Docket #0542 Date Filed: 05/05/2026

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]	)	

SUPPLEMENTAL DECLARATION OF ERIC MENDELSOHN
IN SUPPORT OF SALE MOTION

I, Eric Mendelsohn, make this Declaration pursuant to 28 U.S.C. § 1746:

1. I am a Managing Director and Co-Head of North American Financing Advisory and Restructuring at Greenhill & Co., LLC ("Greenhill"), a leading independent investment bank with its principal office at 1271 Avenue of the Americas, New York, New York 10022. Greenhill has been retained to provide certain investment banking services on behalf of Vanderbilt Minerals, LLC (the "Debtor") in the above-captioned chapter 11 case (the "Chapter 11 Case").

2. I submit this declaration (this "Declaration") 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*

[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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Assignment of Executory Contracts and Unexpired Leases and (C) Granting Related Relief [Docket No.16] (the "Sale Motion") and 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 Unexpired Leases, and (III) Granting Related Relief* (the "Sale Order"), concerning, among other things, the sale of substantially all the Debtor's assets (the "Debtor Assets").

3. The statements in this Declaration are, except where specifically noted, 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, (d) information provided to me by employees of Greenhill working under my supervision, and/or (e) my opinions, experience, and knowledge as a restructuring professional. 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.

BACKGROUND

4. Information regarding my professional background and qualifications, as well as Greenhill's qualifications, can be found in the *Declaration of Eric Mendelsohn in Support of the Bidding Procedures and DIP Financing Motions* [DOCKET No. 18].

5. The Debtor engaged Greenhill in August 2025 as its investment banker. Since then, I have overseen the Greenhill team responsible for the Debtor's engagement. Members of my team and I have worked with the Debtor's and non-debtor affiliates' management teams and other retained professionals in the analysis of the Debtor's business affairs, assets, liabilities, financial position and contractual arrangements. In that capacity, I have been directly involved in, among other things, (a) seeking to obtain debtor-in-possession ("DIP") financing proposals;

(b) evaluating and advising the Debtor regarding the DIP financing alternatives; (c) negotiating the terms of the DIP Financing; and (d) running the Debtor's sale and marketing process.

6. Although Greenhill will be compensated as the Debtor's investment banker in the Chapter 11 Case (subject to Court approval), I am not being compensated separately for this Declaration or testimony.

THE DEBTOR'S PREPETITION MARKETING EFFORTS

7. This Motion is the culmination of significant and long-running efforts by the Debtor to consummate a sale of the Debtor Assets (the "Sale"). Upon its engagement in August 2025, Greenhill began assessing and advising the Debtor with respect to strategic alternatives for a restructuring, including financing alternatives and a potential sale of the Debtor Assets. Eventually it became apparent that the Debtor would need to pursue a chapter 11 process and an in-court sale of the Debtor Assets.

8. Greenhill thus began to focus its efforts on two parallel workstreams: (a) seeking DIP financing proposals that would provide the Debtor with sufficient liquidity to fund its business operations during a chapter 11 case and the contemplated sale process; and (b) consummating a court-approved sale of substantially all the Debtor Assets.

9. Greenhill launched a sale process prepetition, in November 2025, by reaching out to 120 potential buyers (comprised of 37 strategics and 83 sponsors), of which 30 executed non-disclosure agreements and were provided with a sale process letter, confidential information memorandum, and access to an online data room. Greenhill responded to diligence requests and facilitated access to additional financial, operational, and legal information for potential buyers. By the end of December 2025, Greenhill had received (a) five indications of interest for the Debtor Assets and certain related assets owned by the Debtor's non-debtor affiliates (the "Settlement Assets," collectively with the Debtor Assets, the "Purchased Assets"), three of which were

withdrawn prior to the petition date, and (b) three indications of interest for a subset of the Debtor Assets. Of the remaining bidders for substantially all the Debtor Assets and the Settlement Assets, two bidders—(a) Commodore Materials, LLC and Right Lane Industries ("Right Lane") and (b) Riverspan Partners ("Riverspan")—also submitted DIP financing proposals in connection with their bids, as described further below.

10. The Settlement Assets include: (a) the approximately 50,000-square-foot VEEGUM manufacturing facility in Murray, Kentucky, owned by Vanderbilt Chemicals, LLC, which is the sole production facility for the VEEGUM family of products that represents 30.3% of the Debtor's annual revenues; (b) the Lyles Mine in Arizona, which supplies saponite/hectorite minerals that are essential raw materials for several VEEGUM products; and (c) certain mining equipment owned by Advanced Milling Technologies, LLC, including the specialized Netzsch Mill at the Debtor's Gouverneur, New York facility, which produces the acicular wollastonite products that comprise a significant portion of the Debtor's VANSIL business. The assets are critical to the Debtor's business because without them or an alternative arrangement with R.T. Vanderbilt Holding, Inc., a buyer would be unable to operate the Debtor's core business lines as a going concern.

11. Concurrently with the sale marketing process, in the weeks leading up to February 16, 2026 (the "Petition Date"), Greenhill engaged in negotiations with potential stalking horse bidders that were also willing to serve as DIP financing providers. Greenhill received three DIP financing proposals: two from Right Lane and Riverspan, each of which submitted a DIP proposal together with its indication of interest to purchase the Purchased Assets, and a third interim term sheet from a private equity firm proposing to provide DIP financing on a standalone basis. Based upon my review of the DIP financing proposals, I concluded that the Debtor would

likely receive DIP financing terms materially better for the Debtor from the stalking horse bidder for its assets than from a standalone DIP provider.

12. The Debtor, with the assistance of Greenhill and its other professionals, then focused its efforts on negotiating specific terms of the DIP financing and sale transaction with the two bidders willing to serve as both a stalking horse and DIP lender, *i.e.*, Right Lane and Riverspan. As those negotiations progressed, it became apparent that each bidder's willingness to provide DIP financing was contingent on being chosen as the stalking horse bidder.

13. In the week prior to the Petition Date, Greenhill ran a competitive process—a "mini-auction"—in which both Right Lane and Riverspan submitted materially enhanced bids. On February 11, 2026, after inviting both bidders to submit their final and best combined bids for the Purchased Assets and DIP financing proposals, both submitted materially enhanced bids. After conferring with the Debtor and its other professionals, the Debtor selected Right Lane as the Stalking Horse Bidder based on the superiority of its final bid and DIP financing proposal.

THE DEBTOR'S POST-PETITION MARKETING PROCESS

14. On the Petition Date, the Debtor and Right Lane entered into an asset purchase agreement (the "Stalking Horse Agreement") and a DIP agreement for postpetition financing pursuant to a senior secured debtor-in-possession term loan facility (the "Right Lane DIP Facility") providing up to $15,000,000 in total commitments. The Court has approved the DIP Facility on an interim basis [DOCKET Nos. 50, 100, 249, 494]. The Debtor, in conjunction with Greenhill and its other advisors, continued its efforts to market the Debtor Assets or the Purchased Assets for sale in a manner aligned with the milestones provided for under the DIP Facility. The bidding procedures approved by this Court [DOCKET No. 244] (the "Bidding Procedures"), set forth the manner in which the Debtor was to solicit, receive, and evaluate final bids.

15. During the postpetition marketing process, Greenhill continued to reach out to potential bidders and facilitate diligence. In total, over the course of the combined pre- and postpetition marketing process, more than 150 potential bidders were contacted (including the 120 contacted prepetition and 30 parties suggested by the Committee), out of which 8 to 10 engaged in meaningful discussions for the Debtor Assets or the Purchased Assets.

16. All indications of interest submitted to purchase substantially all the Debtor Assets identified the Settlement Assets as essential to any sale. I concluded, based on this feedback from potential bidders and my understanding of the Debtor's business operations, that the Debtor's ability to sell its assets was compromised unless the Debtor could package them with the Settlement Assets.

17. The Bidding Procedures established April 24, 2026, as the deadline for interested bidders to submit qualified bids under the Bidding Procedures ("Qualified Bids") for substantially all of the Debtor Assets. On the April 24 bid deadline, the Debtor received two Qualified Bids for the Stalking Horse Assets. The Debtor carefully evaluated each submitted Qualified Bid to determine whether the Debtor should proceed to an auction.

THE AUCTION

18. On May 4, 2026, the Debtor commenced an auction at the New York offices of Latham & Watkins LLP in accordance with the Bidding Procedures to determine the highest and best bid for the Purchased Assets (the "Auction"). I conducted the Auction along with other representatives of the Debtor. Representatives for Right Lane, Riverspan, and a third bidder seeking to purchase a single parcel of land, as well as representatives for all consultation parties under the Bidding Procedures (the "Consultation Parties," *i.e.*, the legal and financial advisors for the Official Committee of Unsecured Creditors (the "Committee") and United Steelworkers of America), also attended the Auction.

19. The Auction featured extensive arm's-length negotiations with each participating bidder. The Debtor, with the assistance of Greenhill and its other advisors, evaluated each bid, analyzing (a) the assets included in the bid, (b) the total expected consideration, including cash and liabilities assumed, (c) the execution risks associated with each bid and the expected timing of a transaction close under each bid (including any anticipated delays to closing and the cost to the Debtor of such delays), and (d) the expected net benefit to the Debtor's estate.

20. The Debtor thoroughly engaged with and encouraged all participating bidders in the Auction to submit the highest and best bid that each bidder was willing to make. After receiving each participating bidder's final bid, the Debtor selected (a) the bid put forth by Riverspan (the "Successful Bidder"), which includes a cash purchase price of $64 million and the assumption of various liabilities, as the winning bid (the "Successful Bid"), and (b) the bid put forth by Right Lane, which includes a cash purchase price of $62.4 million, and the assumption of various liabilities, as the backup bid (the "Backup Bid"). The Successful Bidder's bid represents the highest and otherwise best offer for the Purchased Assets and was the result of robust negotiations between sophisticated parties and their advisors and a competitive auction process.

21. I understand that the Successful Bidder's bid is in the process of being formalized through an asset purchase agreement between the Debtor and the Buyer (the "Asset Purchase Agreement").

22. Additionally, Riverspan agreed to fund a $20 million replacement DIP facility, the terms of which shall be similar to the DIP financing previously provided under the Right Lane DIP Facility (and with economic terms that are no worse for the Debtor) (the "Riverspan DIP Facility"). The Riverspan DIP Facility will not include any commitment, termination, or exit fee, other than an exit fee that is payable only if Riverspan's Asset Purchase Agreement is validly terminated.

23. The Riverspan DIP Facility is superior to the Right Lane DIP Facility in several material respects. First, the Riverspan DIP Facility provides up to $20 million in total commitments, an incremental $5 million over the $15 million made available under the Right Lane DIP Facility, which is critical because the additional liquidity is sized to fund the Debtor's operations through the closing of the Sale. Second, the Asset Purchase Agreement contemplates a longer runway to closing than the Stalking Horse Agreement: Riverspan extended the Asset Purchase Agreement termination date from May 19, 2026 to June 23, 2026, and granted the Debtor a unilateral right to extend the termination date for an additional fifteen (15) days (subject to the absence of a material breach by the Debtor), thereby pushing the outside date for closing the Sale beyond the original June 15, 2026 deadline. The incremental DIP commitment is therefore necessary to bridge the Debtor's liquidity needs through this extended timeline and to permit the Debtor to consummate the higher and better Sale to Riverspan.

INVOLVEMENT OF THE CONSULTATION PARTIES

24. The Committee, Right Lane, in its capacity as the DIP lender, and the United Steelworkers of America, were designated as Consultation Parties under the Bidding Procedures. Upon the appointment of the Committee, the Committee received the same confidential information memorandum and access to the same data room as did the bidders who executed non-disclosure agreements.

25. The Committee and the United Steelworkers of America, together with their respective advisors, received routine updates regarding the sale process, and were consulted in connection with material decisions consistent with the Bidding Procedures on the overall sale process, including to review Qualified Bids, review sale-related documents, attend the Auction, and consult regarding the Successful Bid determination.

THE SALE IS REASONABLE AND APPROPRIATE

26. Based on my experience and my involvement in the marketing and sale process for the Purchased Assets, I believe that the Debtor conducted a robust and value-maximizing marketing and sale process.

27. Given the six-month sale process, the number of potential bidders contacted, and the extensive diligence conducted with potential buyers, I believe that the Debtor Assets have been thoroughly marketed. The process provided the Debtor a reasonable amount of time to appropriately solicit, identify, and select the best bid for the Purchased Assets.

28. Based on the process described herein and my experience as an investment banker, I believe that the Successful Bid is the highest or otherwise best bid, and that the Debtor's robust postpetition marketing process ensured that the Debtor received the highest or otherwise best offer for the Purchased Assets under the circumstances. Moreover, the bidding took place at an open and live Auction where there were several rounds of competitive bidding resulting in a final purchase price of $64,000,000, an increase of $14,000,000 from the Stalking Horse Bid's baseline purchase price.

29. The Sale will provide a greater benefit to the Debtor, its estate, and its creditors than any alternative transaction for the Debtor Assets or the Purchased Assets of which I am aware. The Sale represents the best actionable alternative available to the Debtor, and was negotiated at arm's-length among sophisticated, well-represented parties.

30. I believe that the sale process described above and all negotiations were conducted in good faith and at arm's length. The terms of the Sale, including the free and clear provisions of the Asset Purchase Agreement and the absence of successor or transferee liabilities (except for those expressly assumed), were specifically required by the Successful Bidder, who indicated it

would not proceed with the Sale absent inclusion of those provisions. These terms are consistent with common practice across the market for sales in the context of chapter 11 cases.

31. I also believe that it is in the best interests of the estate and the Debtor's stakeholders to close the sale quickly. Any delay risks eroding value, jeopardizing the Debtor's ability to continue operating as a going concern, and undermining the recoveries available to creditors.

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

Dated: May 5, 2026
New York, New York

/s/ Eric Mendelsohn
Eric Mendelsohn
Managing Director
Greenhill & Co., LLC