UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
Vanderbilt Minerals, LLC,	Case No. 26-60110 (WAK)
Debtor.[1]	

MOTION OF THE DEBTOR AND DEBTOR IN POSSESSION FOR INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTOR TO (A) CONTINUE ITS INSURANCE AND SURETY BOND PROGRAMS AND SATISFY RELATED OBLIGATIONS; (B) OBTAIN, RENEW, AMEND, SUPPLEMENT, MODIFY, EXTEND, PURCHASE AND/OR REPLACE INSURANCE POLICIES AND/OR SURETY BONDS; AND (C) CONTINUE TO PAY BROKERAGE AND ADMINISTRATIVE FEES AND SATISFY RELATED OBLIGATIONS; AND (II) GRANTING RELATED RELIEF

The above-captioned debtor and debtor in possession (the "Debtor"), pursuant to sections 105 and 363 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), hereby moves (the "Motion") for the entry of interim and final orders in substantially the forms attached hereto as Exhibit A (the "Proposed Interim Order") and Exhibit B (the "Proposed Final Order," and together with the Proposed Interim Order, the "Proposed Orders"), authorizing, but not directing, the Debtor, in its sole discretion and in accordance with the Approved Budget (as defined in the DIP Financing Motion), to (a) continue its Insurance Policies (defined below) and Surety Bond Programs (defined below) and satisfy any Insurance Premiums (defined below), Insurance Deductibles (defined below), premiums for the Surety Bonds (defined below) and any other related payments, fees and obligations under the Insurance Policies and Surety Bond

[1] The Debtor is Vanderbilt Minerals, LLC (EIN 13-1432885). The Debtor's noticing address in this chapter 11 case is 33 Winfield Street, Norwalk, Connecticut 06855.

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Programs, including those that were incurred or accrued prepetition and (b) obtain, renew, amend, supplement, modify, extend, purchase and/or replace the Insurance Policies and Surety Bonds in the ordinary course of business on a postpetition basis. In support of this Motion, the Debtor respectfully states as follows:

Jurisdiction and Venue

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue for this matter is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

A. The Debtor and the Commencement of This Case

2. On the Petition Date,[2] the Debtor commenced a case under chapter 11 of the Bankruptcy Code (the "Chapter 11 Case"). The Debtor is authorized to continue to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

3. The Debtor is a global supplier of mineral products, operating mines and processing facilities in six different states. The Debtor mines bentonite clay, kaolin clay, pyrophyllite and wollastonite and processes and sells products used in industrial applications (e.g., construction coatings, ceramics and refractories) and life sciences (e.g., pharmaceuticals, personal care, animal care, agriculture and horticulture). Prior to 2008, a predecessor in interest

[2] Capitalized terms otherwise undefined herein shall have the meanings ascribed to them in the First Day Declaration (defined below).

to the Debtor mined and sold talc for use in industrial applications, which is the source of the litigation and judgments that have led to the commencement of this Chapter 11 Case.

4. Concurrently with the filing of this Motion, the Debtor has also filed the Bidding Procedures Motion by which the Debtor seeks to sell substantially all of its assets to one or more bidders through an in-court sale process.

5. In addition, the Debtor filed the Settlement Motion contemporaneously herewith, pursuant to which the Debtor seeks authority to enter into the Settlement Agreement with certain of its non-debtor affiliates.

6. In addition, the Debtor filed the Settlement Motion contemporaneously herewith, pursuant to which the Debtor seeks authority to enter into the Settlement Agreement with certain of its non-debtor affiliates.

7. A comprehensive description of the Debtor's business and operations, capital structure and the events leading to the commencement of the Chapter 11 Case can be found in the *Declaration of Dean Vomero, Chief Restructuring Officer of Vanderbilt Minerals, LLC, in Support of First Day Motions of Debtor and Debtor in Possession* (the "First Day Declaration"), which was filed contemporaneously herewith and is incorporated by reference.

B. The Debtor's Insurance Program

1. The Debtor's Insurance Policies

8. In the ordinary course of the Debtor's business, the Debtor maintains (through its parent, R.T. Vanderbilt Holding Company, Inc. ("Holdings")) numerous insurance policies with third-party insurers that provide primary and excess insurance coverage for, among other things, auto and property (collectively, the "Insurance Policies").[3] The Insurance Policies,

[3] The Debtor also maintains numerous insurance policies with respect to, among other things, workers' compensation, employee medical, dental/vision, disability and life insurance benefits. These policies

which renew throughout the year, are essential for the preservation of the Debtor's business, and, in certain instances, are required by various laws, regulations or contracts with which the Debtor must comply, including the requirements of the U.S. Trustee for the Northern District of New York that a debtor maintain adequate insurance coverage during the pendency of a chapter 11 case.

9. The Debtor maintains the Insurance Policies through multiple different insurance carriers (the "Insurance Carriers"). The names of the Insurance Policies, the Insurance Carriers, the terms of the current policies and the aggregate premiums for the terms for those policies (collectively, the "Insurance Premiums"), are set forth on Exhibit C attached hereto.[4] The Debtor pays approximately $159,000 per month to Holdings in respect of the Debtor's Insurance Policies.

10. Continuation and renewal of the Insurance Policies and, potentially, entry into new insurance policies is essential to preserving the value of the Debtor's business. Accordingly, the Debtor seeks authorization to maintain the existing Insurance Policies and to obtain, renew, amend, supplement, modify, extend, replace and/or enter into new insurance policies in the ordinary course of business on a postpetition basis.

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are described, and relief is requested with respect to such policies, in the *Motion of the Debtor and Debtor in Possession for Interim and Final Orders (I) Authorizing the Debtor to Pay Prepetition Employee Wages, Benefits and Related Items and (II) Granting Related Relief* (the "Employees Motion"), filed contemporaneously herewith.

[4] The descriptions of the Insurance Policies set forth in Exhibit C constitute a summary only. The actual terms of the Insurance Policies and related agreements will govern in the event of any inconsistency with the description in this Motion. The Debtor requests authority to honor existing Insurance Policies and renew Insurance Policies, as applicable, regardless of whether the Debtor inadvertently failed to include a particular Insurance Policy on Exhibit C, and any such omitted Insurance Policy is hereby included in the defined term "Insurance Policies" as used in this Motion and in the Proposed Orders. And finally, nothing in this Motion shall be construed as a guarantee or representation that the Debtor intends to, or ultimately will, renew, amend, supplement, modify, extend and/or replace any Insurance Policy.

2. The Premium Finance Agreement

11. In the ordinary course of business, Holdings finances certain premiums owed under the Insurance Policies, including those for which the Debtor is a named insured, pursuant to a premium finance agreement (the "Premium Finance Agreement") between Holdings and First Insurance Funding (the "Lender"). The Premium Finance Agreement requires Holdings to pay the Lender in ten equal monthly installments of $212,195.59, beginning on March 1, 2026 and continuing on the first of each nine months thereafter. The Debtor pays Holdings its allocated portion of those installments in accordance with the A&R Management Services Agreement. As of the Petition Date, Holdings is current on payments owing under the Premium Finance Agreement and has all ten remaining installments due under the Premium Finance Agreement.

12. By this Motion, the Debtor hereby requests authority to reimburse Holdings for its allocated share of the remaining monthly installments owing under the Premium Finance Agreement, renew the Premium Finance Agreement, as needed, and enter into new premium finance agreements in the ordinary course of business in accordance with the Approved Budget and without the need for further approval or authority from the Court.

3. Payment of Other Obligations Under Insurance Policies

13. The Debtor reimburses Holdings for paying the Debtor's allocation of the Insurance Premiums. As of the Petition Date, the Debtor does not believe that it has any outstanding Insurance Premiums due for Insurance Policies, other than those covered by the Premium Finance Agreement. Nevertheless, out of an abundance of caution, to the extent additional obligations exist, the Debtor seeks authorization, but not direction, to satisfy any Insurance Premium obligation, whether arising prepetition or postpetition, consistent with its prepetition practice.

14. Additionally, depending on the Insurance Policy, the Debtor may be required to reimburse Holdings for its allocation of various deductibles or retention amounts either annually or per-incident (collectively, the "Insurance Deductibles"). As of the Petition Date, the Debtor does not believe that there are any outstanding prepetition obligations relating to Insurance Deductibles. Nevertheless, out of an abundance of caution, to the extent such obligations exist, the Debtor seeks authorization, but not direction, to satisfy any Insurance Deductibles, whether arising prepetition or postpetition, consistent with its prepetition practice and in accordance with the Approved Budget. For the avoidance of doubt, the Debtor will not and is not required to fund deductibles for any losses incurred by non-debtor affiliates.

4. Insurance Broker Fees

15. Marsh USA LLC ("Marsh") represents the Debtor through Holdings in its efforts to secure commercial insurance coverage, and CAC Specialty ("CAC" and, together with Marsh, the "Insurance Brokers"). The Insurance Brokers provide advice on the Debtor's overall insurance portfolio, coverage limits, premiums and risk profile within the Debtor's industry. Holdings pays Marsh for these services, and the Debtor reimburses Holdings for its allocated share, while the Debtor pays CAC directly. As of the Petition Date, the Debtor does not believe that there are any outstanding amounts owed to the Insurance Brokers. Nevertheless, out of an abundance of caution, to the extent additional amounts are owed, the Debtor seeks authorization, but not direction, to satisfy any such amounts, whether arising prepetition or postpetition, consistent with its prepetition practice and in accordance with the Approved Budget.

16. Holdings intends to continue utilizing the services provided by the Insurance Brokers during the Chapter 11 Case and the Debtor believes that the continued use of the Insurance Broker's services is in the best interests of the creditors and estate. The Debtor seeks authorization, but not direction, to satisfy any fees that may become owing

to the Insurance Brokers, either directly or on account of the Debtor's allocated share (the "Insurance Broker Fees"), whether arising prepetition or postpetition, consistent with its prepetition practice and in accordance with the Approved Budget.

5. Surety Bonds and Surety Broker

17. In the ordinary course of business, the Debtor participates in a program (the "Surety Bond Program") under which there are surety bonds (collectively, the "Surety Bonds") issued by Fidelity and Deposit Company of Maryland, the Guarantee Company of North America and Hartford Fire Insurance Company (collectively, the "Sureties") to certain third parties (e.g., governmental units or other public agencies) to secure the Debtor's payment or performance of certain obligations (e.g., operating certain mines). A schedule of these bonds is attached hereto as Exhibit D.[5] To obtain the Surety Bonds, Holdings pays premiums to and enters into general indemnity agreements with the Sureties. The costs are then allocated to the Debtor in accordance with the A&R Management Services Agreement. As of the Petition Date, the Debtor does not believe that there are any outstanding premiums or other amounts owed to the Sureties on account of the Surety Bonds.

18. To continue business operations during the Chapter 11 Cases, the Debtor must be able to provide financial assurances to governmental units and public agencies. The Debtor seeks authorization, but not direction, to continue its Surety Bond Program, including maintaining its Surety Bonds, paying premiums in the ordinary course of business as

[5] The descriptions of the Surety Bonds set forth in this Motion, including on Exhibit D, constitute a summary only. The actual terms of the Surety Bonds and related agreements will govern in the event of any inconsistency with the description in this Motion. The Debtor requests authority to honor Surety Bonds and renew Surety Bonds, as applicable, regardless of whether the Debtor inadvertently failed to include a particular Surety Bond on Exhibit D, and any such omitted Surety Bond is hereby included in the defined term "Surety Bond" as used in this Motion and in the Proposed Orders. And finally, nothing in this Motion shall be construed as a guarantee or representation that the Debtor intends to, or ultimately will, obtain, renew, amend, supplement, modify, extend, purchase and/or any Surety Bonds.

they come due, consistent with its prepetition practice, including any premiums that were incurred or accrued prepetition, renew the Surety Bonds and acquire additional bonding capacity as needed in the ordinary course of the Debtor's business and in accordance with the Approved Budget.

Basis for Relief Requested

A. Sections 105(a) and 363(b) of the Bankruptcy Code and the Doctrine of Necessity Provide a Basis for Granting the Requested Relief

19. As further described below, it is essential to the Debtor's business that the Debtor receives authority to (a) continue its Insurance Policies and Surety Bond Program in the ordinary course and honor any related obligations and (b) extend, supplement and replace/purchase Insurance Policies and Surety Bonds.[6] Courts in this District and the Second Circuit have routinely granted similar relief in other chapter 11 cases. See, e.g., In re Angela's Bridals, Inc., Case No. 25-10119 (REL) (Bankr. N.D.N.Y. Apr. 11, 2025); In re New York's Premier Group LLC, Case No. 24-11304 (PGR) (Bankr. N.D.N.Y. Jan. 23, 2025); In re Virginia Park 1, LLC, Case No. 25-11308 (MG) (Bankr. S.D.N.Y. July 15, 2025) (authorizing the debtors to continue insurance policies and honor the terms of and/or enter into new premium financing agreements); In re Publishers Clearing House LLC, Case No. 25-10694 (MG) (Bankr. S.D.N.Y.

[6] To the extent any Insurance Policy, Surety Bond or any related agreement(s) is deemed to constitute an executory contract within the meaning of section 365 of the Bankruptcy Code, the Debtors do not, at this time, seek to assume any such contract. Accordingly, if the Court authorizes the payments described above, such payments should not be deemed to constitute a postpetition assumption or adoption of the programs, policies or agreements as executory contracts. The Debtor reserves all of its rights under the Bankruptcy Code with respect to the Insurance Policies and related agreements, and the authorization to pay any amounts under this Motion should not affect the Debtor's right to contest the amount or validity of such obligations.

May 2, 2025) (authorizing the debtor to maintain its insurance and surety bond programs and renew, amend, supplement, extend or purchase new insurance policies and surety bonds).

20. Section 363(b)(1) of the Bankruptcy Code provides: "The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate . . . ." 11 U.S.C. § 363(b)(1). A debtor's decision to use, sell or lease assets outside the ordinary course of business must be based upon a sound business purpose. See In re Chateaugay Corp., 973 F.2d 141, 143 (2d Cir. 1992) (holding that the use, sale or lease of property of the estate is justified if it is supported by a good business reason).

21. Section 105(a) of the Bankruptcy Code provides:

> The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, sua sponte, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

11 U.S.C. § 105(a). The purpose of section 105 of the Bankruptcy Code is to ensure the bankruptcy court has the power "to take whatever action is appropriate or necessary in aid of the exercise of [its] jurisdiction." 2 Collier on Bankruptcy ¶ 105.01 (16th ed. 2025).

22. The United States Supreme Court first articulated the equitable common law principle commonly referred to as the "doctrine of necessity" over 125 years ago in Miltenberger v. Logansport, C. & S.W.R. Co., 106 U.S. 286, 311 (1882). This doctrine allows a court to "authorize payment of pre-petition debt when such payment is needed to facilitate the rehabilitation of the debtor." In re Windstream Holdings Inc., 614 B.R. 441, 456 (Bankr. S.D.N.Y. 2020) (citation omitted).

23. In dicta, the Supreme Court has endorsed motions seeking to pay certain prepetition claims early in a chapter 11 case in order to "enable a successful reorganization and

make even the disfavored creditors better off." See Czyzewski v. Jevic Holding Corp., 137 S. Ct. 973, 985 (2017) ("Courts, for example, have approved first-day wage orders that allow payment of employees' prepetition wages, critical vendor orders that allow payment of essential suppliers' prepetition invoices, and roll-ups that allow lenders who continue financing the debtor to be paid first on their prepetition claims. In doing so, these courts have usually found that the distributions at issue would enable a successful reorganization and make even the disfavored creditors better off.") (internal citations and quotation marks omitted).

24. The bankruptcy court's exercise of its authority under the "doctrine of necessity" is appropriate to carry out certain statutory provisions of chapter 11 – specifically sections 1107(a), 1108 and 363(b)(1) – of the Bankruptcy Code, which collectively authorize a debtor in possession to maintain and operate the debtor's business and use estate property outside of the ordinary course of business. Indeed, a debtor in possession operating a business under section 1108 of the Bankruptcy Code has a duty to protect and preserve the value of the debtor's business, and prepetition claims may be paid if necessary to perform the debtor in possession's duty. See In re Fin. News Network Inc., 134 B.R. 732, 635-36 (Bankr. S.D.N.Y. 1991) ("The 'doctrine of necessity' stands for the principle that a bankruptcy court may allow pre-plan payments of prepetition obligations where such payments are critical to the debtor's reorganization.").

25. This Motion satisfies the foregoing criteria, as continuation of the Insurance Policies and the Surety Bond Programs and satisfying all obligations related thereto including, without limitation, Insurance Premiums, Insurance Deductibles and Surety Bond premiums, is essential to the Debtor's operations and preservation of the going-concern value during the Chapter 11 Case. It is also essential to the Debtor's operations that the Insurance

Policies be maintained on an ongoing and uninterrupted basis because, without such insurance, the Debtor and its estate immediately would be exposed to potentially catastrophic liability.

26. Moreover, section 1112(b)(4) of the Bankruptcy Code and the guidelines for chapter 11 trustees promulgated by the Department of Justice, Executive Office for United States Trustees (the "Chapter 11 Trustee Guidelines"), require debtors to maintain appropriate levels of insurance. The Chapter 11 Trustee Guidelines require the Debtor to maintain appropriate insurance coverage throughout the Chapter 11 Case,[7] and section 1112(b)(4) of the Bankruptcy Code provides that "failure to maintain appropriate insurance that poses a risk to the estate or to the public" is "cause" for mandatory conversion or dismissal of a chapter 11 case. 11 U.S.C. § 1112(b)(4).

27. Even where coverage is not expressly required by law, the Debtor nevertheless is compelled by sound business practice to maintain essential insurance coverage. Any interruption in such coverage would expose the Debtor to a variety of risks, including: (a) the possible incurrence of direct liability for the payment of claims that otherwise would have been covered by the Insurance Policies; (b) the possible inability to obtain similar types and levels of insurance coverage; and (c) the possible incurrence of higher costs for re-establishing lapsed policies or obtaining new insurance coverage.

[7] See U.S. Department of Justice, Executive Office for United States Trustees, CHAPTER 11 TRUSTEE HANDBOOK (May 2004), at 26-27 ("In securing the assets of the estate, the chapter 11 trustee is required . . . to maintain appropriate insurance for the estate. . . . [T]o the extent necessary, and if reasonably available, the chapter 11 trustee must maintain the following types of insurance adequate to protect the estate: general comprehensive liability; fire and theft; workers' compensation; vehicle; product liability; flood and/or windstorm insurance; and other insurance as customary or prudent in the debtor's business or as required by law."). The Chapter 11 Trustee Guidelines are available at https://www.justice.gov/ust/file/ch11handbook-200405.pdf/download.

B. Request for Authority for Banks to Honor and Pay Checks in Connection Herewith

28. In addition, by this Motion, the Debtor requests that all applicable banks and other financial institutions (collectively, the "Banks") be authorized, when requested by the Debtor, to receive, process, honor and pay any and all checks presented for payment of, and to honor all fund transfer requests made by the Debtor related to the Insurance Policies (including the Premium Finance Agreement, Insurance Deductibles and Insurance Broker Fees) and Surety Bonds (including premiums owed), regardless of whether such checks were presented or fund transfer requests were submitted prior to, on or after the Petition Date, provided that sufficient funds are available in the applicable accounts to make the payments. The Debtor represents that these checks are drawn on specific disbursement accounts and can be readily identified as relating directly to the authorized payment of amounts related to Insurance Policies (including the Premium Finance Agreement, Insurance Deductibles and Insurance Broker Fees) and Surety Bonds (including premiums owed). Accordingly, the Debtor believes that such checks should be honored.

Requests for Immediate Relief & Waiver of Stay

29. Pursuant to Bankruptcy Rules 6003(b) and 6004(h), the Debtor seeks (a) immediate entry of an order granting the relief sought herein and (b) a waiver of any stay of the effectiveness of such an order. Bankruptcy Rule 6003(b) provides, in relevant part, that "[e]xcept to the extent that relief is necessary to avoid immediate and irreparable harm, the court shall not, within 21 days after the filing of the petition, issue an order granting . . . a motion to pay all or part of a claim that arose before the filing of the petition." Bankruptcy Rule 6004(h) provides that "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Accordingly, where the failure to grant any such requested relief would result

in immediate and irreparable harm to a debtor's estate, a court may allow a debtor to pay all or part of a claim that arose prepetition immediately.

30. As set forth above and in the First Day Declaration, maintenance of the Insurance Policies and Surety Bonds is necessary to prevent the immediate and irreparable damage to the Debtor's estate. Accordingly, the Debtor submits that ample cause exists to justify (a) the immediate entry of an order granting the relief sought herein and (b) a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h) and the notice requirements of Bankruptcy Rule 6004(a), to the extent that they apply.

Reservation of Rights

31. Nothing herein is intended to be or should be construed as (a) an admission as to the validity or priority of any claim against the Debtor; (b) a waiver of the Debtor's right to dispute any claim, including the amount or priority thereof, on any grounds; (c) a promise to pay any claim; (d) an implication or admission that any particular claim would constitute a claim related to the Insurance Policies or Surety Bond Program; or (e) the assumption of an executory contract or unexpired lease.

Notice

32. Notice of this Motion shall be provided to: (a) the Office of the United States Trustee for the Northern District of New York; (b) the Top Talc Counsel List; (c) counsel to the proposed DIP Lenders; (d) the Internal Revenue Service; (e) the Insurance Carriers; (f) the Insurance Brokers; (g) the Sureties and (h) the Banks. Due to the urgency of the

circumstances surrounding this Motion and the nature of the relief requested herein, the Debtor respectfully submits that no further notice of this Motion is required.

No Prior Request

33. No prior request for the relief sought herein has been made to this Court or any other court.

WHEREFORE, the Debtor respectfully requests that the Court (i) enter the Proposed Interim Order, granting the relief requested herein on an interim basis; (ii) enter the Proposed Final Order, granting the relief requested herein on a final basis; and (iii) grant such other and further relief to the Debtor as the Court may deem proper.

[*Remainder of page intentionally left blank.*]

Dated: February 16, 2026
Syracuse, New York

Respectfully submitted,

/s/ Charles J. Sullivan

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Proposed Counsel for the Debtor and Debtor in Possession

Exhibit A

Proposed Interim Order

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
Vanderbilt Minerals, LLC,	Case No. 26-60110 (WAK)
Debtor.[1]	**Re: Docket No. __**

INTERIM ORDER (I) AUTHORIZING THE DEBTOR TO (A) CONTINUE ITS INSURANCE AND SURETY BOND PROGRAMS; (B) SATISFY RELATED OBLIGATIONS; (C) OBTAIN, RENEW, AMEND, SUPPLEMENT, MODIFY, EXTEND, PURCHASE AND/OR REPLACE INSURANCE POLICIES AND/OR SURETY BONDS; (D) CONTINUE TO PAY BROKERAGE AND ADMINISTRATIVE FEES AND (E) SATISFY RELATED OBLIGATIONS; AND (II) GRANTING RELATED RELIEF

Upon the *Motion of the Debtor and Debtor in Possession for Interim and Final Orders (I) Authorizing the Debtor to (A) Continue Its Insurance and Surety Bond Programs and (B) Satisfy Related Obligations; (C) Obtain, Renew, Amend, Supplement, Modify, Extend, Purchase and/or Replace Insurance Policies and/or Surety Bonds; (D) Continue to Pay Brokerage and Administrative Fees and (E) Satisfy Related Obligations; and (II) Granting*

[1] The Debtor is Vanderbilt Minerals, LLC (EIN 13-1432885). The Debtor's noticing address in this Chapter 11 Case is 33 Winfield Street, Norwalk, Connecticut 06855.

Related Relief (the "Motion"),[1] filed by the above-captioned debtor and debtor in possession (the "Debtor"); the Court having reviewed the Motion and the First Day Declaration and having considered the statements of counsel and the evidence adduced with respect to the Motion at a hearing before the Court (the "Hearing"); the Court having found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409, (iii) this matter is a core proceeding pursuant to 28 U.S.C. § 157(b), (iv) notice of the Motion and the Hearing was sufficient under the circumstances, (v) the relief requested in the Motion is necessary and appropriate to prevent immediate and irreparable harm to the Debtor's business operations and will serve to protect and preserve the Debtor's estate for the benefit of all stakeholders and, thus, cause exists to permit such payments to be made immediately notwithstanding Bankruptcy Rule 6003 and (vi) there is good cause to waive the 14-day stay imposed by Bankruptcy Rule 6004(h) to the extent that it is applicable; and the Court having determined that the legal and factual bases set forth in the Motion and the First Day Declaration and at the Hearing establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on an interim basis as set forth herein.

2. The Debtor is authorized, but not directed, in its sole discretion and in accordance with the Approved Budget (as defined in the DIP Financing Motion), to (a) continue its Insurance Policies and Surety Bond Programs in the ordinary course of business; (b) pay any prepetition amounts related to the Insurance Policies and Surety Bond Programs, including, without limitation, (i) Insurance Premiums (including amounts owed under the Premium Finance

[1] Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion.

Agreement), (ii) Insurance Deductibles; (iii) premiums for the Surety Bonds and (iv) any other related payments, fees and obligations under the Insurance Policies and Surety Bond Program, including those that were incurred or accrued prepetition; (c) obtain, renew, amend, supplement, modify, extend, purchase and/or replace Insurance Policies and Surety Bonds in the ordinary course of business on a postpetition basis; (d) continue to utilize the services of the Insurance Brokers; and (e) pay any prepetition Insurance Broker Fees; provided, however, that the Debtor's payments of prepetition amounts in connection with the foregoing shall not exceed $200,000, upon such terms and in the manner provided in this Interim Order and the Motion.

3. The Debtor is authorized, but not directed, in its sole discretion and in accordance with the Approved Budget, to continue and honor the terms of the Premium Finance Agreement, including paying the remaining installments as they come due, and to renew the Premium Finance Agreement and/or enter into new premium financing agreements in the ordinary course of business without the need for further authority or approval of the Court.

4. The Debtor is authorized, but not directed, in its sole discretion and in accordance with the Approved Budget, to continue payment of Insurance Deductibles in the ordinary course of business without the need for further authority or approval of the Court.

5. Nothing in the Motion or this Interim Order, nor the Debtor's payments pursuant to this Interim Order, shall be deemed or construed as (a) an admission as to the validity or priority of any claim against the Debtor; (b) a waiver of the Debtor's rights to dispute any claim, including the amount or priority thereof, on any grounds; (c) a promise to pay any claim;

(d) an implication or admission that any particular claim is a claim of a type specified or defined hereunder or (e) the assumption of any executory contract or unexpired lease.

6. The Banks are authorized when requested by the Debtor in the Debtor's sole discretion, to receive, process, honor and pay all checks presented for payment of, and to honor all fund transfer requests made by the Debtor related to relief granted by this Interim Order, whether such checks were presented, or fund transfer requests were submitted, prior to, on or after the Petition Date; provided that sufficient funds are available in the Debtor's accounts to cover such checks and fund transfers. The Banks are authorized to rely on the Debtor's designation of any particular check or funds transfer as approved by this Interim Order without any duty of further inquiry and without liability for following the Debtor's instructions.

7. The requirements of Bankruptcy Rule 6003(b) have been satisfied with respect to the payments authorized by this Interim Order.

8. This Interim Order shall be immediately effective and enforceable upon its entry. To the extent that it may be applicable, the 14-day stay imposed by Bankruptcy Rule 6004(h) and any notice requirements of Bankruptcy Rule 6004(a) are hereby waived.

9. The Debtor is authorized and empowered to take all actions necessary to implement the relief granted in this Interim Order.

10. This Court shall retain jurisdiction over any and all matters arising from or related to the implementation or interpretation of this Interim Order.

11. The Debtor may seek further relief related to these obligations.

12. A final hearing to consider the relief requested in the Motion shall be held on _____, 2026 at _____ (prevailing Eastern Time) and any objections

or responses to the Motion shall be filed and served on or prior to _____, 2026 at ____ (prevailing Eastern Time).

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Exhibit B

Proposed Final Order

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
Vanderbilt Minerals, LLC,	Case No. 26-60110 (WAK)
Debtor.[1]	**Re: Docket No. __**

FINAL ORDER (I) AUTHORIZING THE DEBTOR TO (A) CONTINUE ITS INSURANCE AND SURETY BOND PROGRAMS; (B) SATISFY RELATED OBLIGATIONS; (C) OBTAIN, RENEW, AMEND, SUPPLEMENT, MODIFY, EXTEND, PURCHASE AND/OR REPLACE INSURANCE POLICIES AND/OR SURETY BONDS; (D) CONTINUE TO PAY BROKERAGE AND ADMINISTRATIVE FEES AND (E) SATISFY RELATED OBLIGATIONS; AND (II) GRANTING RELATED RELIEF

Upon the *Motion of the Debtor and Debtor in Possession for Interim and Final Orders (I) Authorizing the Debtor to (A) Continue Its Insurance and Surety Bond Programs and (B) Satisfy Related Obligations; (C) Obtain, Renew, Amend, Supplement, Modify, Extend, Purchase and/or Replace Insurance Policies and/or Surety Bonds; (D) Continue to Pay Brokerage and Administrative Fees and (E) Satisfy Related Obligations; and (II) Granting*

[1] The Debtor is Vanderbilt Minerals, LLC (EIN 13-1432885). The Debtor's noticing address in this Chapter 11 Case is 33 Winfield Street, Norwalk, Connecticut 06855.

Related Relief (the "Motion"),[1] filed by the above-captioned debtor and debtor in possession (the "Debtor"); the Court having reviewed the Motion and the First Day Declaration and having considered the statements of counsel and the evidence adduced with respect to the Motion at a hearing before the Court (the "Hearing"); the Court having found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409, (iii) this matter is a core proceeding pursuant to 28 U.S.C. § 157(b), (iv) notice of the Motion and the Hearing was sufficient under the circumstances, (v) the relief requested in the Motion is necessary and appropriate to prevent immediate and irreparable harm to the Debtor's business operations and will serve to protect and preserve the Debtor's estate for the benefit of all stakeholders and, thus, cause exists to permit such payments to be made immediately notwithstanding Bankruptcy Rule 6003 and (vi) there is good cause to waive the 14-day stay imposed by Bankruptcy Rule 6004(h) to the extent that it is applicable; and the Court having determined that the legal and factual bases set forth in the Motion and the First Day Declaration and at the Hearing establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.

2. The Debtor is authorized, but not directed, in its sole discretion and in accordance with the Approved Budget (as defined in the DIP Financing Motion), to (a) continue its Insurance Policies and Surety Bond Programs in the ordinary course of business; (b) pay any prepetition amounts related to the Insurance Policies and Surety Bond Programs, including, without limitation, (1) Insurance Premiums (including amounts owed under the Premium

[1] Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion.

Finance Agreement), (2) Insurance Deductibles; (3) premiums for the Surety Bonds and (4) any other related payments, fees and obligations under the Insurance Policies and Surety Bond Program, including those that were incurred or accrued prepetition; (c) obtain, renew, amend, supplement, modify, extend, purchase and/or replace Insurance Policies and Surety Bonds in the ordinary course of business on a postpetition basis; (d) continue to utilize the services of the Insurance Brokers; and (e) pay any prepetition Insurance Broker Fees; provided, however, that the Debtor's payments of prepetition amounts in connection with the foregoing shall not exceed $400,000, upon such terms and in the manner provided in this Final Order and the Motion.

3. The Debtor is authorized, but not directed, in its sole discretion and in accordance with the Approved Budget, to continue and honor the terms of the Premium Finance Agreement, including paying the remaining installments as they come due, and to renew the Premium Finance Agreement and/or enter into new premium financing agreements in the ordinary course of business without the need for further authority or approval of the Court.

4. The Debtor is authorized, but not directed, in its sole discretion and in accordance with the Approved Budget, to continue payment of Insurance Deductibles in the ordinary course of business without the need for further authority or approval of the Court.

5. Nothing in the Motion or this Final Order, nor the Debtor's payments pursuant to this Final Order, shall be deemed or construed as (a) an admission as to the validity or priority of any claim against the Debtor; (b) a waiver of the Debtor's rights to dispute any claim, including the amount or priority thereof, on any grounds; (c) a promise to pay any claim;

(d) an implication or admission that any particular claim is a claim of a type specified or defined hereunder or (e) the assumption of any executory contract or unexpired lease.

6. The Banks are authorized when requested by the Debtor in the Debtor's sole discretion, to receive, process, honor and pay all checks presented for payment of, and to honor all fund transfer requests made by the Debtor related to relief granted by this Final Order, whether such checks were presented, or fund transfer requests were submitted, prior to, on or after the Petition Date; provided that sufficient funds are available in the Debtor's accounts to cover such checks and fund transfers. The Banks are authorized to rely on the Debtor's designation of any particular check or funds transfer as approved by this Final Order without any duty of further inquiry and without liability for following the Debtor's instructions.

7. The requirements of Bankruptcy Rule 6003(b) have been satisfied with respect to the payments authorized by this Final Order.

8. This Final Order shall be immediately effective and enforceable upon its entry. To the extent that it may be applicable, the 14-day stay imposed by Bankruptcy Rule 6004(h) and any notice requirements of Bankruptcy Rule 6004(a) are hereby waived.

9. The Debtor is authorized and empowered to take all actions necessary to implement the relief granted in this Final Order.

10. This Court shall retain jurisdiction over any and all matters arising from or related to the implementation or interpretation of this Final Order.

11. The Debtor may seek further relief related to these obligations.

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Exhibit C

Summary of Debtor's Outstanding Insurance Policies[1]

[1] The Debtor requests authority to honor existing Insurance Policies and renew Insurance Policies, as applicable, regardless of whether the Debtor inadvertently failed to include a particular Insurance Policy on this Exhibit C.

No.	Carrier	Coverage	Policy Number	Policy Period	Premium
1	ACE American Insurance Company	Excess D&O $7,000,000.00	DOXG25623150009	April 3, 2025 – April 3, 2026	$16,642.00
2	ACE American Insurance Company 17.5% Starr Surplus Lines Insurance Company 75% QPS Lloyd's Syndicate 7.5%	Property $10,000,000.00	CX N10759894002 26SSLDOND342361 B0509MPSPB2400023	January 1, 2026 – January 1, 2027	$447,475.00 $1,702,500.00 $169,964.00
3	AIG Specialty Insurance Company	Excess Liability $5,000,000.00	EGU3779186	April 3, 2025 – April 3, 2026	$315,831.00
4	AIG Specialty Insurance Company	Pollution Liability $5,000,000.00	EG3779185	April 3, 2025 – April 3, 2026	$556,430.00
5	Ascot Specialty Insurance Company	Excess Liability $15,000,000.00	ENXS2310000980-03	April 3, 2025 – April 3, 2026	$208,369.00
6	Liberty Surplus Insurance Corporation	Terrorism $150,000,000.00	5N588900001	January 1, 2026 – January 1, 2027	$33,280.00
7	Evanston Insurance Company	Excess Liability $10,000,000.00	MKLV3EFX101855	April 3, 2025 – April 3, 2026	$235,189.00
8	Evanston Insurance Company	Excess Liability $5,000,000.00	MKLV3EFX101856	April 3, 2025 – April 3, 2026	$27,523.00
9	Export-Import Bank of the United States	Multi-Buyer Export Credit $6,000,000.00	ESC-787481	January 1, 2026 – December 31, 2026	$0.31 per $100.00 insured product
10	Hamilton Managing General Agency Americas LLC	Excess Liability $15,000,000.00	ENVXSS524624	April 3, 2025 – April 3, 2026	$104,184.00
11	HDI Global Insurance Company	Marine/War Cargo $8,000,000.00	OMD5624806	January 1, 2025 – Continuous	$56,500.00
12	National Union Fire Insurance Company of Pittsburgh, Pa.	D&O Liability $15,000,000.00	041466341	April 3, 2025 – April 3, 2026	$115,299.00
13	Starr Indemnity & Liability Company	Auto Liability $2,000,000.00	1000679681251	April 3, 2025 – April 3, 2026	$181,451.09
14	Starr Indemnity & Liability Company	Surplus Lines $15,000,000.00	1000032033251	April 3, 2025 – April 3, 2026	$123,750.00

No.	Carrier	Coverage	Policy Number	Policy Period	Premium
15	ACE American Insurance Company	Excess D&O $7,000,000.00	DOXG25623150009	April 3, 2025 – April 3, 2026	$16,642.00
16	National Union Fire Insurance Company of Pittsburgh	Excess D&O $5,000,000	130020178	February 3, 2026 – February 3, 2027	$150,000.00
17	Berkshire Hathaway Specialty Insurance Company	Excess D&O $5,000,000	47-EMC-346526-01	February 3, 2026 – February 3, 2027	$90,000.00

Exhibit D

Summary of Debtor's Outstanding Surety Bonds[1]

[1] The Debtor requests authority to honor existing Surety Bonds and renew Surety Bonds, as applicable, regardless of whether the Debtor inadvertently failed to include a particular Surety Bond on this Exhibit D.

No.	Bond Number	Surety Name	Obligee Name	Bond Description	Expiration Date	Total Bond Amount	Premium Amount
1	LPM9140678	Fidelity and Deposit Company of Maryland	South Carolina Department of Health and Environmental Control	Reclamation	January 15, 2026	$1,725,582.00	$25,884.00
2	LPM9110762	Fidelity and Deposit Company of Maryland	New York Department of Environmental Conservation	Reclamation	March 13, 2026	$207,270.00	$3,109.00
3	LPM9074290	Fidelity and Deposit Company of Maryland	North Carolina Department of Environment and Natural Resources	Reclamation	April 30, 2026	$332,600.00	$4,989.00
4	991312991	Fidelity and Deposit Company of Maryland	U.S. Customs and Border Protection	Importer	January 17, 2026	$100,000.00	$1,875.00
5	20BSBHY3597	Hartford Fire Insurance Company	U.S. Bureau of Land Management	Right of Way	-	$5,400.00	-
6	20BSBHY3596	Hartford Fire Insurance Company	U.S. Bureau of Land Management	Right of Way	-	$3,200.00	-
7	TM5143939	The Guarantee Company of North America Intact Insurance Company	Canada Revenue Agency	Goods and Services Tax	-	$6,000.00 (CAD)	-
8	TM5143945	The Guarantee Company of North America Intact Insurance Company	Canada Border Services Agency	Customs	-	$49,896.00 (CAD)	-