Docket #0541 Date Filed: 05/05/2026

IN THE 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]	:	

DEBTOR'S (I) REPLY IN SUPPORT OF THE SALE MOTION AND (II) OMNIBUS RESPONSE TO OBJECTIONS TO THE SALE, SALE ORDER, AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

The debtor and debtor in possession in the above captioned case (the "***Debtor***") hereby submits this (i) reply (this "***Reply***") in support of the *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* [Docket No. 16] (the "***Motion***") and (ii) omnibus response to (1) the *Objection of the Official Committee of Unsecured Creditors to 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,*

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

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(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 [Docket No. 488] (the "***Objection***") filed by the Official Committee of Unsecured Creditors (the "***Committee***")[2], and (2) certain limited objections to the Sale Order (as defined below) and the assumption and assignment of executory contracts and unexpired leases (collectively, the "***Additional Objections***"), which are listed on the summary chart attached hereto as **Exhibit A** (the "***Summary Chart***").[3] In support of this Reply and in further support of the proposed *Order: (I) Authorizing and Approving the Sale of Substantially All of Debtor's Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances, (II) Approving Assumption and Assignment of Certain Executory Contracts and*

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[2] Additional objections to the Motion were filed prior to entry of the Bidding Procedures Order by (i) certain law firms who respectively represent individuals and estates that have claims against the Debtor for personal injury and/or wrongful death related to the Debtor's talc products [Docket No. 113]; (ii) the Office of the United States Trustee (the "***US Trustee***") [Docket No. 121], and (iii) the Committee [Docket No. 162] (collectively, the "***Prior Sale Objections***"). The Prior Sale Objections were substantially focused on the Bidding Procedures and were overruled or mooted by entry of the Bidding Procedures Order.

The Prior Sale Objections also expressed a concern about the inclusion of insurance policies and avoidance actions in the sale. The Buyer's bid is in the process of being formalized through an asset purchase agreement between the Debtor and the Buyer (the "**Asset Purchase Agreement**"), which does not include any insurance policies with coverage for claims made or occurrences prior to January 1, 2013 (*see* Asset Purchase Agreement § 2.2(b)(xiii)) and the Buyer only seeks to purchase non-insider avoidance actions against third parties who have a commercial relationship with the Debtor's operating business (*see* Asset Purchase Agreement § 2.1(b)(xiv)). For the avoidance of doubt, the Asset Purchase Agreement reflects the amendments in the *Amendment No. 2 to the Asset Purchase Agreement* [Docket No. 194], Exhibit A).

[3] The Debtor has resolved or believes that it will resolve the Additional Objections prior to the Sale Hearing. Accordingly, this Reply focuses on the Committee's Objection. The Additional Objections are further described in the section below titled "Additional Objections" and in the Summary Chart.

Unexpired Leases, and (III) Granting Related Relief (the "***Sale Order***")[4] authorizing the sale of substantially all of the Debtor's assets (the "***Assets***")[5] on the terms and conditions set forth therein (the "***Sale***"),[6] the Debtor respectfully states as follows:

PRELIMINARY STATEMENT

1. Though this case was filed less than three months ago, it is at an inflection point. Since the Petition Date, the Debtor has obtained entry of the Bidding Procedures Order establishing the framework for a competitive sale process, secured DIP Financing (on an interim basis), and obtained this Court's approval of a settlement (the "***Settlement***" and, such order, the "***Settlement Order***") between the Debtor, on the one hand, and R.T. Vanderbilt Holding Co., Inc. ("***Holdings***") and certain of its non-debtor affiliates, on the other hand, that resolves complex disputes between the Debtor and Holdings and provides the Debtor with the Settlement Assets, which are crucial to the Sale. The Debtor now stands on the threshold of consummating a Sale that will, among other things, preserve jobs, generate meaningful value for the Debtor's estate and its creditors, and enable the Debtor to focus on resolving its tort liabilities through a consensual plan.

2. Overlooking the substantial benefits the Sale will bring to the estate, the Committee asks this Court not to approve the Sale, which will derail the Chapter 11 Case and deplete limited estate resources. In its Objection, the Committee attempts to frame the Sale as a scheme orchestrated by Holdings and Commodore Materials, LLC ("***Commodore***") to secure non-

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[4] The proposed Sale Order is being filed concurrently herewith.

[5] For the avoidance of doubt, "Assets" includes substantially all the Debtor's assets and the Settlement Assets.

[6] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Sale Order or the auction and bidding procedures (the "***Bidding Procedures***"), which are attached as Exhibit 1 to the *Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtor's Assets, (II) Authorizing the Debtor to Enter Into the Stalking Horse Agreement and to Provide Bidding Protections Thereunder, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof and (VI) Granting Related Relief* [Docket No. 244] (the "***Bidding Procedures Order***"), as applicable.

consensual third-party releases at the expense of tort victims. This aligns with the Committee's overarching and persistent narrative that this Chapter 11 Case is tainted.

3. But this characterization is at odds with the record and the evidence. The proposed Sale is a legitimate, value-maximizing transaction that is the result of months of extensive prepetition and postpetition marketing by Greenhill & Co. ("***Greenhill***"), the Debtor's investment banker, and a transparent and competitive bidding process, with the Committee's own advisors designated as Consultation Parties.[7] The byproduct of the Debtor's efforts was a successful auction, where Riverspan Partners, LP ("***Riverspan***") was selected as the winning bidder (the "***Successful Bidder***"), and Commodore was designated the back-up bidder (the "***Back-Up Bidder***"), for a final purchase price of $64,000,000, an increase of $14,000,000 from the Stalking Horse Bid's baseline purchase price. Supplemental Mendelsohn Decl. ¶ 28; Supplemental Vomero Decl. ¶ 9. As used herein, the "***Buyer***" refers to the Successful Bidder or, if the Successful Bidder fails to close, the Back-Up Bidder, as applicable.

4. At the heart of the Objection lies the Committee's disagreement with the Settlement, not the Sale. The Court has already considered and rejected the Committee's objection to the Settlement after full briefing and argument. The Committee's attempt to relitigate the Settlement through the Objection should be foreclosed. Having secured approval of the Settlement, consummating the Sale is the logical next step in maximizing value for the estate.

[7] The Consultation Parties include the legal and financial advisors for the Committee, the legal and financial advisors for the DIP Lender, and the legal advisors for the United Steelworkers (each a "***Consultation Party***").

5. For the reasons set forth herein and as evidenced by the Sale Declarations,[8] the Objection and the Additional Objections should be overruled and the Sale Order entered.

REPLY

A. THE SALE SATISFIES THE BUSINESS JUSTIFICATION STANDARD FOR APPROVAL UNDER SECTION 363(B)

1. *The Debtor Has Provided a Sound Business Justification for the Sale*

6. Under section 363(b) of the Bankruptcy Code, the Debtor carries the burden of demonstrating the proposed Sale will aid the Debtor's reorganization. *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983) ("[A] a debtor applying under § 363(b) carries the burden of demonstrating that a use, sale or lease out of the ordinary course of business will aid the debtor's reorganization[.]"). This standard does not require the Debtor to prove its transaction is the only conceivable path forward, or that every element of the Sale satisfies the Committee's preferences. Rather, "[w]here the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor's conduct." *Comm. of Asbestos-Related Litigants v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (internal citation omitted); *see also In re MF Glob. Inc.*, 467 B.R. 726, 730 (Bankr. S.D.N.Y. 2012) ("If a valid business justification exists, then a strong presumption follows that the agreement at issue was negotiated in good faith and is in the best interests of the estate; the burden of rebutting that presumption falls to parties opposing the transaction.") (internal citation omitted).

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[8] The "***Sale Declarations***" include: (a) the *Supplemental Declaration of Dean Vomero in Support of the Debtor's (1) Opposition to the Committee's Motion to Stay the Settlement Order Pending Appeal and (2) Sale Motion* [Docket No. 537] (the "***Supplemental Vomero Declaration***") and (b) the *Supplemental Declaration of Eric Mendelsohn in Support of Sale Motion* (the "***Supplemental Mendelsohn Declaration***"), filed concurrently herewith. The Debtor anticipates the Buyer will file a separate declaration in support of the Sale and Sale Order in advance of the hearing.

7. The business judgment standard applied by courts presumes that "the court will not second guess the business judgment of a debtor's board in making a business decision, provided that the directors of a corporation acted on an informed basis, in good faith, and in the honest belief that the action taken was in the best interests of the company" *In re Nine W. Holdings, Inc.*, 588 B.R. 678, 699 (Bankr. S.D.N.Y. 2018). Here, the decision to conduct the sale process and pursue the Sale with the Buyer was an appropriate exercise of the Debtor's sound business judgment, providing greater benefits to the Debtor, its estate, and its creditors than any known alternative transaction for the Assets. Supplemental Mendelsohn Decl. ¶ 29.

8. The Committee's reliance on *In re Flour City Bagels, LLC*, 557 B.R. 53 (Bankr. W.D.N.Y. 2016), to argue the proposed Sale must instead be evaluated under a heightened scrutiny standard is misplaced. In *Flour City Bagels*, the court applied heightened scrutiny to the fairness of the transaction's value because the sale was *to* an insider of the debtor. *Id.* at 78. That concern is simply not present here. Here, neither the Successful Bidder nor the Back-Up Bidder are insiders of the Debtor. The Buyer is an independent third party that submitted a bid through a competitive, court-supervised sale process, participated in the Auction, and prevailed as the highest and otherwise best bidder. There is no allegation that the Buyer had any pre-existing relationship with the Debtor that would give rise to the concerns underlying the heightened scrutiny standard. Because the Buyer is not an insider, the less stringent ordinary business judgment standard applies. *In re Nine W. Holdings, Inc.*, 588 B.R. 678, 699 (Bankr. S.D.N.Y. 2018); *see also In re Lionel Corp.*, 722 F.2d at 1071.

9. The Committee attempts to undercut the Debtor's business justification by relitigating issues already considered and rejected by this Court in the context of the Settlement. The Settlement and the Sale are distinct transactions that serve different purposes, and the Sale should be examined without reference to the underlying validity of the Settlement. Moreover, the

Successful Bidder was not involved in the Settlement. Rather than argue the Sale serves no benefit to the estate, the Committee repurposes old arguments that the Sale is aimed at "[s]ecuring a release that bars plaintiffs from pursing claims against [Holdings] outside of bankruptcy." Objection ¶ 38. In doing so, the Committee overlooks the clear benefits the Sale provides.

10. Here, the justifications for the Sale are compelling as the Sale will maximize the value of the Debtor's assets for the benefit of all parties in interest. The Sale represents the highest and otherwise best offer for the Assets and is the result of a robust and diligent sale process, which began in November 2025 and continued through the Court-approved sale process. Ultimately, the sale process resulted in two actionable bids for the Assets: (i) the Stalking Horse Bid submitted by Commodore and (ii) the bid submitted by Riverspan. Additionally, the Debtor received one Partial Bid submitted by Titan Mining Corporation ("***Titan***"). Consistent with their fiduciary duties and in compliance with the Bidding Procedures, the Debtor reviewed the bids, engaged with the Consultation Parties (including the Committee), and conducted the Auction. The fundamental purpose of maximizing estate value has guided the Debtor's sale process from its inception and is a typical justification supporting a sale under section 363 of the Bankruptcy Code.[9]

11. The Sale not only maximizes the value of the Assets but also allows the business to continue as a going concern under new ownership, providing continuity with customers, suppliers, and a skilled workforce. In particular, the Sale preserves jobs and honors the Debtor's labor obligations. The Buyer has agreed to offer employment to substantially all the Debtor's employees and to assume the Debtor's collective bargaining agreements, obligations that serve the interests

[9] *See In re Lordstown Motors Corp.*, 23-10831(MFW) (Bankr. D. Del. June 27, 2023) [Docket No. 16] ("[T]he marketing process, Bidding Procedures, and other matters contemplated herein will promote an open, fair, and productive sale process in which interested parties will have the opportunity to submit proposals and bid on the assets in a manner that maximizes value for all stakeholders.").

of workers and the community and that otherwise would be lost in a liquidation. Asset Purchase Agreement § 2.1.

12. An orderly but expeditious Sale is critical to preserving the estate's going-concern value and avoids the value destruction of a protracted bankruptcy proceeding. Supplemental Vomero Decl. ¶ 11. The Committee asks this Court to halt the Sale and require the Debtor "to conduct a new sale process that is divorced from the procurement of an insider release." Objection ¶ 40. This request should be rejected. A new sale process would require months of additional time, time the Debtor does not have. The Debtor's existing DIP Financing is limited and subject to strict milestones that govern the Debtor's ability to fund operations and administer this case. Motion ¶ 12; Mendelsohn Decl. ¶ 40. The DIP Financing does not contemplate drawn out litigation or another sale process, and absent the consummation of the Sale, the Debtor will not have sufficient funds to administer the Chapter 11 Case. Further, the Committee has identified no concrete defect in the Bidding Procedures themselves (which this Court has already approved) that would justify the extraordinary step of starting over. Courts have consistently recognized that "the overarching objective of sales in bankruptcy [is] to maximize value to the estate," *In re Metaldyne Corp.*, 409 B.R. 661, 667–68 (Bankr. S.D.N.Y. 2009), and that debtor's counsel has a "fiduciary duty to protect and maximize the estate's assets." *Burtch v. Ganz (In re Mushroom Transp. Co., Inc.)*, 382 F.3d 325, 339 (3d Cir. 2004). A new sale process will inevitably decrease the value of the Assets, further reduce the liquidity of the Debtor, and drive up this Chapter 11 Case's administrative expenses, leaving the estate with a fraction of the value currently available from the Sale. Courts routinely recognize that the need to preserve going-concern value constitutes a sound business reason for a sale under section 363. *See, e.g., In re Gen. Motors Corp.*, 407 B.R. 463, 493–94 (Bankr. S.D.N.Y. 2009).

13. The Debtor has articulated sound business justifications for the proposed Sale. The Objection amounts to an overarching disagreement with the Debtor's overall approach to this Chapter 11 Case, not a cognizable legal objection to selling the Assets under section 363(b). And, moreover, the Committee's proposed path is not realistic or achievable as the Debtor does not expect to have access to additional DIP financing in the absence of the Sale.

2. *The Proposed Sale is Fair and Reasonable*

14. In a similar vein, the Committee argues that "[t]he Debtor has not shown that fair and reasonable consideration is being provided for the Debtor's assets." Objection ¶ 41. In making this argument however, the Committee concedes that "[i]t is generally accepted that the best indication of value is the behavior in the marketplace."[10] The Debtor agrees, and the result of the robust sale and auction process conducted by the Debtor demonstrates the estate is receiving fair and reasonable consideration for the Assets.

15. The Assets have been extensively marketed. Prior to the Petition Date, Greenhill conducted broad outreach to a wide range of strategic and financial buyers. Mendelsohn Decl. ¶¶ 19–25. That prepetition marketing process continued postpetition, consistent with the Bidding Procedures, resulting in a well-informed bidder universe prepared to transact on an expedited basis. Mendelsohn Decl. ¶¶ 30–31; Vomero Sale and Financing Decl. ¶¶ 10–11. The result was the Stalking Horse Bid of approximately $50 million, negotiated at arm's length and structured to set an appropriate floor. Approval of the Stalking Horse Bid was followed by a competitive Auction at which two additional third-party bidders with Qualified Bids participated. The Auction, and the marketing process more generally, yielded the highest or otherwise best offer available, which is evident by the increased purchase price for the Assets. *In re Chrysler, LLC*, 405 B.R. 84, 98

[10] *See* Objection ¶ 44 (citing *Bank of Am. Nat'l Trust & Sav. Ass'n v. 203 N. LaSalle St. P'ship*, 526 U.S. 434, 457 (1999)).

(Bankr. S.D.N.Y. 2009) (noting "the true test of value is the sale process itself"); *In re Granite Broad. Corp.*, 369 B.R. 120, 143 (Bankr. S.D.N.Y. 2007) (noting "there is no dispute that in many circumstances the best evidence of value is what a third party is willing to pay in an arm's length transaction"). By the Committee's own stated standard, the Debtor has demonstrated fair and reasonable consideration.

16. Notwithstanding, the Committee contends that the marketplace cannot provide a true indication of value because no party submitted a bid for the Assets divorced from the contribution of the Settlement Assets. Objection ¶ 45 (Dkt. No. 488 at 19). The Committee speculates that the absence of standalone bids must be attributable to Greenhill "signal[ing] to the market that only combined bids would be considered" or prior restructuring transactions forced the Debtor's hand. Objection ¶ 49. This argument fails for several reasons. First, the Bidding Procedures expressly permit bids for "any or all of the Stalking Horse Assets in a single bid from a single bidder or in multiple bids from multiple bidders." Bidding Procedures § I. The Bidding Procedures further contemplate that the Debtor will consider Partial Bids and bids for individual assets. Bidding Procedures § VI.A.4. No party was precluded from bidding on the Original Assets alone. Indeed, the Debtor received a bid from a prospective purchaser—Titan—related to certain parcels of real property. The absence of additional standalone bids reflects the economic reality of the Debtor's integrated business, not a tainted process.[11] It is precisely this economic interdependence that makes the sale of the combined Assets the value-maximizing path. The fact that only one buyer chose to bid on a fragmented asset package does not demonstrate process failure; it demonstrates that the combined sale structure maximizes value.

[11] The VEEGUM processing facility, a critical revenue-generating asset, is owned by Vanderbilt Chemicals, LLC ("***Chemicals***"), and has been part of the Debtor's supply chain for over a decade. Objection ¶¶ 17–20. The Committee itself acknowledges that any standalone buyer would need separate agreements with Holdings and Chemicals. *Id.*

17. The Committee has not demonstrated that the consideration is unfair or unreasonable. On the contrary, the consideration was tested through the most reliable mechanism available: an open, competitive, court-supervised sale process that resulted in a competitive Auction which Committee professionals attended and were consulted in accordance with the consultation rights afforded to the Committee under the Bidding Procedures Order. Supplemental Mendelsohn Decl. ¶¶ 18-20. As the marketplace is the best indicator of the value of the Assets, the Debtor has met its burden that the proposed Sale is fair and reasonable.

B. THE SALE SATISFIES THE GOOD FAITH STANDARD UNDER SECTION 363(M)

18. The Committee argues that the proposed Sale cannot satisfy the good faith standard under section 363(m) of the Bankruptcy Code. This argument is without merit. Section 363(m) protects a good faith purchaser by providing that a sale, once consummated, cannot be reversed or modified on appeal unless the purchaser fails to act in good faith. 11 U.S.C. § 363(m). To establish good faith, the sale must be negotiated at arm's length, free from fraud or collusion, and the purchaser must pay fair value without notice of adverse claims. *Licensing by Paolo, Inc. v. Sinatra (In re Gucci)*, 126 F.3d 380, 390 (2d Cir. 1997). As set forth below, the proposed Sale satisfies each element of the good faith standard.

1. *The Sale is a Product of Transparent, Arm's Length Negotiations*

19. The Committee argues the Debtor cannot show fair value because the marketing process was "tainted" in that it was "designed to deliver the insider releases" (i.e., the marketing process led to the selection of a Stalking Horse Bid contingent upon the Court's approval of the Settlement). Objection ¶ 51. According to the Committee, "process is not a fair indication of value when the process is tainted." *Id*.

20. In support of this argument, the Committee analogizes to *In re Abbotts Dairies of Pa., Inc.*, 788 F.2d 143 (3d Cir. 1986), in which the Third Circuit reversed the bankruptcy court's approval of a sale because the debtor's CEO had an undisclosed side agreement with the purchaser. Objection ¶¶ 52–56. In *Abbotts Dairies*, the taint was an "informal" and undisclosed agreement between the purchaser and the debtor's CEO under which the latter would retain his position at his current salary for five years and be "relieve[d] from personal liability on several of [the debtor's] obligations" if the purchaser prevailed. 788 F.2d at 145. The debtor did not disclose this arrangement when it provided notice of the sale and it did not occur to the debtor that this asymmetric sharing of information with the purchaser, compared to other bidders, might chill bidding for the debtor's assets. *Id*. at 146. The Third Circuit reversed because the bankruptcy court had failed to make a factual finding on whether the undisclosed arrangement constituted bad faith. *Id*. at 151.

21. First, the Committee's analogy to *Abbotts Diaries* is inapposite. Every element of the Settlement, including its terms and the relationships involved, has been fully disclosed to this Court and to all parties in interest (including the Committee) from the outset of this case. There is no undisclosed side agreement or lack of transparency present in this Chapter 11 Case. Indeed, the Court has approved the Settlement as being fair and reasonable based on a robust record and after due deliberation.

22. Second, the Committee's contention that the marketing process was "tainted" ignores the open architecture of the Bidding Procedures. As discussed above, the Bidding Procedures expressly permitted bids for any individual asset or any combination of assets, including Partial Bids. Bidding Procedures §§ I, VI.A.4. Far from chilling the process, the Bidding Procedures were specifically designed to promote transparency, good faith and fairness throughout the entire sale process and to provide an appropriate framework for the Debtor to review, analyze

and compare bids for the Assets and to engage with bidders on an arm's-length basis to work to improve the quality of their bids for the benefit of all parties in interest.

23. The Committee concedes, as it must, that "[g]enerally speaking, an auction may be sufficient to establish that one has paid 'value' for the assets of a bankrupt." Objection ¶ 55 (quoting *Abbotts Dairies*, 788 F.2d at 149). Two third-party bidders submitted Qualified Bids, the Auction was conducted and a competitive bidding process occurred. The Committee has identified no undisclosed agreement, no fraud, and no collusion to show that the sale process was indeed tainted. The Committee, in fact, attended the Auction, and witnessed firsthand the competitive bidding that occurred.

2. *The Buyer Has Demonstrated Good Faith*

24. The Second Circuit has defined the good faith standard under section 363(m) as prohibiting "fraudulent, collusive actions specifically intended to affect the sale price or control the outcome of the sale." *In re Gucci*, 126 F.3d 380, 390–91 (2d Cir. 1997); *see also Kabro Assocs. of W. Islip, LLC v. Colony Hill Assocs. (In re Colony Hill Assocs.)*, 111 F.3d 269, 276 (2d Cir. 1997) ("The 'good faith' component of the test under § 363(m) speaks to the equity of [the bidder's] conduct in the course of the sale proceedings."). A purchaser acts in good faith when it negotiates at arm's length, does not engage in fraud or collusion, complies with court-approved procedures, and pays fair consideration. *In re Colony Hill Assocs.*, 111 F.3d at 276 ("the misconduct that would destroy a purchaser's good faith status at a judicial sale involves fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders").

25. Aside from the baseless allegations contained in the Objection, the record contains no evidence of fraud, collusion, or any attempt to take unfair advantage of other bidders. At all times, the Successful Bidder and the Back-Up Bidder negotiated with the Debtor on an arm's-

length basis in a transparent, competitive, and court-approved sale process. Supplemental Mendelsohn Decl. ¶ 30. The Buyer's winning bid represents the highest and otherwise best offer for the Assets and is the result of robust negotiations between sophisticated parties and their advisors and a competitive auction process.

26. Moreover, the Committee's assertion that bad faith arises because of the Back-Up Bidder's interest in a post-closing commercial relationship with Holdings is misplaced.[12] A purchaser's desire that a contractual counterparty remains financially viable is a legitimate commercial motivation, not evidence of fraud or collusion. Every bidder in every transaction has commercial interests that inform its willingness to bid. For example, in its role as Stalking Horse Bidder, Commodore's candid acknowledgment that it values the continuation of Holdings as a going concern, including because of "all the post-closing agreements" between the parties, is evidence of transparency, not bad faith. Apr. 17, 2026, Hr'g Tr. at 86:13–19. There is nothing improper about a potential purchaser structuring an acquisition in a manner that protects its future commercial interests, particularly where, as here, the Buyer has subjected its bid to an open, competitive auction process.

27. Finally, the Committee contends that the Buyer cannot be considered a good faith purchaser to protect against the consequences of an unwinding of the Settlement, invoking the Second Circuit's ruling in *Gucci* for the proposition that an appeal placing good faith "at issue" cannot be mooted under section 363(m). Objection ¶ 60. This argument misstates the applicable law and is, in any event, premature. *Gucci* holds that an appeal is not mooted by section 363(m) to the extent that the appeal places good faith at issue. 126 F.3d at 389. *Gucci* does not hold that

[12] The Committee contends that Commodore cannot qualify as a good faith purchaser because Commodore "think[s] it's important that [the alter ego claims] be released" and is "concerned about the continuation of R.T. Vanderbilt if those claims proceed" due to the post-closing agreements between Commodore and Holdings. Objection ¶¶ 4–5, 11.

a sale must be denied because a future appeal might challenge good faith. To the contrary, *Gucci* presupposes that a sale goes forward and that the good faith determination can be evaluated on appeal if necessary. *Id*. The Committee's argument under *Gucci* is therefore not a basis for denying the Sale Order; it is, at most, a reservation of the Committee's appellate rights, of which the Committee is free to exercise.[13]

28. In light of the above, the Court should find that the Buyer is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code.

C. THE SALE CAN BE CONSUMMATED

29. Throughout its Objection, the Committee argues the Debtor cannot consummate the proposed Sale because the Settlement Assets will not transfer to the Debtor until the Settlement Order becomes "a final order, that has not been reversed, vacated, or stayed and as to which the time to appeal has expired and no appeal is then pending." Objection ¶¶ 34–35. Though the Committee is correct that the Settlement Assets will not transfer until the Settlement Order becomes a "final order," Holdings and the Debtor can waive this condition. In relevant part, the Settlement Agreement allows for amendment and/or waiver by a writing signed by all parties to the agreement. Asset Purchase Agreement § 4.1. Accordingly, the Settlement Assets can be transferred to the Debtor prior to the conclusion of the Committee's appeal of the Settlement Order. The Committee has presented no evidence that the parties are unable or unwilling to waive or modify these conditions if circumstances warrant nor has any party indicated an unwillingness to

[13] The Committee also cites *In re Energytec, Inc.*, 739 F.3d 215, 220 (5th Cir. 2013), for the proposition that a buyer who closes knowing there are contingent interests at stake "assumes the risk that section 363(m) will not bar later review." Objection ¶ 60 (Dkt. No. 488 at 23). The Committee's reliance on *Energytec* and *Paige v. Jubber (In re Paige),* 685 F.3d 1160, 1191 (10th Cir. 2012), is similarly misplaced. Those cases addressed the mootness of appeals in circumstances where the sale had already closed; they did not hold that the existence of contingent interests precludes a good faith finding in the first instance. Indeed, in *Energytec*, the Fifth Circuit acknowledged that the buyer assumed the risk that appellate review would not be foreclosed, but it did not hold that the buyer lacked good faith or that the sale should not have been approved. 739 F.3d at 220.

do so. To the contrary, Holdings has confirmed that it is prepared to waive the condition of having a final and non-appealable order before implementing the various transactions contemplated by the Settlement.[14] To the extent the "final order" requirement of the Settlement Agreement is waived, the Debtor agrees the risk of reversal of any releases if the Settlement is overturned on appeal is borne by Holdings, not the estate.

30. The implications of the Committee's consummation argument, if accepted, would require the Debtor to postpone the Sale indefinitely, while the Settlement Order works its way through the appellate process. This outcome would be catastrophic for the estate and for every constituency the Committee represents. The Committee offers no viable alternative path to value. It does not identify a superior transaction, a willing alternative buyer, or a source of funding that would sustain the Debtor's operations during a possible multi-year appellate process. The Committee's position amounts to a demand that the estate forgo a concrete, value-maximizing sale in favor of indefinite delay predicated on speculative appellate outcomes. Such delay would consume the estate's limited resources, erode asset values, and ultimately harm all stakeholders, including the very claimants the Committee represents.[15]

31. As discussed in the *Reply of the Debtor at the Sole Direction of the Independent Manager and Sole Member of the Independent Special Committee in Support of Motion for Entry*

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[14] *See R.T. Vanderbilt's Joinder to the Opposition of the Independent Manager and Sole Member of the Independent Special Committee to the Motion of the Official Committee of Unsecured Creditors for a Stay Pending Appeal* [Docket No. 535] ¶ 3.

[15] The Committee also contends that an appeal divests the lower court of jurisdiction regarding issues under appeal, and therefore this Court cannot approve a sale transaction that includes the Settlement Assets. Objection ¶¶ 8, 35-37 (citing *Griggs v. Provident Consumer Disc. Co*., 459 U.S. 56, 58 (1982); *In re Scopac,* 624 F.3d 274, 280 (5th Cir. 2010)). The possibility of protracted appellate litigation on the Settlement does not require this Court to halt all proceedings that touch upon the subject matter of the appeal, including the Sale. Bankruptcy courts routinely approve sales and other transactions while related orders remain subject to appeal. Indeed, section 363(m) of the Bankruptcy Code exists precisely to provide finality to good faith purchasers in the face of potential appellate challenges. 11 U.S.C. § 363(m); *In re Gucci*, 126 F.3d 380, 388 (2d Cir. 1997). If the Committee's argument were accepted, any objecting party could hold hostage a sale transaction indefinitely simply by announcing its intention to appeal.

of an Order (I) Approving the Global Settlement Between the Debtor and R.T. Vanderbilt Holding Co., Inc. and Certain of Its Subsidiaries; and (II) Granting Related Relief [Docket No. 359], courts have approved analogous structures, such as *In re Adelphia Commc'ns Corp.*, 327 B.R. 143, 160–63 (Bankr. S.D.N.Y), *adhered to on reconsideration*, 327 B.R. 175 (Bankr. S.D.N.Y. 2005), where the debtors sought and received court approval for a sale that depended on assets the debtor did not yet own. The legal structure is established, the Court has approved the Settlement, the conditions precedent related to the Settlement Order are waivable. Therefore, the Debtor can consummate the proposed Sale.

D. THE ASSETS MAY BE SOLD FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES UNDER SECTION 363(F)

1. *The Debtor Has Satisfied the Requirements to Sell Assets Free and Clear*

32. Bankruptcy Code section 363(f) authorizes a debtor to sell assets free and clear of all liens, claims, interests and encumbrances provided that one of the following conditions is met:

> (1) applicable non-bankruptcy law permits sale of such property free and clear of such interest[s];
>
> (2) such entity consents;
>
> (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
>
> (4) such interest is in bona fide dispute; or
>
> (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f). This provision is supplemented by Bankruptcy Code section 105(a), which provides that "[t]he Court may issue any order, process or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]." 11 U.S.C. § 105(a).

33. The Debtor has previously identified the specific statutory bases on which it relies. As set forth in the Motion, the Debtor anticipates satisfying section 363(f)(2) (consent) and section

363(f)(5) (entities that could be compelled to accept money satisfaction of their interests). Motion ¶ 49. With respect to section 363(f)(2), the DIP Lender is expected to consent to the Sale. *Id*. In addition, the Bidding Procedures Order expressly provides that any party who fails to file a timely Sale Objection "shall be forever barred from asserting . . . any Sale Objection to the relief requested in the Motion" and "shall be deemed to 'consent' to such sale for purposes of section 363(f) of the Bankruptcy Code." Bidding Procedures Order ¶ 23.

34. With respect to section 363(f)(5), the Debtor asserts that any putative lienholder or interest holder could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of its interest. Motion ¶ 49. The Second Circuit has broadly construed section 363(f)(5) to encompass interests that are amenable to monetary satisfaction, holding that it applies whenever a claimant could be compelled to accept money damages, including tort claimants whose claims are reducible to monetary judgments. *In re Chrysler LLC*, 576 F.3d 108, 118 (2d Cir. 2009), vacated on other grounds, 592 U.S. 958 (2010). In its Objection, the Committee does not identify any specific creditor whose interest cannot be satisfied under at least one of the five disjunctive conditions of section 363(f).

2. *The Debtor Has Satisfied Requirements to Sell the Assets Free and Clear of Successor Liability*

35. Moreover, and contrary to the Committee's position, sales under section 363(f) of the Bankruptcy Code permit a debtor to sell free and clear of all "interests" including successor liability. *In re Trans World Airlines, Inc.*, 322 F.3d 283, 292-93 (3d Cir. 2003); *In re K&D Indus. Servs. Holding Co., Inc.*, 602 B.R. 16, 29 (Bankr. E.D. Mich. 2019) ("If a sale of assets out of a bankruptcy estate cannot be made free and clear of a successor or alter ego liability claim, the value of such assets, and the price that a purchaser will pay for such assets, will be deeply depressed, thwarting the policies of the Bankruptcy Code."); *In re Old Carco LLC*, 538 B.R. 674,

682 n.6 (Bankr S.D.N.Y. 2015) ("[T]he potential chilling effect of allowing a tort claim subsequent to the sale would run counter to a core aim of the Bankruptcy Code, which is to maximize the value of the assets and thereby maximize potential recovery to the creditors."); *see also In re Catalina Sea Ranch, LLC*, No. 19-24467 (NWB), 2020 WL 1900308, at *14 (Bankr. C.D. Cal. Apr. 13, 2020) ("[A] sale free and clear of *all* interests in Debtor's property means a sale free and clear of successor liability.").

36. The successor liability findings in the proposed Sale Order are standard provisions that bankruptcy courts routinely include—and that the Second Circuit has routinely affirmed—in orders approving section 363 sales. *In re Chrysler LLC*, 576 F.3d 108, 118 (2d Cir. 2009), vacated on other grounds; *In re Motors Liquidation Co.*, 549 B.R. 607 (2016). The purpose of such findings is not to issue a free-standing declaratory judgment on an abstract legal question, but to define the scope of the relief being granted in the context of a concrete transaction pending before the Court. *In re Chrysler LLC*, 576 F.3d at 118 (affirming sale order containing similar protections). The Court is being asked to approve a specific sale of specific assets to a specific purchaser, and the findings describe the legal consequences of that approval. That is the adjudication of a live case or controversy, not an advisory opinion.[16] Importantly, the successor liability findings are a necessary component of the relief the Debtor is seeking. Indeed, the Buyer would not have entered the Asset Purchase Agreement absent the free-and-clear protections. Without those protections, the Debtor would lose its purchaser, and the estate would lose the value of the transaction.

[16] The Committee cites *Carney v. Adams*, 592 U.S. 53 (2020), for the proposition that Article III courts may not issue advisory opinions. Objection ¶ 67. But *Carney* addressed standing to bring a constitutional challenge, a question far removed from the entry of a sale order resolving a contested motion in an active bankruptcy case. There is no standing or ripeness issue here. The Debtor has moved for approval of the Sale, the Committee has objected, and the Court is called upon to determine the terms on which the Sale will be approved.

37. The Committee argues that the Sale Order cannot bind future claimants and that "due process precludes section 363(f) from discharging the successor liability claims of persons who did not receive adequate notice or opportunity to object to the asset sale." Objection ¶¶ 69–70.[17] The Debtor does not dispute that due process requires adequate notice and opportunity to be heard before a party's interests may be extinguished. *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950). The Debtor has undertaken extensive efforts to provide the best notice practicable under the circumstances. The Debtor served direct written notice on all known creditors and parties in interest, including all entities listed on the Debtor's schedules and all parties that have filed proofs of claim.[18] In addition, the Debtor caused publication notice to be made in *USA Today* (national edition), the *Hartford Courant*, the Gouverneur *Press Tribune*, and *Pit & Quarry*, publications selected to reach creditors and parties in interest not currently known to the Debtor, including potential claimants in the communities where the Debtor operates and in the industry the Debtor serves. Bidding Procedures Order ¶ 29; Bidding Procedures Order, Exhibit 2 (Sale Notice); *Affidavit of Publication of the Notice of Sale, Bidding Procedures, Auction, Sale Hearing and Other Deadlines Related Thereto* [Docket No. 296]. These notice procedures were approved by this Court and are reasonably calculated to reach a broad audience. *Mullane*, 339 U.S. at 314 (due process requires "notice reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action").

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[17] The Committee cites *In re Grumman Olson Industries, Inc.*, 467 B.R. 694, 706–07 (S.D.N.Y. 2012), and *Schwinn Cycling & Fitness Inc. v. Benonis*, 217 B.R. 790, 797 (N.D. Ill. 1997), for this proposition. Neither *Grumman Olson* nor *Schwinn* holds that a sale should be denied because of potential future claims. In both cases, the courts permitted the original sales to proceed, acknowledging the sale orders did not retroactively bar later-filed tort claims by plaintiffs who received no notice of the bankruptcy. *Grumman Olson*, 467 B.R. at 707; *Schwinn*, 217 B.R. at 797. These authorities stand for the proposition that a sale order's protections extend only to those who received constitutionally adequate notice, a feature common to virtually every section 363 sale involving potential mass tort exposure.

[18] *See,* e.g., *Certificate of Service* [Docket No. 84], *Certificate of Service* [Docket No. 104], *Certificate of Service* [Docket No. 151], *Certificate of Service* [Docket No. 454], and *Certificate of Service* [Docket No. 525].

38. Any due process concerns would affect only the enforceability of the Sale Order as to certain future claimants, if any, and does not provide a basis for denying the Sale itself. The Committee's argument is premised on the contention that a "future claimant" wouldn't be considered a "claim" under the Bankruptcy Code. However, individuals exposed to the Debtor's talc products (even if the individual hasn't manifested an injury) would constitute "claimants" under the definition articulated in *Jeld-Wen, Inc. v. Van Brunt (In re Grossman's Inc.)*, 607 F.3d 114, 121–25 (3d Cir. 2010) ("a "claim" arises when an individual is exposed pre-petition to a product or other conduct giving rise to an injury, which underlies a 'right to payment' under the Bankruptcy Code.")*; see also In re Johns-Manville Corp.*, 57 B.R. 680, 686-88 (Bankr. S.D.N.Y. 1986) (recognizing that Congress intended the "broadest possible definition" for the term "claim" precisely so that "all legal obligations of the debtor, no matter how remote or contingent, will be able to be dealt with in the bankruptcy case."). In this case, the universe of potential future claimants is inherently limited because the Debtor ceased talc production in 2008. First Day Decl. ¶¶ 34, 46. Accordingly, any claimants exposed to the Debtor's talc over seventeen years ago have had the opportunity to receive notice through the Debtor's comprehensive notice procedures. In any event, this Court cannot presuppose what may occur in the future, and the possibility of such contingent future claims does not provide a basis for denying the Sale.

39. To the extent the Court finds that the Sale satisfies section 363(f), the Buyer should be deemed to purchase the Assets free and clear of successor liability. The Debtor is not utilizing section 363(f) to cut off the Debtor's purported liability. As the Committee is aware, the Debtor will remain liable for alleged harm sustained by talc claimants from the Debtor's talc operations (if any) arising on or before the closing of the Sale. The purpose of a free and clear sale under section 363(f) would be frustrated if claimants could assert claims against the Buyer arising from the Debtor's pre-sale conduct.

E. THE REQUIREMENTS FOR WAIVING BANKRUPTCY RULE 6004(H) ARE SATISFIED

40. The proposed Sale Order should be effective immediately upon entry. Bankruptcy Rule 6004(h) grants the Court discretion to waive the automatic 14-day stay period. Fed. R. Bankr. P. 6004(h). Courts in the Second Circuit routinely grant such waivers where, as here, the Debtor demonstrates a business need for an expedited closing. *In re Borders Grp., Inc.,* 453 B.R. 477 (Bankr. S.D.N.Y. 2011) (recognizing stay could be reduced to allow the objecting party time to seek a stay pending appeal or eliminated if the need to proceed sooner outweighed the objecting party's interests).

41. Here, the Debtor's financial circumstances require an expedient closing. Delay would deplete the estate's liquidity, erode going-concern value, and increase administrative expenses. Courts have recognized that waiver is appropriate where "immediate closing is required to remedy the Debtors' precarious financial and business position." 10 Collier on Bankruptcy ¶ 6004.11; *see also In re Metaldyne Corp.*, 409 B.R. 671 (Bankr. S.D.N.Y.), *aff'd*, 421 B.R. 620 (S.D.N.Y. 2009) (granting waiver where debtor's business value was rapidly declining and DIP lenders were unwilling to fund the case beyond a short period).

ADDITIONAL OBJECTIONS

42. The Debtor is engaged in continuing discussions with several other objecting parties and is optimistic that they will reach a resolution of many of the Additional Objections prior to the Sale Hearing (to the extent not already resolved). The Debtor's resolution, or proposed resolution, to each of the Additional Objections is set forth on **Exhibit A**.

CONCLUSION

43. For the reasons set forth herein and in the Sale Declarations, the Debtor respectfully requests that the Court overrule the Objection, the Prior Sale Objections, and the Additional Objections and approve the Sale.

RESERVATION OF RIGHTS

44. The Debtor reserves all rights, claims and defenses, and specifically reserves all rights to object to any claim (including for the avoidance of doubt, Additional Objections notwithstanding the resolution of certain of these claims). Nothing contained herein is intended or shall be construed as (a) an admission as to the validity of any claim against the Debtor; (b) a waiver of the Debtor's or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtor; (c) a waiver of any claim or cause of action which may exist against any creditor or interest holder; or (d) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between the Debtor and any third party under section 365 of the Bankruptcy Code.

[*Remainder of the page intentionally blank.*]

Dated: May 5, 2026

Respectfully submitted,

/s/ Charles J. Sullivan

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Exhibit A

Additional Objections

SALE ORDER OBJECTIONS

OBJECTING PARTY [REFERENCE]	REQUEST	DEBTOR'S RESPONSE
	FORMAL OBJECTIONS	
Fidelity and Deposit Company of Maryland (Zurich) [Docket No. 484]	Fidelity requested the following language to be included in the proposed Sale Order: For purposes of this paragraph, the term "Surety" shall mean Fidelity and Deposit Company of Maryland and/or any of its affiliates or subsidiaries, including but not limited to Zurich North America and Zurich American Insurance Company. Surety has executed certain surety bonds (collectively, the "Existing Surety Bonds" and each individually, an "Existing Surety Bond") on behalf of the Debtor and non-Debtor affiliates. The Debtor and certain non-Debtor affiliates, as applicable, have entered, or are potentially otherwise liable under, certain indemnity agreements, amendments thereto, riders, and/or related agreements with the Surety (collectively, the "Existing Indemnity Agreements" and each, an "Existing Indemnity Agreement"). Nothing in any sale order, any asset purchase agreement or purchase and sale agreement, including, without limitation [the Commodore APA] or any document related to the Existing Surety Bonds and/or the Existing Indemnity Agreements shall be: (a) construed to authorize or permit the Debtors' assumption and/or assignment of any Existing Surety Bond or any Existing Indemnity Agreement without Surety's written consent or to obligate Surety to replace any Existing Surety Bond in connection with any Sale, or (b) deemed to (i) constitute the Surety's consent to the substitution of any principal under any Existing Surety Bond or Existing Indemnity Agreement, and no Buyer or Purchaser shall be deemed a substitute principal under any Existing Surety Bond or an indemnitor under any Existing Indemnity Agreement without Surety's written consent, or (ii) alter, limit, expand, modify, release, waive or prejudice any rights, remedies and/or defenses of Surety or the Debtor under any Existing Surety Bond or Existing Indemnity Agreement.	**RESOLVED** The Limited Objection and Reservation of Rights has been resolved, and the Debtor has agreed to add certain language requested by the objecting party to the revised Sale Order.

OBJECTING PARTY [REFERENCE]	REQUEST	DEBTOR'S RESPONSE
PBGC (Pension Benefit Guaranty Corporation) [Docket No. 517]	PBGC requested the following language to be included in the proposed Sale Order: Nothing in the order authorizing and approving the sale of substantially all of the Debtor's assets (the "Sale Order") shall in any way be construed to discharge, release, limit, or relieve the Debtor, any of the Debtor's affiliates or controlled group members (within the meaning of 29 U.S.C. § 1301(a)(14)), or any individual, entity, or person who is a fiduciary (within the meaning of 29 U.S.C. § 1102(21)), party-in-interest (within the meaning of 29 U.S.C. § 1002(14)) or improper recipient of assets of the Pension Plans (as defined below) (collectively, the "Pension Plan Parties"), from any liability or responsibility with respect to (i) the R.T. Vanderbilt Holding Company Pension Plan and (ii) any other defined benefit pension plan sponsored by the Debtor and/or by any of the Debtor's affiliates or controlled group members (within the meaning of 29 U.S.C. § 1301(a)(14)) (collectively, the "Pension Plans") under any law, unless such obligations are otherwise assumed by the Purchaser or its Affiliates. The Purchaser or its Affiliates cannot assume such obligations without PBGC's written consent. PBGC and the Pension Plans shall not be enjoined or precluded from enforcing such liability or responsibility against any party other than the Purchaser or its Affiliates (not to include the "Pension Plan Parties") by any of the provisions of the Sale Order. For the avoidance of doubt, the Purchaser has not agreed to assume any Pension Plans.	**RESOLVED** The Limited Objection and Reservation of Rights has been resolved, and the Debtor has agreed to add certain language requested by the objecting party to the revised Sale Order.

Environmental Protection Agency and Department of the Interior, through the Bureau of Land Management ("United States") [Docket No. 524]	The United States requested the following language to be included in the proposed Sale Order The United States's Limited Objection requests adding the following language to the Sale Order: Notwithstanding any provision to the contrary in this Sale Order ("Order"), any [Asset Purchase Agreement], or any other document related to the sale, nothing shall: i. release, nullify, preclude or enjoin the enforcement of any police or regulatory power or any liability that any entity would be subject to as the owner, lessor, lessee or operator of property that such entity owns, operates or leases after the date of entry of this Order; ii. affect the setoff or recoupment rights of any Governmental Unit; iii. confer exclusive jurisdiction to the Bankruptcy Court except to the extent set forth in 28 U.S.C. § 1334 (as limited by any other provisions of the United States Code); iv. authorize the assumption, assignment, sale or other transfer of any federal or state (a) grants, (b) grant funds, (c) contracts, (d) agreements, (e) awards, (f) task orders, (g) property, (h) intellectual property, (i) patents, (j) leases, (k) certifications, (l) applications, (m) registrations, (n) billing numbers, (o) national provider identifiers, (p) provider transaction access numbers, (q) licenses, (r) permits, (s) covenants, (t) inventory, (u) guarantees, (v) indemnifications, (w) data, (x) records, or (y) any other interests belonging to any Governmental Unit (collectively, "Government Interests") without compliance by the Debtors and [Buyers] with all terms of the Government Interests and with all applicable non-bankruptcy law; v. be interpreted to set cure amounts or to require any Governmental Unit to novate, approve or otherwise consent to the sale, assumption, assignment or other transfer of any Governmental Interests; vi. waive, alter or otherwise limit any Governmental Unit's property rights; or vii. expand the scope of 11 U.S.C.§ 525.	**RESOLVED** The Limited Objection and Reservation of Rights has been resolved, and the Debtor has agreed to add certain language requested by the objecting party to the revised Sale Order.

OBJECTING PARTY [REFERENCE]	REQUEST	DEBTOR'S RESPONSE
INFORMAL REQUESTS		
United Steelworkers	The United Steelworkers requested clarifying language to the Sale Order pertaining to certain collective bargaining agreements with the United Steelworkers, as well as clarifying language involving related cure amounts, assumption, and assignment concerns.	**RESOLVED** The informal request has been resolved, and the Debtor has agreed to add certain language requested by the objecting party to the revised Sale Order.

CURE OBJECTIONS

OBJECTING PARTY [REFERENCE]	REQUEST	DEBTOR'S RESPONSE
FORMAL OBJECTIONS		
Dominion Energy South Carolina, Inc. ("DESC") [Docket No. 431]	DESC objects to the Debtor's proposed prepetition cure amount of $0 for the DESC Electricity Agreement, asserting the Debtor owes $46,540.63 in prepetition charges for electricity services, as well as $509.52 in billed but unpaid post-petition charges. DESC requests that all pre- and post-petition amounts are paid prior to any assumption.	**RESOLUTION IN PRINCIPLE** The Debtor and objecting party have a resolution in principle and are working on a stipulation. To the extent the parties cannot agree to a stipulation, the Debtor and the objecting party shall set an adjourned hearing.
Constellation NewEnergy, Inc. [Docket No. 438]	Constellation NewEnergy, Inc. objects to the Debtor's proposed cure amount of $0 for the CNE Electricity Agreement and requests all post-petition amounts owed prior to any assumption.	**RESOLUTION IN PRINCIPLE** The Debtor and objecting party have a resolution in principle and are working on a stipulation. To the extent the parties cannot agree to a stipulation, the Debtor and the objecting party shall set an adjourned hearing.
Jungbunzlauer Inc. [Docket No. 475]	Jungbunzlauer Inc. objects and reserves all rights with respect to a Distribution Agreement dated June 25, 1999, regarding adequate assurance of future performance under such agreement. Additionally, it asserts certain agreements with the Debtor are not identified or addressed on the Cure Notice and should be included.	**RESOLUTION IN PRINCIPLE** The Debtor and objecting party have a resolution in principle and are working on a stipulation. To the extent the parties cannot agree to a stipulation, the Debtor and the objecting party shall set an adjourned hearing.
INFORMAL REQUESTS		
Arizona State Land Department	Arizona State Land Department requested confirmation that Debtor agreed to assumption of a bond related to Lyles Mine.	**RESOLVED** Debtor requested assumption from Assignor and the Assignor acknowledged.