Docket #0019 Date Filed: 2/16/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHER DISTRICT OF NEW YORK

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

DECLARATION OF DEAN VOMERO IN SUPPORT OF
THE BIDDING PROCEDURES AND DIP FINANCING MOTIONS

I, Dean Vomero, make this Declaration pursuant to 28 U.S.C. § 1746:

1. I am the Chief Restructuring Officer of Vanderbilt Minerals, LLC (the "Debtor"), the debtor and debtor in possession in the above-captioned chapter 11 case. I was appointed as Chief Restructuring Officer of the Debtor in May 2025.

2. I am also currently a Managing Director at Applied Business Strategy LLC ("ABS"), which I co-founded, and currently serve as the Chief Restructuring Officer of Berlin Station LLC and Burgess Biopower LLC whose joint plan of reorganization will become effective upon Federal Energy Regulatory Commission approval (estimated to be one month). I have over 30 years' experience advising distressed companies, including executive officer or strategic advisor positions including: Commercial Vehicle Group Inc. (Vice President of Strategy, Mergers and Acquisitions), Chief Restructuring Officer for two different large food companies, MIR Scientific LCC (Chief Restructuring Officer), an international manufacturer of commercial vehicle components (Interim Chief Financial Officer), Three Five Systems (Interim Chief Financial Officer), Coyne Textile Services (Chief Restructuring Officer), Annie's

[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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Homegrown (Interim Chief Financial and Operating Officer), Parts Depot (Chief Restructuring Officer), Epic Resorts (Interim Chief Financial Officer) and Bliss Technologies (Vice President of Strategy).

3. I have also served as financial advisor or expert witness in several bankruptcy and non-bankruptcy situations. Prior to founding ABS, I held positions at Bridge Associates, Ernst & Young and PricewaterhouseCoopers, where I advised large companies in performance improvement and strategic issues. I received a Bachelor of Science in Business Administration in Accounting from John Carroll University. I am an inactive Certified Public Accountant and Certified Professional Forecaster.

4. In March 2025, R.T. Vanderbilt Holdings, Inc. and Jones Day jointly engaged ABS to provide financial advice and analysis regarding intercompany transactions and transfers among affiliated entities (the "Initial Engagement"). On May 24, 2025, the Debtor engaged ABS to serve as the Debtor's Chief Restructuring Officer and the Initial Engagement came to an end. Since that date, I have served as the Debtor's Chief Restructuring Officer.

5. As part of my role at the Debtor, I am generally familiar with the Debtor's history, day-to-day operations, business and financial affairs, books and records and the Debtor's restructuring efforts.

6. I submit this declaration (this "Declaration") in support of the: (a) *Motion of the Debtor and Debtor In Possession for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially All of the Debtor's Assets, (B) Authorizing the Debtor to Enter Into the Stalking Horse Agreement and to Provide Bidding Protections Thereunder, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and*

Approving the Form and Manner of Notice Thereof and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtor's Assets Free and Clear of Liens, Claims, Interests and Encumbrances, (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases and (C) Granting Related Relief (the "Bidding Procedures Motion"); and (b) *Motion of the Debtor and Debtor in Possession Pursuant to Sections 105, 362, 363, 503, 507 and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004 and 9014 and Local Rules 2002 1, 4001-2 and 9013-1 for Interim and Final Orders (I) Authorizing the Debtor to Obtain Postpetition Financing, (II) Granting Liens and Providing Superpriority Administrative Expense Status, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing and (V) Granting Related Relief* (the "DIP Financing Motion").[2] In particular, I submit this declaration to explain the reasons why the Debtor exercised its business judgment to: (a) enter into the Stalking Horse Agreement; (b) sell the Stalking Horse Assets pursuant to the terms of the Stalking Horse Agreement or a superior bid at any auction; (c) assume and assign to the buyer of the Stalking Horse Assets the executory contracts and unexpired leases identified in the Bidding Procedures Motion (or such executory contract and unexpired leases as may be subsequently identified in accordance with the terms of the Stalking Horse Agreement); and (d) enter into the DIP Financing.

7. Except as otherwise indicated, all statements in this Declaration are based on (a) my personal knowledge, (b) information supplied to me by members of the Debtor's management team, members of the non-debtor affiliates' management teams, the Debtor's professionals or non-debtor affiliates' professionals, (c) my review of relevant documents and/or

[2] Capitalized terms used herein but not otherwise defined have the meanings given to them in the Bidding Procedures Motion or the DIP Financing Motion.

(d) my opinions, experience and knowledge of the Debtor's operations and financial conditions. I am over the age of 18 years and authorized to submit this Declaration. If I were called upon to testify, I could and would competently testify to the facts set forth herein.

The Sale of the Debtor's Assets Through A Chapter 11 Process

8. In 2025, the Debtor, with my assistance, commenced a comprehensive assessment of strategic restructuring alternatives to address mounting talc-related litigation defense costs and jury verdicts and stabilize operations. Furthermore, I evaluated the financial and operational performance of the Debtor and assisted in developing a comprehensive business plan. Based on my review of the Debtor's financial condition, I concluded that although the Debtor was cash-flow positive absent the growing costs of the talc-related litigation, the Debtor's operating revenues would not be able sustain the mounting talc litigation costs and expenses. Furthermore, I concluded that the Debtor would be unable to obtain the capital required to grow and improve the business so long as it continued to be involved in the talc-related litigation. To assist me with further evaluating the Debtor's financial and operational condition and develop and execute on restructuring alternatives, the Debtor retained Greenhill & Co. ("Greenhill") as its investment banker in August 2025 to advise the Debtor regarding and help the Debtor pursue potential strategic restructuring alternatives.

9. Based upon early feedback from Greenhill and the Debtor's other professionals and my assessment of the Debtor's operational and financial conditions, it became clear to me that the Debtor would likely maximize the value of its assets for the benefit of its estate and stakeholders by pursuing a court-approved sale of substantially all of its assets under section 363 of the Bankruptcy Code. Moreover, after consulting with Greenhill and the Debtor's other professionals, I determined that the Debtor would need approximately $15.0 million of

incremental capital to fund the sale and chapter 11 processes. As a result, the Debtor instructed Greenhill to conduct a marketing process for debtor-in-possession ("DIP") financing and the sale of the Debtor's assets under section 363 of the Bankruptcy Code.

10. During the over three-month sale and financing marketing processes, I and the Debtor's board worked closely with Greenhill and the Debtor's other professionals to ensure the Debtor would receive the highest and best offer for substantially all of the Debtor's assets and the best terms for DIP financing. Greenhill has kept, and continues to keep, me and the board apprised of the ongoing sale and DIP financing processes. Among other things, Greenhill has provided summaries and analyses of bids received during the sale process. I have maintained constant communication with Greenhill's representatives and have been kept well informed and involved with respect to the financing and sale processes.

11. Greenhill advised me and the Board that it received late last year three proposals for DIP financing and eight bids for the Debtor's assets, four of which were for substantially all the Debtors' assets along with certain related assets owned by non-debtor affiliate (the "Non-Debtor Assets"). I understand from Greenhill that one of those all-asset-bids was later withdrawn. After conferring with Greenhill and the Debtor's other advisors about all of the sale bids, I concluded that the Debtor will likely receive materially more for its own assets if it could package them with the Non-Debtor Assets. As a result, the Debtor commenced parallel processes to acquire the Non-Debtor Assets and pursue stalking horse agreements with the three all-asset-bidders.[3] One of those bidders declined to serve as a stalking horse and, thus, the Debtor focused on negotiating with the terms of an all-asset sale with the other two.

[3] The Special Committee of the Debtor's board reached a settlement agreement with the Debtor's non-debtor affiliates, pursuant to which the Debtor's would acquire the Non-Debtor Assets. I understand that the

12. After conferring with Greenhill and the Debtor's other advisors about all of the DIP financing proposals, I concluded that the Debtor would likely get materially better DIP financing terms from whoever the Debtor selected as a stalking horse bidder than from a standalone DIP financing provider. Accordingly, the Debtor focused on negotiating DIP financing terms with the two potential all-asset stalking horse bidders in connection with the sale negotiations.

13. As the negotiations progressed, Greenhill reported to me and the board that the Stalking Horse Bidder's initial bid provided materially better terms for the Debtor than the other bidder's initial bid, as well as all other bids that Greenhill had received to date. Accordingly, the Debtor focused its efforts in January and early February on negotiating the terms of the sale of its assets and the DIP financing with the Stalking Horse Bidder.

14. However, in February, Greenhill reported to me that the other bidder made a superior bid to the Stalking Horse Bidder's existing bid. After conferring with Greenhill and the Debtor's other professionals, I instructed Greenhill to obtain last and final pre-bankruptcy bids from the Stalking Horse Bidder and the other bidder by February 11.

15. After conferring with Greenhill, the Debtor's other professionals and me, the Debtor's board selected the Stalking Horse Bidder as the stalking horse and decided to finalize the terms of the Stalking Horse Agreement and the DIP Financing in the days leading up to the bankruptcy filing. Based on Greenhill's analysis of the Stalking Horse Agreement, the DIP Financing and other factors, the board and I determined, after consultation with Greenhill and the Debtor's other professionals, that pursuing the DIP Financing and the sale transaction for the

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Special Committee will be seeking the Court's approval of that settlement in a contemporaneously filed motion.

Stalking Horse Assets described in the Bidding Procedures Motion would maximize the value of the Assets and is in the best interests of the Debtor's estates.

The Bid Protections

16. While Greenhill advised the board and me that the Stalking Horse Agreement is the highest and best stalking horse offer for the Stalking Horse Assets, we determined, in consultation with Greenhill and the Debtor's other professionals, that the Debtor should provide a final opportunity for interested parties to bid on the Stalking Horse Assets.

17. In order to facilitate a final market test of the Stalking Horse Assets without losing the right to close under the Stalking Horse Agreement, the Debtor needed the Stalking Horse Bidder to agree to serve as a stalking horse for a competitive bidding process. The Stalking Horse Bidder would only agree to serve as a stalking horse if the Debtor agree to pay the $2,000,000 break-up fee and reimburse up to $1,000,000 expense reimbursement (collectively, the "Bid Protections") in the event the Debtor terminates the Stalking Horse Agreement. Thus, the board authorized the Debtor to agree to the Bid Protections in the Stalking Horse Agreement.

18. The Debtor does not intend to terminate the Stalking Horse Agreement unless the Debtor receives an Alternative Bid with additional consideration in excess of the Bid Protections. Because the Bid Protections allow the Debtor to perform a final market test without diminishing the value of the Debtor's estate, the Debtor determined, after consultation with Greenhill and the Debtor's other professionals, that agreeing to provide the Bid Protections would maximize the value of the Assets and is in the best interest of the Debtor's estate.

Assignment and Assumption of Related Executory Contracts and Unexpired Leases

19. During the negotiations of the Stalking Horse Agreement, I understand that the Stalking Horse Bidder identified certain executory contracts and unexpired leases associated with the Stalking Horse Assets (the "Executory Contracts") that it wanted the Debtor to assume and assign to the Stalking Horse Bidder. The Stalking Horse Bidder was unwilling to enter into the Stalking Horse Agreement without the Debtor's agreeing to assume and assign the Executory Contracts. Moreover, the Stalking Horse Bidder agreed to pay cure costs, if any, up to $1,000,000. As a result and because the Debtor determined that pursuing the sale transaction for the Stalking Horse Assets described in the Bidding Procedures Motion would maximize the value of the Stalking Horse Assets and is in the best interests of the Debtor's estate, the Debtor determined, after consultation with Greenhill and the Debtor's other professionals, that assuming and assigning the Executory Contracts was also in the best interests of the Debtor's estate. I estimate that this cost will be well below the $1.0 million threshold.

Immediate Approval of the DIP Financing Is Necessary

20. In my judgment, based on consultations with Greenhill and the Debtor's other professionals, the requested DIP Financing is necessary for the Debtor to continue its day-to-day operations, adequately fund this Chapter 11 Case and complete its ongoing sale process. Absent the ability to immediately draw the interim amount under the DIP Financing, the Debtor would lack sufficient funds to maintain its operations, fund payroll and continue to operate as a going concern.

21. On February 15, 2026, the Debtor had approximately $1.3 million of liquidity. Based on the significant disbursements anticipated to be made during the first couple of weeks following the Petition Date, the Debtor would face a liquidity deficit of $6.1 million by

mid-April. Absent immediate approval of the Debtor's accessing the interim amount under the DIP Financing, the Debtor would lack sufficient funds to operate its business during weeks preceding a hearing for approving the DIP Financing on a final basis.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: February 16, 2026
Syracuse, New York

/s/ Dean A. Vomero
Dean A. Vomero
Chief Restructuring Officer
Vanderbilt Minerals, LLC