Docket #0205 Date Filed: 03/19/2026

So Ordered.

Signed this 19 day of March, 2026.

Wendy A. Kinsella

Wendy A. Kinsella
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

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

FINAL ORDER AUTHORIZING THE DEBTOR TO PAY PREPETITION CLAIMS OF CERTAIN CRITICAL VENDORS, LIEN CLAIMANTS AND 503(B)(9) CLAIMANTS

Upon the *Motion of the Debtor and Debtor in Possession for Authorization to Pay Prepetition Claims of Certain Critical Vendors, Lien Claimants and 503(b)(9) Claimants* (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 entered the first interim order [Docket No. 43] and

[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.

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

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the second interim order [Docket No. 94]; 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 required, to pay, in its sole discretion and in the ordinary course of its business without further order of this Court, Critical Vendor Claims, Lien Claims and 503(b)(9) Claims, provided that such payments are made in accordance with the Approved Budget (as defined in the DIP Financing Motion) and shall not exceed the aggregate amounts set forth in the chart below unless otherwise or further ordered by the Court:

Claim Category	Final Amounts

Critical Vendor Claims	$425,000
Lien Claims	$75,000
503(b)(9) Claims	$200,000
Total Claims	**$700,000**

3. The Debtor is authorized, but not directed, to enter into written agreements (email being sufficient) ("Trade Agreements") with the Vendors providing that such Vendors will (i) continue the parties' existing business relationship; (ii) continue other business terms on a postpetition basis consistent with past practices, including the pricing of goods and services and the provision of equivalent levels of service, on terms at least as favorable as those extended in the normal course prior to the Petition Date; and (iii) release to the Debtor goods or other assets of the Debtor in the Vendor's possession (collectively, the "Customary Trade Terms").

4. The Debtor is authorized, but not directed, to enter into Trade Agreements with the Vendors, including, without limitation, on the following terms:

i. The amount of the Vendor's estimated prepetition claim, after accounting for any setoffs, other credits and discounts thereto, shall be as mutually determined in good faith by the Vendor and the Debtor (but such amount shall be used only for purposes of this Order and shall not be deemed a claim allowed by the Court, and the rights of all parties in interest to object to such claim shall be fully preserved until further order of the Court);

ii. The amount and timing of any payment agreed to be paid in satisfaction of such estimated prepetition claim by the Debtor, subject to the terms and conditions set forth in this Order and in accordance with the Approved Budget;

iii. The Vendor's agreement to provide goods and services to the Debtor based upon the Customary Trade Terms (including, but not limited to, credit limits, pricing, cash discounts, timing of payments, allowances, rebates, normal product mix and availability, and other applicable terms and programs), or such other trade terms as are agreed to by the Debtor and the Vendor, and the Debtor's agreement to pay the Vendor in accordance with such terms;

iv. The Vendor's agreement not to file or otherwise assert against any of the Debtor, its estate or any of its respective assets or property (real or personal) any lien (regardless of the statute or other legal authority upon which such lien is asserted) related in any way to any remaining prepetition amounts allegedly owed to the Vendor by the Debtor arising from goods and services provided to the Debtor prior to the Petition Date, and that, to the extent that the Vendor has previously obtained such a lien, the Vendor shall immediately take all necessary actions to release such lien;

v. The Vendor's acknowledgment that it has reviewed the terms and provisions of the Order and consents to be bound thereby;

vi. The Vendor's agreement that it will not separately assert or otherwise seek payment of any reclamation claims; and

vii. If a Vendor that has received payment of a prepetition claim subsequently refuses to provide goods and services to the Debtor on Customary Trade Terms or such other trade terms as are agreed to by the Debtor and the Vendor, then, without the need for any further order of the Court, any payments received by the Vendor on account of such prepetition claim shall be deemed to have been in payment of any then outstanding postpetition obligations owed to such Vendor. The Debtor shall have the authority to file a motion to compel such Vendor to immediately repay to the Debtor any payments received on account of its prepetition claim to the extent that the aggregate amount of such payments exceed the postpetition obligations then outstanding to such Vendor, without the right of setoff, recoupment or reclamation. If the Court orders such Vendor to repay any such prepetition amounts, the Vendor's claim shall be reinstated as a prepetition claim in this Chapter 11 Case subject to the terms of any bar date order entered in this Chapter 11 Case.

5. 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 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 Order without any duty of further inquiry and without liability for following the Debtor's instructions.

6. Nothing in the Motion or this Order, nor the Debtor's payment of claims pursuant to this Order, shall be deemed or construed as (i) an admission as to the validity of any claim against the Debtor; (ii) a waiver of the Debtor's right to dispute any claim on any grounds; (iii) a promise to pay any claim or (iv) a request to assume any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code.

7. The Debtor shall employ best efforts to coordinate with the Office of the United States Trustee to provide information regarding the Critical Vendors in the manner discussed on the record at the February 25, 2026 hearing and will work in good faith with the Office of the United States Trustee to resolve any confidentiality concerns related thereto.

8. Nothing in this Order shall be construed as requiring the Debtor to make a payment to a particular creditor or claimant.

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

10. This 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.

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

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

13. The Debtor may seek further relief related to the obligations discussed in the Motion.

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