: MICHAEL D SIROTA, WARREN A USATINE, SETH VAN AALTEN, JUSTIN ALBERTO	msirota@coleschotz.com; wusatine@coleschotz.com; svanaalten@coleschotz.com; jalberto@coleschotz.com
DEBORAH SCHULTZ	C/O MARK P. ROBINSON, JR.	mrobinson@robinsonfirm.com
DR. TINA LYNCH	C/O WARREN T. BURNS	wburns@burnscharest.com
DRISCOLL FIRM, P.C.	ATTN JOHN DRISCOLL	john@thedriscollfirm.com
DUNCAN STUBBS	ATTN: MATTHEW R. STUBBS	matthew@duncanstubbs.com
ERIKA TARLOW	C/O CHRISTOPHER R. LOPALO	clopalo@nspirlaw.com
FARELLA BRAUN + MARTEL LLP	ATTN: JOHN GREEN, ERICA VILLANUEVA	jgreen@fbm.com; evillanueva@fbm.com
GOLDSTEIN GRECO PC	ATTN BRIAN A GOLDSTEIN	bg@goldsteingreco.com
GOLOMB LEGAL PC	ATTN RICHARD GOLOMB	rgolomb@anapolweiss.com
GRAY REED	ATTN: JASON BROOKNER, LYDIA WEBB	jbrookner@grayreed.com; lwebb@grayreed.com
HAYNES AND BOONE LLP	ATTN: PATRICK HUGHES, DAVID TRAUSSCH	patrick.hughes@haynesboone.com; david.trausch@haynesboone.com
JOBE LAW PLLC	ATTN: HUDSON M JOBE	hjobe@jobelawpllc.com
JOHNSON BECKER, PLLC	ATTN MICHAEL JOHNSON	mjohnson@johnsonbecker.com
JOHNSON LAW GROUP	ATTN: BASIL ADHAM	talca@johnsonlawgroup.com
KELLIE R. BREWER	C/O NABIL MAJED NACHAWATI	mn@ntrial.com
KEVIN NESKO	C/O CHRISTOPHER M. PLACITELLA	cplacitella@cprlaw.com
KIM CARNEY	C/O JAMES G. ONDER	onder@onderlaw.com
KRAMER LEVIN NAFTALIS & FRANKEL LLP	ATTN: KENNETH H ECKSTEIN, RACHAEL L. RINGER, P. BRADLEY O'NEILL, DAVID E. BLABEY, JR., MEGAN WASSON	keckstein@kramerlevin.com; rringer@kramerlevin.com; boneill@kramerlevin.com; dblabe@kramerlevin.com; mwasson@kramerlevin.com
LOCKE LORD LLP	ATTN: ELIZABETH M. GUFFY	eguffy@lockelord.com
MCDONALD WORLEY	ATTN DON WORLEY	don@mcdonaldworley.com
MILBERG COLEMAN BRYSON PHILLIPS	ATTN RANDI KASSAN	rkassan@milberg.com
MORELLI LAW FIRM, PLLC	ATTN: BENEDICT MORELLI	dlamberg@morellilaw.com; dsirotkin@morellilaw.com
MORGAN & MORGAN	ATTN MICHAEL GOETZ	mgoetz@forthepeople.com
MOTELY RICE, LLC	ATTN CARMEN S SCOTT	cscott@motleyrice.com
MOTLEY RICE LLC	ATTN: DANIEL LAPINSKI, JOHN BADEN IV, NATHAN FINCH	dlapinski@motleyrice.com; jbaden@motleyrice.com; nfinch@motleyrice.com
NACHAWATI LAW GROUP	ATTN: MAJED NACHAWATI	mn@ntrial.com
NANCY C. HICKS	C/O JOHN R. BEVIS	bevis@barneslawgroup.com
NAPOLI SHKOLNIK, PLLC	ATTN: SHAYNA E. SACKS	ssacks@napolilaw.com
OFFICE OF THE US TRUSTEE	ATTN: JAYSON B. RUFF & HA MINH NGUYEN	jayson.b.ruff@usdoj.gov; ha.nguyen@usdoj.gov

MASTER SERVICE EMAIL LIST

NAME	CONTACT	EMAIL
OKIN ADAMS BARTLETT CURRY LLP	ATTN: MATTHEW OKIN, DAVID CURRY JR, EDWARD CLARKSON III	mokin@okinadams.com; dcurry@okinadams.com; eclarkson@okinadams.com
ONDERLAW, LLC	ATTN: JAMES G. ONDER	onder@onderlaw.com
OTTERBOURG PC	ATTN: MELANIE L CYGANOWSKI, ADAM C SILVER, SUNNI P BEVILLE & JENNIFER S FEENEY	mcyganowski@otterbourg.com; asilverstein@otterbourg.com; sbeville@otterbourg.com; jfeeny@otterbourg.com
PARKINS & RUBIO LLP	ATTN: LENARD M PARKINS & CHARLES M RUBIO	lparkins@parkinsrubio.com; crubio@parkinsrubio.com
PATRICIA ANN WETH	C/O JEFF T. SELDOMRIDGE	jseldomridge@millerfirmllc.com
PAUL HASTINGS LLP	ATTN: KRIS HANSEN, SCHLEA M. THOMAS, MICHAEL JONES & RYAN MONTEFUSCO	schleathomas@paulhastings.com; ryanmontefusco@paulhastings.com; michaeljones@paulhastings.com; krishansen@paulhastings.com
PAUL HASTINGS LLP	ATTN: MATTHEW M MURPHY & MATTHEW MICHELI	mattmurphy@paulhastings.com; mattmicheli@paulhastings.com
PULASKI KHERKHER PLLC	ATTN: ADAM PULASKI	adam@pulaskilawfirm.com
RANDI S ELLIS LLC	ATTN: RANDI S ELLIS	randi@randiellis.com
REBECCA J. LOVE DDS	C/O MICHELLE PARFITT, BRYANT MCCULLEY & STUART MCCLUER	mparfitt@ashcraftlaw.com; bmcculley@ashcraftlaw.com; smccluer@ashcraftlaw.com
REED SMITH LLP	ATTN: PAUL M SINGER	psinger@reedsmith.com
RHONDA MCKEY	C/O ANNE ANDREWS	aa@andrewsthornton.com
ROSS, SMITH & BINFORD, PC	ATTN: JASON BINFORD	jason.binford@rsbfirm.com
RUEB STOLLER DANIEL, LLP	ATTN STEPHEN "BUCK" DANIEL	buck@lawrsd.com
SALTZ MONGELUZZI & BENDESKY	ATTN LAWRENCE COHAN	lcohan@smbb.com
SCHNEIDER WALLACE COTTRELL KONECKY	ATTN: AMY ESKIN	aeskin@schneiderwallace.com
SIMPSON THACHER & BARTLETT LLP	ATTN: ANDREW FRANKEL, LYNN NEUNER, ELISHA GRAFF, JONATHAN MITNICK	afrankel@stblaw.com; lneuner@stblaw.com; egraff@stblaw.com; jonathan.mitnick@stblaw.com
STUTZMAN, BROMBERG, ESSERMAN & PLIFKA, PC	ATTN: SANDER L ESSERMAN, PETER C D'APICE	esserman@sbsp-law.com; dapice@sbsp-law.com
THE BARNES LAW GROUP, LLC	ATTN: JOHN R BEVIS & ROY E. BARNES	roy@barneslawgroup.com; efilings@barneslawgroup.com; bevis@barneslawgroup.com
THE GORI LAW FIRM, P.C.	ATTN BETH GORI-GREGORY	beth@gorilaw.com
THE MILLER FIRM, LLC	ATTN: NANCY MILLER	nmiller@millerfirmllc.com
THE SEGAL LAW FIRM	ATTN SCOTT SEGAL	scott.segal@segal-law.com
THE SMITH LAW FIRM PLLC	ATTN: ALLEN SMITH	asmith@smith-law.org
THOMPSON, COE, COUSINS & IRONS, LLP	ATTN: BRIAN S. MARTIN & CHRISTINA A. CULVER	bmartin@thompsoncoe.com; cculver@thompsoncoe.com
TRAMMELL PC	ATTN FLETCHER V TRAMMELL	fletch@trammellpc.com
WALSH PIZZI O'REILLY FALANGA	ATTN: MARK FALK	mfalk@walsh.law
WATTS GUERRA LLP	ATTN: MIKAL WATTS	mikal@wattslp.com
WHITE & CASE LLP	ATTN: MICHAEL C SHEPHERD	mshepherd@whitecase.com
WHITE & CASE LLP	ATTN: JESSICA C LAURIA, & GREGORY STARNER	jessica.lauria@whitecase.com; gstarner@whitecase.com
WHITE & CASE LLP	ATTN: MATTHEW E LINDER	mlinder@whitecase.com
WHITE & CASE LLP	ATTN: CHARLES R. KOSTER	charles.koster@whitecase.com
WILLIAMS KHERKHER HART BOUNDAS, LLP	ATTN JOHN BOUNDAS	jboundas@whlaw.com
WILMER CUTLER PICKERING HALE AND DORR LLP	ATTN: PHILIP ANKER, LAUREN LIFLAND	philip.anker@wilmerhale.com; lauren.lifland@wilmerhale.com
WINDELS MARX LANE & MITTENDORF, LLP	ATTN: ANDREW CRAIG	acraig@windelsmarx.com

EXHIBIT D

Claim Name	Address Information
ANDREW THORNTON HIGGINS RAZMARA LLP	ATTN: ROBERT SIKO 4701 VON KARMAN AVENUE, STE. 300 NEWPORT BEACH CA 92660
ASHCRAFT & GEREL	ATTN: MICHELLE A. PARFITT 1825 K STREET NW, STE. 700 WASHINGTON DC 20006
AYLSTOCK, WITKIN, KREIS &	OVERHOLTZ PLLC ATTN: DANIEL THORNBURGH 17 E. MAIN STREET, STE. 200 PENSACOLA FL 32502
BEASLEY, ALLEN, CROW, METHVIN,	PORTIS & MILES, P.C ATTN: ANDY D. BIRCHFIELD, JR. 218 COMMERCE STREET MONTGOMERY AL 36104
BLUE CROSS BLUE SHIELD OF MASSACHUSETTS	C/O ELIZABETH CARTER HILL HILL CARTER FRANCO COLE & BLACK PC 425 S PERRY ST MONTGOMERY AL 36104
BRACEWELL LLP	(COUNSEL TO RANDI S. ELLIS, FPCR) ATTN: NANCY MCEVILY DAVIS, WILLIAM A TREY WOOD & JASON G COHEN 711 LOUISIANA ST, STE 2300 HOUSTON TX 77002-2770
BURNS CHAREST LLP	ATTN WARREN BURNS 900 JACKSON STREET, STE. 500 DALLAS TX 75202
COLE SCHOTZ PC	(COUNSEL TO AD HOC GROUP OF SUPPORTING COUNSEL) ATTN: MICHAEL D SIROTA, WARREN A USATINE, SETH VAN AALTEN, JUSTIN ALBERTO COURT PLAZA NORTH 25 MAIN STREET PO BOX 800 HACKENSACK NJ 07601-0800
DEBORAH SCHULTZ	C/O MARK P. ROBINSON, JR. 19 CORPORATE PLAZA DR NEWPORT BEACH CA 92660
DR. TINA LYNCH	C/O WARREN T. BURNS BURNS CHAREST LLP 900 JACKSON ST, STE 500 DALLAS TX 75202
DRISCOLL FIRM, P.C.	ATTN JOHN DRISCOLL 211 N. BROADWAY, STE 4050 ST. LOUIS MO 63102
DUNCAN STUBBS	ATTN: MATTHEW R. STUBBS 825 WATTERS CREEK BLVD., #360 ALLEN TX 75013
ERIKA TARLOW	C/O CHRISTOPHER R. LOPALO NAPOLI SHKOLNIK 1302 AVE PONCE DE LEON SAN JUAN PR 00907
FARELLA BRAUN + MARTEL LLP	(COUNSEL TO RIO TINTO, THREE CROWNS, METALS INS) ATTN: JOHN GREEN, ERICA VILLANUEVA ONE BUSH ST, STE 900 SAN FRANCISCO CA 94104
GOLDSTEIN GRECO PC	(COUNSEL TO CERTAIN TALC CLAIMANTS) ATTN BRIAN A GOLDSTEIN 2354 WEHRLE DR BUFFALO NY 14221
GOLOMB LEGAL PC	ATTN RICHARD GOLOMB ONE LOGAN SQUARE 130 N. 18TH ST, 16TH FL PHILADELPHIA PA 19103
GRAY REED	(COUNSEL TO TRAVELERS CASUALTY & SURETY CO) ATTN: JASON BROOKNER, LYDIA WEBB 1300 POST OAK BLVD, STE 2000 HOUSTON TX 77056
HAYNES AND BOONE LLP	(COUNSEL FOR SUE SOMMER-KRESSE) ATTN: PATRICK HUGHES, DAVID TRAUSCH 1221 MCKINNEY ST, STE 4000 HOUSTON TX 77010
JOBE LAW PLLC	(COUNSEL TO ABDUR-RASHEED, DAIMA, ET AL) ATTN: HUDSON M JOBE 6060 NORTH CENTRAL EXPRESSWAY, SUITE 500 DALLAS TX 75206
JOHNSON BECKER, PLLC	ATTN MICHAEL JOHNSON 444 CEDAR ST, STE 1800 ST PAUL MN 55101
JOHNSON LAW GROUP	ATTN: BASIL ADHAM 2925 RICHMOND, STE. 1700 HOUSTON TX 77098
KELLIE R. BREWER	C/O NABIL MAJED NACHAWATI 5489 BLAIR RD DALLAS TX 75231
KEVIN NESKO	C/O CHRISTOPHER M. PLACITELLA 127 MAPLE AVE RED BANK NJ 07701
KIM CARNEY	C/O JAMES G. ONDER 110 E LOCKWOOD AVE SAINT LOUIS MO 63119
KRAMER LEVIN NAFTALIS & FRANKEL LLP	(COUNSEL TO SLF CLAIMANTS) ATTN K ECKSTEIN, R RINGER, P O'NEILL & MEGAN WASSON 1177 AVENUE OF THE AMERICAS NEW YORK NY 10036
LOCKE LORD LLP	(COUNSEL TO SLF CLAIMANTS) ATTN ELIZABETH M GUFFY 600 TRAVIS ST, STE 2800 HOUSTON TX 77002
MCDONALD WORLEY	ATTN DON WORLEY 1770 ST. JAMES PLACE, STE 100 HOUSTON TX 77056
MILBERG COLEMAN BRYSON PHILLIPS	ATTN RANDI KASSAN 100 GARDEN CITY PLAZA, STE 500 GARDEN CITY NY 11530
MORELLI LAW FIRM, PLLC	ATTN: BENNETT MORELLI 777 THIRD AVENUE, 31ST FL NEW YORK NY 10017
MORGAN & MORGAN	ATTN MICHAEL GOETZ ONE TAMPA CITY CTR, 7TH FLOOR 201 N FRANKLIN ST TAMPA FL 33602
MOTELY RICE, LLC	ATTN CARMEN S SCOTT 28 BRIDGESIDE BLVD MT. PLEASANT SC 29464
MOTLEY RICE LLC	(COUNSEL TO SUE-SOMMER KRESSE) ATTN: DAVID LAPINSKI 210 LAKE DRIVE EAST, STE 101 CHERRY HILL NJ 08002
MOTLEY RICE LLC	(COUNSEL TO SUE SOMMER-KRESSE) ATTN: NATHAN FINCH 401 9TH ST NW, STE 630 WASHINGTON DC 20004
MOTLEY RICE LLC	(COUNSEL TO SUE SOMMER-KRESSE) ATTN: JOHN BADEN IV 28 BRIDGESIDE BLVD MOUNT

Claim Name	Address Information
MOTLEY RICE LLC	PLEASANT SC 29464
NACHAWATI LAW GROUP	ATTN: MAJED NACHAWATI 5489 BLAIR ROAD DALLAS TX 75231
NANCY C. HICKS	C/O JOHN R. BEVIS 31 ATLANTA ST MARIETTA GA 30060
NAPOLI SHKOLNIK, PLLC	ATTN: SHAYNA E. SACKS 360 LEXINGTON AVENUE, 11TH FL NEW YORK NY 10017
OFFICE OF UNITED STATES TRUSTEE	ATTN: JAYSON B. RUFF & HA MINH NGUYEN 515 RUSK STREET, SUITE 3516 HOUSTON TX 77002
OKIN ADAMS BARTLETT CURRY LLP	(COUNSEL TO RIO TINTO, THREE CROWNS, METALS INS) ATTN: MATTHEW OKIN, DAVID CURRY JR, EDWARD CLARKSON III 1113 VINE ST, STE 240 HOUSTON TX 77002
ONDERLAW, LLC	ATTN: JAMES G. ONDER 110 E. LOCKWOOD, 2ND FL ST. LOUIS MO 63119
OTTERBOURG PC	(COUNSEL TO COALITION OF COUNSEL FOR JUSTICE FOR TALC CLAIMANTS) ATTN: MELANIE L CYGANOWSKI, ADAM C SILVERSTEIN, SUNNI P BEVILLE & JENNIFER S FEENEY 230 PARK AVENUE NEW YORK NY 10169-0075
PARKINS & RUBIO LLP	(COUNSEL TO THE AD HOC GROUP OF SUPPORTING COUNSEL) ATTN LENARD M PARKINS & CHARLES M RUBIO 708 MAIN STREET, 10TH FLOOR HOUSTON TX 77002
PATRICIA ANN WETH	C/O JEFF T. SELDOMRIDGE 108 RAILROAD AVE ORANGE VA 22960
PAUL HASTINGS LLP	(COUNSEL TO THE AD HOC GROUP OF SUPPORTING COUNSEL) ATTN KRISTOPHER M. HANSEN & RYAN MONTEFUSCO 200 PARK AVENUE NEW YORK NY 10166
PAUL HASTINGS LLP	(COUNSEL TO THE AD HOC GROUP OF SUPPORTING COUNSEL) ATTN MATTHEW M MURPHY & MATTHEW MICHELI 71 SOUTH WACKER DRIVE, SUITE 4500 CHICAGO IL 60606
PAUL HASTINGS LLP	ATTN: MATHAW M. MURPHY & MICHAEL JONES (COUNSEL TO: AD HOC GROUP OF SUPPORTING COUNSEL) 71 S. WACKER DRIVE, SUITE 4500 CHICAGO IL 60606
PAUL HASTINGS LLP	(COUNSEL TO AD HOC GROUP OF SUPPORTING COUNSEL) ATTN: SCHLEA M. THOMAS 600 TRAVIS STREET, 58TH FLOOR HOUSTON TX 77002
PULASKI KHERKHER PLLC	ATTN: ADAM PULASKI 2925 RICHMOND AVENUE STE. 1725 HOUSTON TX 77098
RANDI S ELLIS LLC	(FUTURE TALC CLAIMANTS REPRESENTATIVE) ATTN RANDI S ELLIS 5757 INDIAN CIRCLE HOUSTON TX 77057
REBECCA J. LOVE DDS	C/O MICHELLE PARFITT, BRYANT MCCULLEY & STUART MCCLUER 1825 K ST NW, STE 700 WASHINGTON DC 20006
REED SMITH LLP	(COUNSEL TO CYPRUS MINES CORP) ATTN PAUL M SINGER 225 FIFTH AVENUE PITTSBURGH PA 15222
RHONDA MCKEY	C/O ANNE ANDREWS 4701 VON KARMAN AVE, STE 300 NEWPORT BEACH CA 92660
ROSS SMITH & BINFORD, PC	(COUNSEL TO THE TORT CLAIMANTS OF NACHAWATI LAW GROUP) ATTN JASON BINFORD 2901 VIA FORTUNA BLDG, STE 450 AUSTIN TX 78746
RUEB STOLLER DANIEL, LLP	ATTN STEPHEN "BUCK" DANIEL 225 OTTLEY DRIVE NE, STE 110 ATLANTA GA 30324
SALTZ MONGELUZZI & BENDESKY	ATTN LAWRENCE COHAN 1650 MARKET ST., 52ND FL PHILADELPHIA PA 19103
SCHNEIDER WALLACE COTTRELL	KONECKY ATTN: AMY ESKIN 2000 POWELL STREET, STE. 1400 EMERYVILLE CA 94608
SIMPSON THACHER & BARTLETT LLP	(COUNSEL TO TRAVELERS CASUALTY & SURETY CO) ATTN: ANDREW FRANKEL, LYNN NEUNER, ELISHA GRAFF, JONATHAN MITNICK 425 LEXINGTON AVE NEW YORK NY 10017
STUTZMAN, BROMBERG, ESSERMAN & PLIFKA, PC	(COUNSEL TO COALITION OF COUNSEL FOR JUSTICE FOR TALC CLAIMANTS) ATTN SANDER L ESSERMAN, PETER C D'APICE 2323 BRYAN STREET, STE 2200 DALLAS TX 75201-2689
THE BARNES LAW GROUP, LLC	(COUNSEL TO BLG CLAIMANTS) ATTN ROY E BARNES & JOHN R BEVIS 31 ATLANTA ST MARIETTA GA 30060
THE GORI LAW FIRM, P.C.	ATTN BETH GORI-GREGORY 156 N MAIN ST EDWARDSVILLE IL 62025
THE MILLER FIRM, LLC	ATTN: NANCY MILLER 108 RAILROAD AVENUE ORANGE VA 22960
THE SEGAL LAW FIRM	ATTN SCOTT SEGAL 810 KANAWHA BLVD. E CHARLESTON WV 25301
THE SMITH LAW FIRM PLLC	ATTN: ALLEN SMITH 300 CONCOURSE BLVD., STE. 104 RIDGELAND MS 39157
THOMPSON, COE, COUSINS & IRONS, LLP	(COUNSEL TO ALLSTATE INSURANCE COMPANY, ET AL) ATTN BRIAN S. MARTIN & CHRISTINA A CULVER 4400 POST OAK PARKWAY, SUITE 1000 HOUSTON TX 77027
TRAMMELL PC	ATTN FLETCHER V TRAMMELL 3262 WESTHEIMER RD # 423 HOUSTON TX 77098
WALSH PIZZI O'REILLY FALANGA	(COUNSEL TO RANDI S. ELLIS, F'TCR) ATTN: MARK FALK THREE GATEWAY CENTER 100 MULBERRY ST, 15TH FL NEWARK NJ 07102
WATTS GUERRA LLP	ATTN: MIKAL WATTS 811 BARTON SPRINGS RD. #725 AUSTIN TX 78704

Claim Name	Address Information
WHITE & CASE LLP	(COUNSEL TO J & J AND J & J HOLDCO (NA)) ATTN JESSICA C LAURIA & GREGORY M STARNER 1221 AVENUE OF THE AMERICAS NEW YORK NY 10020-1095
WHITE & CASE LLP	(COUNSEL TO J & J, J & J HOLDCO (NA)) ATTN MATTHEW E LINDER 111 SOUTH WACKER DR, STE 5100 CHICAGO IL 60606-4302
WHITE & CASE LLP	(COUNSEL TO J & J AND J & J CONSUMER INC) ATTN MICHAEL C SHEPHERD 200 SOUTH BISCAYNE BLVD, STE 4900 MIAMI FL 33131-2352
WHITE & CASE LLP	(COUNSEL TO J & J AND J & J HOLDCO (NA)) ATTN: CHARLES R. KOSTER 609 MAIN STREET, SUITE 2900 HOUSTON TX 77002
WILLIAMS KHERKHER HART BOUNDAS, LLP	ATTN JOHN BOUNDAS 8441 GULF FREEWAY, STE 600 HOUSTON TX 77017
WILMER CUTLER PICKERING HALE & DORR LLP	(COUNSEL TO RIO TINTO, THREE CROWNS, METALS INS) ATTN: PHILIP ANKER, LAUREN LIFLAND 7 WORLD TRADE CENTER 250 GREENWICH ST NEW YORK NY 10007
WINDELS MARX LANE & MITTENDORF, LLP	(COUNSEL TO ALLSTATE INSURANCE COMPANY, ET AL) ATTN: ANDREW CRAIG ONE GIRALDA FARMS MADISON NJ 07940

Total Creditor count 74
