Docket #0553 Date Filed: 05/07/2026

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]	

NOTICE OF FILING OF REVISED PROPOSED SALE ORDER

PLEASE TAKE NOTICE that, on February 16, 2026, the Debtor filed a motion (the "**Motion**")[2] with the United States Bankruptcy Court for the Northern District of New York (the "**Bankruptcy Court**") seeking, among other things, entry of an order (the "**Bidding Procedures Order**"): (a) approving proposed bidding procedures by which the Debtor would solicit and select the highest or otherwise best offer for the sale of substantially all of its assets (the "**Assets**") through one or more sales (each, a "**Transaction**"); (b) authorizing the Debtor to enter into a stalking horse agreement and to provide bidding protections thereunder; (c) establishing procedures for the assumption and assignment of executory contracts and unexpired leases, including notice of proposed cure amounts (the "**Assumption and Assignment Procedures**"); (d) scheduling (i) a date for an auction if the Debtor received one or more timely and acceptable Qualified Bids (the "**Auction**") and (ii) a final hearing (the "**Sale Hearing**") to approve one or more Transactions, as necessary; (e) approving the form and manner of notice of (i) the Auction and Sale Hearing and (ii) Assumption and Assignment Procedures; and (f) granting related relief.

PLEASE TAKE FURTHER NOTICE that, on February 16, 2026, the Debtor also filed that certain *Proposed Form of Sale Order* [Docket No. 16-3] (the "**Proposed Sale Order**").

PLEASE TAKE FURTHER NOTICE that, on March 18, 2026, the Bankruptcy Court entered the Bidding Procedures Order [Docket No. 244].

PLEASE TAKE FURTHER NOTICE that, on May 7, 2026, the Debtor filed the *Notice of Successful Bidder and Backup Bidder with Respect to the Auction of the Debtor's Assets* [Docket No. 552] (the "**Notice of Successful Bidder**"), designating VM Buyer LLC, an affiliate of Riverspan Partners Fund I LP (the "**Successful Bidder**"), as the Successful Bidder, and Commodore Materials, LLC ("**Right Lane**") as the Backup Bidder, reflecting the results of the Auction held on May 4, 2026 at the New York offices of Latham & Watkins LLP.

PLEASE TAKE FURTHER NOTICE that, attached to the Notice of Successful Bidder as **Exhibit 1** is that certain Asset Purchase Agreement (the "**APA**") by and between the Debtor and the Successful Bidder, pursuant to which the Debtor shall sell substantially all of its Assets to

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[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.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

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the Successful Bidder in exchange for, among other things, cash consideration of $64,000,000, as adjusted in accordance with the APA, plus the assumption of the Assumed Liabilities and Purchased Contracts.

PLEASE TAKE FURTHER NOTICE that the Sale Hearing to consider approval of the APA and the transfer of all of the Assets and Assumed Liabilities to the Successful Bidder, free and clear of all liens, claims, interests, and encumbrances in accordance with section 363(f) of the Bankruptcy Code, is scheduled to be held before the Honorable Wendy A. Kinsella, United States Bankruptcy Judge for the Northern District of New York, at the James M. Hanley U.S. Courthouse and Federal Building, 100 South Clinton Street, Syracuse, New York 13261, on May 7, 2026 at 10 a.m./p.m. (prevailing Eastern Time).

PLEASE TAKE FURTHER NOTICE that the Debtor has made modifications to the Proposed Sale Order in response to comments received from parties in interest and to resolve or narrow certain objections, which modifications are reflected in the revised form of the Proposed Sale Order (the "**Revised Proposed Sale Order**") attached hereto as **Exhibit A**. For the convenience of the Court and other interested parties, attached hereto as **Exhibit B** is a blackline showing the changes made from the Proposed Sale Order to the Revised Proposed Sale Order**.**

PLEASE TAKE FURTHER NOTICE that, this notice is subject to the terms and conditions of the Bidding Procedures Order, with such Bidding Procedures Order controlling in the event of any conflict. The Debtor encourages parties in interest to review such documents in their entirety. Parties with questions regarding this notice and other relevant documents may make a written request to: proposed counsel to the Debtor, Latham & Watkins LLP, Attn: Kimberly A. Posin and Anu Yerramalli (kim.posin@lw.com and anu.yerramalli@lw.com), and co-counsel to the Debtor, Bond, Schoeneck & King PLLC, Attn: Charles J. Sullivan, Grayson T. Walter, and Andrew S. Rivera (csullivan@bsk.com, gwalter@bsk.com, and arivera@bsk.com).

PLEASE TAKE FURTHER NOTICE that copies of the Motion, the Bidding Procedures Order, and this notice may be examined by interested parties free of charge at the website established for this chapter 11 case by the Debtor's Court-approved claims agent: https://www.veritaglobal.net/vanderbilt

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Dated: May 7, 2026
Syracuse, New York

Respectfully submitted,

/s/ Charles J. Sullivan

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Proposed Counsel for the Debtor and Debtor in Possession

CERTIFICATE OF SERVICE

I certify that on May 7, 2026, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of New York on those parties registered to receive electronic notices.

/s/ Charles J. Sullivan
Charles J. Sullivan, Esq.

Exhibit A

Revised Proposed Sale Order

THE 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)

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

Upon consideration 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")[2] filed by Vanderbilt Minerals, LLC (the "Debtor"); and this Court having entered 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*

[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.

[2] Unless otherwise specified herein, capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Bidding Procedures, Bidding Procedures Order, or the APA (as defined herein), as applicable.

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"); and the Debtor having solicited bids in accordance with the bidding procedures attached as **Exhibit 1** to the Bidding Procedures Order (the "Bidding Procedures"); and after the Auction, the Debtor having determined that the highest or otherwise best offer for the Purchased Assets[3] was made by VM Buyer LLC, an affiliate of Riverspan Partners Fund I LP ("Riverspan") (together with its permitted assigns under the APA, the "Purchaser"), as reflected in that certain Asset Purchase Agreement dated as of May [●] 2026, by and among Debtor and Purchaser, substantially in the form attached hereto as **Exhibit 1** (as amended, supplemented, or modified from time to time prior to entry of this Order, and together with all other agreements entered into in connection with the Transactions, the "APA"); and the Debtor having provided proper, timely, adequate, and constitutionally sufficient notice of, and a fair and reasonable opportunity to object and be heard with respect to, the transactions contemplated under the APA (collectively, the "Transactions"); and the Transactions being free and clear of all liens, claims, interests, and encumbrances, other than the Assumed Liabilities, Permitted Exceptions, and Transferred Exceptions expressly set forth in the APA (collectively, the "Exceptions"); and the Purchaser not being a "successor" of the Debtor, its Affiliates, or the Debtor's estate in any respect; and

Upon further consideration of the *Supplemental Declaration of Eric Mendelsohn in Support of Sale Motion* [Docket No. 542] (the "Mendelsohn Sale Declaration"), which describes, among other things, the Debtor's prepetition and postpetition marketing process conducted by

[3] For the avoidance of doubt, all references to the Purchased Assets herein include the Original Assets and the Settlement Assets.

Greenhill & Co., LLC, including outreach to approximately 150 potential bidders, the receipt of three Qualified Bids by the April 24, 2026 Bid Deadline, the conduct of the Auction at the New York offices of Latham & Watkins LLP commencing on May 4, 2026, the participation of the Consultation Parties throughout the sale process, and the Debtor's selection, in consultation with the Consultation Parties, of the bid submitted by the Purchaser as the Successful Bid; and

Upon further consideration of 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 "Vomero Sale Declaration"), which describes, among other things, the Debtor's acute liquidity constraints, the prepetition marketing process, the consequences to the Debtor's stakeholders, employees, customers, and vendors if the Sale does not close, and the Debtor's view that a near-term sale to the Successful Bidder represents the best available path to maximize value for the estate and all stakeholders; and

The Debtor having conducted the Auction on May 4, 2026 at the New York offices of Latham & Watkins LLP in accordance with the Bidding Procedures, and having designated VM Buyer LLC as the Successful Bidder for the Purchased Assets, and having filed the [*Notice of Successful Bidder and Backup Bidder with Respect to the Auction of the Debtor's Assets*] [Docket No. [●]] (the "Notice of Successful Bidder") reflecting the results of the Auction; and

The Debtor having further determined, in consultation with the Consultation Parties and in accordance with the Bidding Procedures, that the next highest or otherwise best Qualified Bid was submitted by Commodore Materials, LLC ("Commodore Materials"), and having designated Commodore Materials as the Backup Bidder (the "Backup Bidder") for the Purchased Assets, with Commodore Materials' bid (the "Backup Bid") to remain irrevocable in accordance with the Bidding Procedures and this Order; and

The Purchaser having filed the *Declaration of John Gilligan in Support of the Sale of Substantially All of the Debtor's Assets Under Section 363 of the Bankruptcy Code Pursuant to the Bidding Procedures* [Docket No. [●]] (the "Winning Bidder Declaration" together with the Mendelsohn Sale Declaration and the Vomero Sale Declaration, the "Sale Declarations"), which describes, among other things, the Purchaser's participation in the Auction, the negotiation and execution of the APA, the Purchaser's good faith in connection with the bidding process, Auction, and Sale, the absence of any insider or affiliate relationship between the Purchaser and the Debtor, the Purchaser's industry experience and financial wherewithal to consummate the Sale and to provide adequate assurance of future performance under the Purchased Contracts, and the Purchaser's intention to continue the Debtor's industrial minerals business as a going concern following closing; and

This Court having (i) reviewed and considered (a) the Motion, (b) the Bidding Procedures Order, (c) the Bidding Procedures, (d) the APA, (e) the Sale Declarations, (f) the Notice of Successful Bidder, and (g) all objections raised to the Court in connection with any of the foregoing, and (ii) heard statements of counsel and the evidence presented in support of the relief requested by the Debtor in the Motion at a hearing before this Court on May 7, 2026 (the "Sale Hearing"); and this Court having jurisdiction over this matter; and the legal and factual bases set forth in the Motion and at the Sale Hearing establishing just cause for the relief granted herein; and after due deliberation thereon; and good and sufficient cause appearing therefor,

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[4]

[4] The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any findings of fact herein constitute conclusions of law, they are adopted as such. To the extent that any conclusions of law constitute findings of fact, they are adopted as such.

Jurisdiction, Statutory Predicates, and Final Order

A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. This Court may enter a final order consistent with Article III of the United States Constitution.

B. The statutory predicates for the relief requested in the Motion are sections 105(a), 363, 365, 503, and 507 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 4001, 6004, 6006, 9007, 9008, 9013, and 9014 of the Federal Rules of Bankruptcy (the "Bankruptcy Rules"), and Rules 2002-1, 4001-1, 6004-1, 6004-3, and 9013-4 of the Local Rules of the Court for the United States Bankruptcy Court for the Northern District of New York (the "Local Rules").

C. This order (this "Order") constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of judgment as set forth herein. The Purchaser, being a good faith purchaser under section 363(m) of the Bankruptcy Code, may close the Transactions at any time after the entry of this Order.

Notice of the Sale and Auction

D. As evidenced by the *Certificates of Service* filed at Docket Nos. 104, 303, and 525, actual written notice of the Motion, the *Notice of Sale, Bidding Procedures, Auction, Sale Hearing and Other Deadlines Related Thereto* [Docket No. 251], the *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale of Substantially All Assets* [Docket No. 252] (the "Assumption and Assignment Notice"), the *Notice of Auction, Sale Hearing and Other Deadlines Related Thereto* [Docket No. 489], the

Notice of Successful Bidder, the APA, the Bidding Procedures, the Auction, the Transactions being free and clear of all liens, claims, interests, and encumbrances, the Purchaser not being a "successor" of the Debtor in any respect, and the assumption and assignment of the Purchased Assets to the Purchaser was provided to all persons entitled to such notice (collectively, the "Notice Parties"), including the following parties: (a) the U.S. Trustee; (b) counsel to the DIP Lender; (c) all persons known by the Debtor to assert a lien or encumbrance on any of the Purchased Assets; (d) all persons known or reasonably believed to have asserted an interest in or claim to any of the Purchased Assets; (e) all persons known or reasonably believed to have expressed an interest in acquiring all or a substantial portion of the Purchased Assets within the one (1) year period prior to the Petition Date; (f) the Office of the United States Attorney for the Northern District of New York; (g) the Internal Revenue Service and all state and local taxing authorities; (h) all counterparties to the Purchased Contracts; (i) all of the Debtor's other known creditors; (j) all parties to litigation with the Debtor, in accordance with the procedures approved by the Court in the *Order (I) Authorizing the Debtor to File a List of the Top Law Firms with Talc Claims Against the Debtor in Lieu of the List of 20 Largest Unsecured Creditors; (II) Approving Certain Notice Procedures for Talc Claimants; (III) Approving the Form and Manner of Case Commencement Notice; and (IV) Authorizing the Debtor to Redact Personally Identifiable Information* [Docket No. 42]; (k) all parties that are, or may be, affected by the proposed Transactions; and (l) all other parties that have filed a notice of appearance and demand for service of papers in this chapter 11 case as of the service date. In addition, pursuant to the *Affidavit of Publication of the Notice of Sale, Bidding Procedures, Auction, Sale Hearing and Other Deadlines Related Thereto* filed at Docket No. 296, publication notice was provided in *USA Today*, the Hartford *Courant*, the Gouverneur *Tribune Press* and *Pit & Quarry*. Furthermore, pursuant to the *Certificate of Service*

filed at Docket No. 303, the Assumption and Assignment Notice was served on the counterparties to all Purchased Contracts.

E. The notices described above were proper, timely, adequate, and constitutionally sufficient notice of, and provided a fair and reasonable opportunity to object and be heard with respect to, the Transactions, and no other or further notice of the Motion, the Sale Notice, the Assumption and Assignment Notice, the Notice of Successful Bidder, the APA, the Bidding Procedures, the Auction, the Transactions being free and clear of all liens, claims, interests, and encumbrances other than the Exceptions, the Purchaser not being a "successor" of the Debtor, its Affiliates, or the Debtor's estate in any respect, or the assumption and assignment of the Assumed Liabilities and Purchased Assets to the Purchaser is or shall be required.

F. As demonstrated by (i) the *Declaration of Dean Vomero, Chief Restructuring Officer of Vanderbilt Minerals, LLC, in Support of First Day Motions of Debtor and Debtor in Possession* [Docket No. 3], (ii) the *Declaration of Eric Mendelsohn in Support of Bidding Procedures and DIP Financing Motions* [Docket No. 18], (iii) the *Declaration of Dean Vomero in Support of Bidding Procedures and DIP Financing Motions* [Docket No. 19], (iv) the testimony and other evidence proffered or adduced at the hearings with respect to the approval of the bidding procedures held on March 4 and March 18, 2026 (the "Bidding Procedures Hearing") and at the Sale Hearing, and (v) the representations of counsel made on the record at the Bidding Procedures Hearing and the Sale Hearing, the Debtor and its advisors sufficiently marketed the Purchased Assets and conducted the marketing and sale process in accordance with the Bidding Procedures Order and the Bidding Procedures. Based upon the record of these proceedings, all prospective purchasers and other parties in interest have been afforded a reasonable and fair opportunity to bid for the Purchased Assets.

Good Faith Purchaser; No Collusion

G. The APA was negotiated, proposed, and entered into by the Debtor and the Purchaser without collusion, in good faith and from arm's-length bargaining positions. The Debtor and Purchaser were each represented by separate and independent advisors throughout the negotiation of the APA. The Purchaser is a good-faith purchaser, and is acting in good faith within the meaning of section 363(m) of the Bankruptcy Code, and, as such, is entitled to all of the protections afforded thereby with respect to all aspects of the Transactions, including in the event any portion of the Transactions or any portion of this Order is reversed or modified as the result of any appeal, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that, *inter alia*: (a) the Purchaser recognized that the Debtor was free to deal with any other party interested in acquiring all or some of the Purchased Assets, (b) the Purchaser complied with the Bidding Procedures Order and Bidding Procedures, (c) the Purchaser agreed to subject its bid to the competitive bid procedures set forth in the Bidding Procedures Order and Bidding Procedures, (d) the Purchaser in no way induced or caused the filing of this chapter 11 case by the Debtor, and (e) no common identity of directors or controlling stockholders exists between the Purchaser and the Debtor. The APA was not controlled by an agreement between potential bidders within the meaning of section 363(n) of the Bankruptcy Code. The Debtor was free to deal with any other party interested in acquiring all or some of the Purchased Assets. Neither the Debtor nor the Purchaser has engaged in any action or inaction that would cause or permit the APA or any of the Transactions to be avoided or subject to monetary damages under section 363(n) of the Bankruptcy Code, or that would prevent the application of section 363(m) of the Bankruptcy Code. The Purchaser has not acted in a collusive manner with any person or entity. All payments to be made by the Purchaser and all agreements entered into by the Purchaser and the Debtor under the APA in connection with the Transactions have been adequately disclosed and are appropriate.

The APA was not entered into, and the Transactions are not being consummated, fraudulently, for the purpose of escaping liability for any of the Debtor's debts, for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims, or for the purpose of hindering, delaying or defrauding creditors under laws of the United States, any state, territory, possession thereof or the District of Columbia, or any other applicable law, including the laws of jurisdictions outside the United States. Neither the Debtor nor the Purchaser has entered into the APA or is consummating the Transactions with any fraudulent or otherwise improper purpose.

H. The Backup Bid submitted by Commodore Materials was made in good faith and complied in all respects with the Bidding Procedures Order and the Bidding Procedures. Commodore Materials is a good-faith purchaser within the meaning of section 363(m) of the Bankruptcy Code with respect to the Backup Bid and, in the event the Backup Bid is consummated, will be entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code. Neither the Debtor nor Commodore Materials has engaged in any conduct that would cause or permit the Backup Bid to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code.

I. Neither the Debtor nor the Purchaser has engaged in any conduct that would cause or permit the APA to be avoided under section 363(n) of the Bankruptcy Code. Specifically, neither the Purchaser nor its Affiliates (as defined in section 101(2) of the Bankruptcy Code) have acted in a collusive manner with any person, and the Purchase Price was not controlled by any agreement among the bidders.

Highest and Best Offer, No Fraudulent Transfer, or Successor Liability

J. The Purchaser's bid was made in good faith and complied in all respects with the Bidding Procedures Order. Further, the consideration provided to the Debtor by Purchaser under the APA: (i) is the highest or otherwise best offer obtained for the Purchased Assets and will

provide a greater recovery for the Debtor's estate than would be provided by any other alternative; (ii) is for fair, adequate, and sufficient consideration that constitutes reasonably equivalent value (as those terms are defined in each of the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act and section 548 of the Bankruptcy Code) and fair consideration (under the Bankruptcy Code and under the laws of the United States, any state, territory, possession thereof or the District of Columbia) for the Purchased Assets being conveyed to the Purchaser; (iii) is fair and reasonable; (iv) is in the best interests of the Debtor's estate, the Debtor's creditors, and other parties in interest; and (v) would not have been made or given by the Purchaser absent the protections afforded to the Purchaser by the Bidding Procedures Order, the APA, the Bankruptcy Code, and this Order, including, without limitation, that the sale of the Purchased Assets is free and clear of all liens, claims, interests, and encumbrances other than the Exceptions. A sale of the Purchased Assets other than a sale free and clear of all liens, claims, interests, and encumbrances other than the Exceptions would adversely impact the Debtor, its estates, and its creditors, and would yield substantially less value for the Purchased Assets and the Debtor's estates, with less certainty than provided by the Transactions. The total consideration to be provided under the APA reflects the Purchaser's reliance on this Order to provide it, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, with title to, and possession of, the Purchased Assets free and clear of all liens, claims, interests, and encumbrances other than the Exceptions. No other person or entity or group of entities has offered to purchase the Purchased Assets for greater value to the Debtor's estate than the Purchaser. Approval of the Motion, the APA, and the consummation of the Transactions are in the best interests of the Debtor, its estate, creditors, and other parties in interest.

K. The Debtor's determination that the sale to the Purchaser, pursuant to the APA, provides the highest or otherwise best offer for the Purchased Assets, and the related decision to

sell the Purchased Assets to the Purchaser, each constitutes a reasonable exercise of the Debtor's business judgment, and each is in the best interests of the Debtor, its estate, creditors, and other parties in interest. The facts and circumstances stated in the Motion, the Sale Declarations, and in the record at the Sale Hearing demonstrate sound business reasons for consummating the Transactions and for selling the Purchased Assets outside of a chapter 11 plan. It is a reasonable exercise of the Debtor's business judgment to execute, deliver, and consummate the APA and consummate the Transactions, subject to this Order.

L. By consummating the Transactions, the Purchaser is not a continuation or successor of the Debtor, its Affiliates, or the Debtor's estate by reason of any theory of law or equity, there is no continuity of enterprise or common identity between the Purchaser and the Debtor, the Purchaser is not holding itself out as a continuation or successor of the Debtor, its Affiliates, or the Debtor's estate, and the Transactions do not amount to a consolidation, merger or de facto merger of the Purchaser and the Debtor or its estate. Neither the Purchaser, any of its Affiliates, nor their respective predecessors, successors, assigns, members, partners, principals, directors, officers, or shareholders (or the equivalent thereof) (collectively, the "Purchaser Related Parties") shall assume or in any way be responsible for any obligation or liability of the Debtor (or any Affiliate of the Debtor) or the Debtor's estate, except as expressly provided in the APA. The sale and transfer of the Purchased Assets to the Purchaser will not subject any Purchaser Related Party to any liability with respect to the operation of the Debtor's business prior to the Closing, or by reason of such transfer, except that, upon the Closing, the Purchaser shall remain liable for the applicable Assumed Liabilities.

Method of Effecting Sale

M. The APA provides that the Purchaser shall acquire the Purchased Assets in exchange for (a) the assumption of the Assumed Liabilities, including payment of the Cure Costs,

and (b) cash in an amount equal to $64 million, as adjusted pursuant to Sections 3.3 and 3.4 of the APA, all as detailed in the APA and the Notice of Successful Bidder.

Validity of Transfer

N. Upon entry of this Order, the Debtor (i) has full corporate power and authority to execute and deliver the APA and all other documents contemplated thereby, (ii) has all corporate authority necessary to consummate the Transactions, and (iii) has taken all corporate action necessary to authorize and approve the APA and the consummation of the Transactions. The Debtor's sale of the Purchased Assets has been duly and validly authorized by all necessary corporate action. No consents or approvals, other than those expressly provided for in the APA, are required for the Debtor to consummate the Transactions.

O. The APA was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia. Neither the Debtor nor the Purchaser is entering into the Transactions fraudulently for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims.

P. The APA, the Transactions, and the Intercompany Settlement constitute an integrated, interdependent, and inseverable transaction, and each component thereof is a material and essential element of the overall transaction. The Debtor and the Purchaser would not have entered into the APA and would not consummate the Transactions absent approval and consummation of the Intercompany Settlement pursuant to a Final Order.

Section 363(f) is Satisfied

Q. The Purchased Assets constitute property of the Debtor's estate, and good title is vested in the Debtor's estate within the meaning of section 541(a) of the Bankruptcy Code. In accordance with section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets to the

Purchaser will be, as of the Closing Date, a legal, valid, and effective transfer of the Purchased Assets, which transfer vests or will vest the Purchaser with all right, title, and interest of the Debtor to the Purchased Assets free and clear of Liens and any other liens (including, without limitation, any statutory lien on real and personal property, and any and all "liens" as that term is defined and used in the Bankruptcy Code, including section 101(37) thereof), any "claim" (as defined in section 101(5) of the Bankruptcy Code), liabilities, debts, interests, rights, and encumbrances relating to, accruing, or arising any time prior to the Closing Date, including, without limitation, the following: all mortgages, restrictions (including, without limitation, any restriction on the use, voting rights, transfer rights, claims for receipt of income or other exercise of any attributes of ownership), hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, sublicenses, options, deeds of trust, security interests, equity interests, other interests, conditional sale rights or other title retention agreements, pledges, judgments, demands, rights of first refusal, consent rights, offsets, contract rights, rights of setoff, recoupment rights, right of or option to effect any forfeiture, modification, profit-sharing interest, purchase, or repurchase, rights of recovery, reimbursement rights, contribution claims, indemnity rights, exoneration rights, product liability claims, alter-ego claims, veil piercing claims, any claims arising under the common law doctrine of de facto merger or successor-in-interest theory, or any other theory of or related to successor liability, relating to, accruing, or arising any time prior to the Closing Date, antitrust claims, fraudulent transfer claims (including, without limitation, claims under the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, section 548 of the Bankruptcy Code, or otherwise) environmental rights and claims (including, without limitation, toxic tort claims), labor rights and claims, employment rights and claims (including, without limitation, claims that arise under or pursuant to the Worker Adjustment and Retraining Notification Act of

1988, as amended, the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, the Employee Retirement Income Security Act of 1974, as amended, Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, the National Labor Relations Acts, the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, the Americans with Disabilities Act of 1990, state and local discrimination laws, state and local unemployment compensation laws or any other similar state and local laws, state workers' compensation laws, or any other state, local, or federal employee benefit laws, regulations or rules, or other state, local, or federal laws, regulations or rules relating to, wages, benefits, employment, or termination of employment with the Debtor or any predecessors), pension rights and claims, claims under bulk sales or similar law, tax claims (including, without limitation, those claims arising under the Internal Revenue Code of 1986, as amended), regulatory violations asserted by any governmental entity, decrees of any court or foreign or domestic governmental or quasigovernmental entity, charges of any kind or nature, debts arising in any way in connection with any agreements, acts, or failures to act, reclamation claims, obligation claims, demands, guaranties, option rights or claims, rights, contractual or other commitment rights and claims against the Debtor or the Purchased Assets, including, without limitation, all Excluded Liabilities, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, senior or subordinated, whether arising prior or subsequent to the commencement of this chapter 11 case, whether known or unknown, whether fixed or contingent, whether anticipated or unanticipated, whether yet accrued or not, and whether imposed by agreement, understanding, law, equity or otherwise arising

under or out of, in connection with, or in any way related to Talc Liabilities,[5] the Debtor, the Debtor's interests in the Purchased Assets, the Debtor's operation of the Business before the Closing Date, or the transfer of the Debtor's interests in the Purchased Assets to Purchaser, (collectively, and excluding the Exceptions, the "Encumbrances"), because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Specifically, holders of Encumbrances in, on, or against the Debtor, its Affiliates, its estate, or the Purchased Assets could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of their interests, within the meaning of section 363(f)(5). In addition, holders of Encumbrances in, on, or against the Debtor, its Affiliates, its estate, or the Purchased Assets who did not object, or who withdrew their objections, to the Motion or the Transactions are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.

R. The recitation, in the immediately preceding paragraph of this Order, of specific agreements, plans or statutes is not intended, and shall not be construed, to limit the generality of the categories of liabilities, debts, commitments or obligations referred to as "Encumbrances" therein.

S. The Purchaser would not have entered into the APA and would not consummate the Transactions if the sale of the Purchased Assets to the Purchaser were not free and clear of any and all Encumbrances. The Purchaser is not responsible for any Encumbrances.

[5] "Talc Liabilities" mean, as against the Debtor or its Affiliates, (a) any current or future Liability (i) held by any Person alleging injury to natural person(s), wrongful death, or similar claim arising out of or in any way relating to the presence of, or exposure to, talc, talc-containing products or any byproducts or alleged components of the foregoing (including asbestos) prior to the Closing, or (ii) held by any Person alleging damage to property arising out of or in any way relating to the alleged presence of asbestos contained in talc incorporated in a finished product prior to the Closing, and (b) any current or future claim for contribution, reimbursement, subrogation, or indemnity (as those terms are defined by applicable Law), whether contractual or implied by applicable Law, arising out of or in any way relating to any Liability contemplated by the immediately preceding clause (a) of this definition.

Assumption and Assignment of Contracts and Leases

T. The assumption and assignment of the Purchased Contracts is integral to the APA, is in the best interests of the Debtor and its estate, and represents a valid and reasonable exercise of the Debtor's sound business judgment.

U. In accordance with the APA, the Purchaser shall: (i) to the extent necessary, pay all Cure Costs with respect to the Purchased Contracts, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code and (ii) satisfy and perform all of the Liabilities related to each Purchased Contract when the same are due thereunder. The Purchaser has provided sufficient evidence to constitute adequate assurance of future performance within the meaning of section 365 of the Bankruptcy Code.

V. Except as provided in a separate stipulation filed with the Court, the Cure Cost for each Purchased Contract set forth on **Exhibit 2** hereto (as may be modified in accordance with the terms of the APA and the Bidding Procedures Order) is sufficient to comply fully with the requirements of sections 365(b)(1)(A) and (B) of the Bankruptcy Code. Each counterparty to the Purchased Contracts has had a reasonable opportunity to object to the Cure Costs and to the assumption and assignment to the Purchaser of the applicable Purchased Contracts.

Compelling Circumstances for an Immediate Sale; Business Judgment and Best Interests

W. The Debtor has articulated good, sufficient, and sound business purposes and justifications for approval of the Transactions. The relief requested in the Motion is in the best interests of the Debtor, its estate, its creditors and other parties in interest, and constitutes a reasonable exercise of the Debtor's sound business judgment. The Debtor has demonstrated both (i) good, sufficient, and sound business purposes and justifications and (ii) compelling circumstances for the Transactions other than in the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code before, and outside of, a chapter 11 plan, in that, among

other things, the immediate consummation of the Transactions is necessary and appropriate to maximize the value of the Debtor's estate.

X. Time is of the essence in consummating the Transactions. Based on the record of the Sale Hearing, and for the reasons stated on the record at the Sale Hearing and the Sale Declarations, the Transactions must be consummated as soon as possible following entry of this Order to maximize the value of the Purchased Assets and preserve the viability of the business to which the Purchased Assets relate.

Y. Given all of the circumstances of this chapter 11 case and the adequacy and fair value of the Purchase Price under the APA, consummation of the Transactions is in the best interest of the Debtor's estate, constitutes a reasonable and sound exercise of the Debtor's business judgment, and should be approved.

Z. The Transactions do not constitute a de facto or sub rosa plan of reorganization or liquidation because they do not propose to (i) impair or restructure existing debt of, or equity interests in, the Debtor, (ii) impair or circumvent voting rights with respect to any current or future chapter 11 plan proposed by the Debtor, (iii) circumvent chapter 11 safeguards, including those set forth in sections 1125 and 1129 of the Bankruptcy Code, or (iv) classify claims or equity interests, compromise controversies, or extend debt maturities.

AA. Nothing in the APA creates any third-party beneficiary rights in any entity not a party to the APA.

BB. The consummation of the Transactions and the assumption and assignment of the Purchased Contracts is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), and 365 of the Bankruptcy Code, and all of the applicable requirements of such sections have been

complied with in respect of the Transactions.

IT IS HEREBY ORDERED THAT:

1. **Relief Granted.** The relief requested in the Motion is hereby **GRANTED** in its entirety, and the Transactions are hereby **APPROVED** in their entirety. The failure to include specifically any particular provision of the APA in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of this Court that the APA, and all of its provisions and the payments and transactions provided for therein shall be authorized and approved in their entirety. Likewise, all of the provisions of this Order are non-severable and mutually dependent.

2. **Objections Overruled.** All objections and responses to the Motion, entry of this Order, or the relief granted herein (including with respect to the assumption and assignment of the Purchased Contracts to the Purchaser, the amount of Cure Costs, and all reservation of rights included in this Order) that have not been withdrawn, waived, settled, or otherwise resolved, are hereby **DENIED AND OVERRULED ON THE MERITS WITH PREJUDICE**. All persons and entities given notice of the Motion that failed to object timely thereto are deemed to consent to the relief granted herein, including for purposes of sections 363(f)(2), 365(c)(1), and 365(e)(2) of the Bankruptcy Code.

3. **Approval.** The APA and all of the terms and conditions thereof are hereby approved and authorized in all respects. Pursuant to sections 363(b) and (f) of the Bankruptcy Code, the Debtor is authorized and empowered to take any and all actions necessary or appropriate to (i) consummate the Transactions, pursuant to and in accordance with the terms and conditions of the APA, (ii) close the Transactions as contemplated in the APA and this Order, and (iii) execute and deliver, perform under, consummate, implement, and close fully the APA, including the

assumption and assignment to the Purchaser of the Assumed Liabilities and Purchased Assets, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA and the Transactions.

4. **Binding.** This Order and the APA shall be binding in all respects upon: (i) the Debtor and its respective Affiliates, successors and assigns, its estate, and its creditors; (ii) the Purchaser, and its respective Affiliates, successors, and assigns, and (iii) any affected third parties, including, but not limited to, all holders of Encumbrances in, on, or against the Debtor, its Affiliates, its estate, or the Purchased Assets, all counterparties to any Purchased Contracts, and any trustee, examiners, liquidating trusts, liquidating trustees, or other fiduciaries appointed in this chapter 11 case or upon a conversion of the Debtor's chapter 11 case to a case under chapter 7 of the Bankruptcy Code, including a chapter 7 trustee. The APA shall not be subject to rejection or avoidance under any circumstances. If any order under section 1112 of the Bankruptcy Code is entered, such order shall provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that this Order and the rights granted to the Purchaser shall remain effective and shall remain binding as set forth above, notwithstanding any subsequent dismissal, conversion, or appointment of any trustee(s) under any chapter of the Bankruptcy Code.

5. **Good Faith Purchaser.** The Purchaser is a good faith purchaser of the Purchased Assets and is hereby granted and is entitled to all of the protections provided to a good faith purchaser under section 363(m) and 364(e) of the Bankruptcy Code. Further, pursuant to section 363(m) of the Bankruptcy Code, if any or all of the provisions of this Order are hereafter reversed, modified, or vacated by a subsequent order of the Court or any other court, such reversal, modification, or vacatur shall not affect the validity and enforceability of any sale, transfer, or assignment under the APA or obligation or right granted pursuant to the terms of this Order (unless

stayed pending appeal prior to the Closing Date), and notwithstanding any reversal, modification, or vacatur, any sale, transfer, or assignment shall be governed in all respects by the original provisions of this Order, the APA, and the Transactions contemplated thereunder, as the case may be.

6. **Backup Bidder.** The Backup Bidder is hereby approved, and the Backup Bid submitted by Commodore Materials, on the terms of such bid as stated at the Auction, is hereby approved and authorized. The Backup Bid shall remain binding pursuant to the terms of the Bidding Procedures. In the event the Purchaser fails to close the Transactions and the APA is terminated as a result of the Purchaser's breach or failure to perform (the date of such termination, the "Backup Bidder Date"), Commodore Materials shall be deemed to have the new prevailing bid, and the Debtor shall be authorized, without further order of this Court, to consummate the Transactions with Commodore Materials on the terms and conditions of the Backup Bid as reflected in an asset purchase agreement substantially in the form of the APA, as the same may be amended to reflect the terms of the Backup Bid and pursuant to terms and conditions of an asset purchase agreement negotiated in good faith by the parties in conformance with the Backup Bid (the "Backup Bidder APA"); *provided* that neither the Debtor nor the Purchaser has previously terminated the APA in accordance with its terms other than as a result of the Purchaser's breach or failure to perform. Within one (1) business day of the Backup Bidder Date, the Debtor shall file with the Court a notice advising that the APA has not been consummated and that Commodore Materials has been deemed to have the new prevailing bid. In the event the Debtor consummates the Transactions with Commodore Materials, all references to the "Purchaser" and the "APA" in this Order shall be deemed to refer to Commodore Materials and the Backup Bidder APA, respectively, and all of the terms, findings, protections, authorizations, and other provisions of this

Order (including, without limitation, the good-faith purchaser protections under section 363(m), the free and clear and successor liability provisions, the assumption and assignment authorizations, and the injunctions and releases set forth herein) shall apply to Commodore Materials and the Backup Bidder APA with the same force and effect as if originally entered with respect to Commodore Materials and the Backup Bidder APA.

7. **Section 363(n).** Neither the Debtor nor the Purchaser has engaged in any conduct that would cause or permit the APA to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code. Accordingly, the APA and the Transactions shall not be avoidable under section 363(n) of the Bankruptcy Code, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) or any other section of the Bankruptcy Code in respect of the APA or the Transactions.

8. **Debtor Authorization.** Upon the Closing, the Debtor shall be, and hereby is, authorized, empowered, and directed, pursuant to sections 105, 363(b), 363(f) and 365 of the Bankruptcy Code, to sell, transfer and assign the Debtor's right, title, and interest in the Purchased Assets to the Purchaser, and such transfer shall constitute a legal, valid, binding, and effective transfer of such Purchased Assets and shall vest the Purchaser with title to the Purchased Assets and, upon the Debtor's receipt of the Purchase Price, shall be free and clear of all Encumbrances, including, without limitation, fraudulent transfer liability and successor or successor-in-interest liability and claims in respect of the Excluded Liabilities. Upon the Closing, the Purchaser shall take title to and possession of the Purchased Assets subject only to the Exceptions.

9. **Conditions Precedent.** The Debtor and the Purchaser shall have no obligation to proceed with the Closing until all conditions precedent to their obligations to proceed have been met, satisfied, or validly waived in accordance with the terms of the APA.

10. **Self-Executing.** The provisions of this Order authorizing the Transactions and assignment of the Purchased Assets free and clear of any Encumbrances shall be self-executing, and the Debtor and the Purchaser shall not be required to execute or file releases, termination, statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order.

11. **Valid Agreement.** On the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Debtor's interests in the Purchased Assets. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the Transactions.

12. **Direction to Creditors.** On the Closing Date, each of the Debtor's creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release any Encumbrances in the Purchased Assets, if any, as such Encumbrances may otherwise exist. If any person or entity that has filed financing statements, mortgages, mechanics liens, *lis pendens* or other documents, instruments, notices or agreements evidencing any Encumbrance in, on, or against the Debtor, its Affiliates, its estate, or the Purchased Assets shall not have delivered to the Debtor before the Closing, in proper form for filing and executed by the appropriate parties, termination statements, releases or instruments of satisfaction that the person or entity has with respect to the Purchased Assets, then with regard to the Purchased Assets, (a) the Debtor and Purchaser are authorized to execute and file such termination statements, releases, instruments of satisfaction or other documents on behalf of the person or entity with respect to the Purchased Assets and (b) the Debtor and Purchaser are authorized to file, register or otherwise record a certified copy of this Order which, once filed, registered or otherwise recorded, shall constitute

conclusive evidence of the release of all Encumbrances in, on, or against the Debtor, its Affiliates, its estate, or the Purchased Assets. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, local, tribal, or foreign government agency, department, or office.

13. **Direction to Recording Officers.** Except as expressly set forth in the APA, this Order (i) shall be effective as a determination that, as of the Closing, all Encumbrances have been unconditionally released, discharged and terminated as to the Debtor, its Affiliates, its estate, and the Purchased Assets, and that the conveyances and transfers described herein and in the APA have been effected, and (ii) is and shall be binding upon and govern the acts of all Persons, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, county and local officials and all other Persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments that reflect that Purchaser is the assignee and owner of the Debtor's right, title and interest in the Purchased Assets, free and clear of all Encumbrances, or who may be required to report or insure any title or state of title in or to any lease (all such entities being referred to as "Recording Officers"). All Recording Officers are authorized and directed to strike recorded Encumbrances in, on, or against the Debtor, its Affiliates, its estate, or the Purchased Assets recorded prior to the date of this Order. A certified copy of this Order may be filed with the appropriate Recording Officers to evidence cancellation of any recorded Encumbrances in, on, or against the Debtor, its Affiliates, its estate, or the Purchased Assets recorded prior to the date of this Order. All Recording Officers are hereby authorized to accept for filing any and all of the documents and instruments necessary, advisable

or appropriate to consummate the Transactions.

14. **Direction to Surrender Purchased Assets.** All persons or entities, presently or on or after the Closing Date, in possession or control of some or all of the Purchased Assets shall surrender possession or control of such Purchased Assets to the Purchaser or its assignee on the Closing Date or at such time thereafter as the Purchaser may request.

15. **Licenses and Permits.** Except as set forth in paragraph 49 of this Order with respect to Federal Interests, to the maximum extent permitted under applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtor with respect to the Purchased Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Purchaser with respect to the Purchased Assets as of the Closing Date. To the extent the Purchaser cannot operate under any such license, permit, registration, and governmental authorization or approval in accordance with the previous sentence, then to the maximum extent permitted under applicable law, such licenses, permits, registrations, and governmental authorizations and approvals shall be in effect while the Purchaser, with assistance from the Debtor, works promptly and diligently to apply for and secure all necessary government approvals for new issuance of such licenses, permits, registrations, and governmental authorizations and approvals to the Purchaser. The Debtor is authorized and directed to assist Purchaser in applying for and securing the governmental approvals described in the immediately foregoing sentence.

16. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Purchased Assets on account of the filing or pendency of this chapter 11 case or the consummation of the

Transactions.

17. **Talc Removal.** The Debtor and its Affiliates and their respective Representatives are hereby granted reasonable access to the Gouverneur Premises for a period of six (6) months following the Closing, solely for purposes of (i) removing all talc from the premises; (ii) cleaning the talc silos and any other storage areas containing talc, including, without limitation, areas used for the storage of core samples; and (iii) removing all related materials and debris other than the silos themselves (the "Remediation Activities"), in each case at the Debtor's cost and expense and on terms reasonably satisfactory to the Purchaser.

18. **Transfer of Title and Interests.** All of the Debtor's right, title and interest in the Purchased Assets that are to be acquired by Purchaser under the APA shall be, as of the Closing Date and upon the occurrence of the Closing, transferred to and vested in Purchaser pursuant to the terms of the APA (unless a different timing is so specified in the APA). Upon the occurrence of the Closing (or such other time as is specified in the APA), this Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Debtor's right, title and interest in the Purchased Assets to Purchaser pursuant to the APA. As set forth in, and solely to the extent provided by, Section 2.1(b)(xiv) of the APA, the Avoidance Actions between the Debtor, on the one hand, and any non-Affiliate third party that, as of the Petition Date, had a commercial relationship with the Business (as defined in the APA), on the other hand, are hereby assigned and transferred to the Purchaser. For the avoidance of doubt, all other Avoidance Actions not expressly included in Section 2.1(b)(xiv) of the APA constitute Excluded Assets and are retained by the Debtor's estate. The Debtor is hereby authorized in accordance with sections 105(a) and 365 of the Bankruptcy Code to assume and assign to the Purchaser, effective upon the Closing, the Purchased Contracts.

19. **Consideration.** The consideration provided by the Purchaser to the Debtor pursuant to the APA and DIP Credit Agreement constitutes substantial, reasonably equivalent value, and fair consideration under, and the Transactions shall not constitute a fraudulent transfer or fraudulent conveyance under, the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transfer Act, the Uniform Fraudulent Conveyance Act, or under the laws of the United States, any state, territory, possession, or the District of Columbia.

20. **Good Faith Deposit.** Pursuant to Section 3.6 of the APA, Purchaser has deposited a sum of $6,400,000 (the "Deposit Amount") with the Escrow Agent, which will be held in escrow, and the Debtor and Purchaser shall cause the Deposit Amount to be distributed as follows: (a) if the Closing occurs, the Deposit Amount will be applied towards the Cash Amount payable by Purchaser pursuant to Section 3.3 of the APA, (b) if the APA is terminated pursuant to Section 4.4(d) of the APA, then the Deposit Amount shall be released to Debtor and (c) if the APA is terminated for any other reason other than pursuant to Section 4.4(d) of the APA, then the Deposit Amount will be promptly returned to Purchaser.

21. **No Alteration of the DIP Lender's Claims or Liens.**[6] Nothing in the APA or this Order shall be deemed to amend, modify, or limit the rights (including, without limitation, the liens, security interests, or superpriority claims) of the DIP Lender (which, for the avoidance of doubt, is the same entity as the Purchaser) pursuant to the DIP Orders or the Loan Documents, or in respect of the DIP Obligations or the liens, security interests, or superpriority claims of the DIP Lender, until the Closing Date, at which point upon receipt by the DIP Lender of cash in the amount sufficient to pay the DIP Obligations in full, any such liens, security interests, and superpriority

[6] Capitalized terms used in this paragraph but not otherwise defined shall have the meanings ascribed to such terms in the DIP Credit Agreement or the *Interim Order (I) Authorizing the Debtor to (A) Obtain Postpetition Financing and (B) Grant Liens and Superpriority Administrative Expense Claims to the DIP Lender; (II) Modifying the Automatic Stay; and (III) Granting Related Relief* [Docket No. [•]], as applicable.

claims of the DIP Lender shall be deemed satisfied in full and/or released.

22. **Assumption and Assignment.** With respect to the Purchased Contracts: (a) each Purchased Contract is an executory contract or unexpired lease under section 365 of the Bankruptcy Code, (b) the Debtor may assume each Purchased Contract in accordance with section 365 of the Bankruptcy Code, (c) the Debtor may assign each Purchased Contract in accordance with sections 363 and 365 of the Bankruptcy Code, and (d) any provisions in any Purchased Contract that prohibits or conditions the assignment of such Purchased Contract or allows the party to such Purchased Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Purchased Contract, including without any limitation any "change of control" or similar type provision, constitutes unenforceable anti-assignment provisions that are void and of no force and effect with respect to the Transactions and approved hereby, (e) all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtor and assignment to the Purchaser of each Purchased Contract have been satisfied, (f) the Purchased Contracts shall be transferred and assigned to, and following the Closing shall remain in full force and effect for the benefit of, the Purchaser, notwithstanding any provision in any such Purchased Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, and the Debtor shall be relieved from any further liability with respect to the Purchased Contracts after such assignment to and assumption by the Purchaser, and (g) upon Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested in all right, title, and interest of each Purchased Contract.

23. **No Defaults Exist.** All defaults or other obligations of the Debtor under the

Purchased Contracts arising or accruing prior to the Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be cured by the Purchaser and the Debtor in accordance with the APA at the Closing or as soon thereafter as practicable by payment of the Cure Costs. Upon the Debtor's assignment of the Purchased Contracts to the Purchaser under the provisions of this Order and the payment of any Cure Costs, no default shall exist under any Purchased Contracts, and no counterparty shall be permitted (a) to declare a default by the Purchaser under such Purchased Contract on account of any pre-Closing obligations under such Purchased Contract, or (b) otherwise take action against the Purchaser as a result of the Debtor's financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Purchased Contract. Each non-Debtor party to a Purchased Contract hereby is also forever barred, estopped, and permanently enjoined from (i) asserting against the Debtor or the Purchaser, or the property of any of them, any default or claim arising out of any indemnity obligation or warranties for acts or occurrences arising or to or existing as of the Closing, or, against the Purchaser, any counterclaim, defense, setoff, or any other claim asserted or assertable against the Debtor, or (ii) imposing or charging against the Purchaser or its Affiliates any rent accelerations, assignment fees, increases, or any other fees as a result of the Debtor's assumption and assignment to the Purchaser of the Purchased Contracts.

24. **Cure Costs.** The Cure Costs identified on **Exhibit 2** to this Order reflect the sole amounts necessary under section 365(b) of the Bankruptcy Code to cure all monetary defaults under the Purchased Contracts, and no other amounts are or shall be due in connection with the assumption by the Debtor and the assignment to the Purchaser of the Purchased Contracts. The Purchaser and the Debtor may mutually agree to defer any resolution or proceeding regarding a

disputed Cure Cost to a date following the Sale Hearing, and the Closing may occur notwithstanding the existence of any such unresolved disputed Cure Cost, with the Debtor reserving sufficient funds (or such other reserve as the Purchaser and the Debtor may mutually agree) to satisfy any such disputed Cure Cost as and when finally determined by this Court or by agreement of the parties. To the extent that any counterparty failed to timely object to its Cure Cost, such counterparty is deemed to have consented to such Cure Cost and the assignment of its respective Purchased Contract to the Purchaser.

25. **Adequate Assurance.** The Purchaser has provided adequate assurance of its future performance under the relevant Purchased Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code (including section 365(b)(3) of the Bankruptcy Code to the extent applicable). All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtor and assignment to the Purchaser of the Purchased Contracts have been satisfied.

26. **Amendments to Purchased Contracts.** To the extent Purchaser seeks to add additional Contracts as Purchased Contracts or identifies Purchased Contracts that have not been included in the Assumption and Assignment Notice (the "Additional Contracts"), Purchaser shall notify the Debtor of its request by no later than the Closing Date. In the event Purchaser seeks such assignment of Additional Contracts, the Debtor shall promptly file with the Bankruptcy Court and serve on each non-Debtor counterparty to such Additional Contracts a supplemental Assumption and Assignment Notice. The Additional Contract counterparty shall have until 4:00 p.m. Eastern Time on the date that is fourteen (14) days from the date of service of such supplemental Assumption and Assignment Notice to file and serve any objection to the assumption and assignment of the Additional Contract and proposed Cure Cost, if any. If no objection is timely

filed and served, such Additional Contract shall be deemed a Purchased Contract, the payment of the proposed Cure Cost (or such other amount or terms may be agreed between the Debtor, Purchaser and the non-Debtor counterparty), if any, shall be authorized, and the assumption by the Debtor and assignment to Purchaser of such Purchased Contract shall be hereby approved pursuant to this Order.

27. In addition, at any time from the date the Court enters the Bidding Procedures Order through the Designation Deadline (as defined in the APA), and thereafter solely as and to the extent permitted by Section 2.6(d) of the APA, the Purchaser may, in its sole discretion, designate any contract of the Debtor as an assumed and assigned contract or a rejected contract by providing written notice to the Debtor (the "Designation Notice"). Within five (5) business days of the Debtor's receipt of a Designation Notice, the Debtor shall provide written notice to the applicable counterparties (each, an "Assignment/Rejection Notice") of the Debtor's intent to assume and assign such contract or reject such contract, as applicable. In the event that a Designation Notice designating a contract to be assumed and assigned is served after the Closing, any Cure Costs due to the applicable counterparty shall be paid within five (5) business days of delivery of the applicable Assignment/Rejection Notice.

28. **No Further Liability of the Debtor.** Except as provided in the APA or this Order, after the Closing, the Debtor and its estate shall have no further liabilities or obligations with respect to any Purchased Contracts or Assumed Liabilities, and all holders of such claims are forever barred and estopped from asserting such claims against the Debtor, its successors or assigns, its property or its assets or estate.

29. **Preservation of Terms and Conditions.** The failure of the Debtor or the Purchaser to enforce at any time one or more terms or conditions of any Purchased Contract shall not be a

waiver of such terms or conditions, or of the Debtor's and the Purchaser's rights to enforce every term and condition of the Purchased Contracts.

30. **No Successor Liability.** To the fullest extent permitted under applicable law, except for the Exceptions, or as otherwise expressly provided for in this Order or the APA, the Purchaser Related Parties shall not have any liability with respect to obligations of the Debtor, its Affiliates, or the Debtor's estate arising under or related to any of the Purchased Assets. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein or in the APA, the Purchaser Related Parties shall not be liable for any claims against the Debtor or any of its predecessors or Affiliates, or the Debtor's estate, and shall have no successor or vicarious liabilities of any kind or character, including, without limitation, under any labor law or theory of antitrust, environmental, successor or transferee liability, de facto merger, mere continuation, substantial continuity, or fraudulent transfer, whether known or unknown as of the Closing Date, now existing or hereafter arising, fixed or contingent, asserted or unasserted, legal or equitable, or liquidated or unliquidated, including, without limitation, liabilities on account of warranties, environmental liabilities, and any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of any of the Purchased Assets prior to the Closing. For the avoidance of doubt, Purchaser shall have no liability for any claims against the Debtor, its Affiliates, or the Debtor's estate, including any claims arising from or related to the Intercompany Settlement or the transfer of assets thereunder.

31. **Injunction.** On the Closing Date, all persons and entities, to the extent allowed by law, are forever prohibited, estopped and permanently enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against the Purchaser, its respective successors and

assigns, or the Purchased Assets, based upon or with respect to any Encumbrance of which the Transactions are free and clear under the terms of this Order.

32. All persons and entities, including, but not limited to, the Debtor, all the Debtor's employees, former employees, debt holders, and equity holders, and all administrative agencies, governmental units, tax and regulatory authorities, secretaries of state, federal, state, and local officials, lenders, contract parties, bidders, lessors, other parties in possession of any of the Purchased Assets at any time, trade creditors, and all other creditors holding or asserting Encumbrances or Excluded Liabilities, of any kind or nature whatsoever against or in the Debtor or in the Debtor's interests in the Purchased Assets (whether known or unknown as of the Closing Date, now existing or hereafter arising, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, whether imposed by agreement, understanding, law, equity, or otherwise), shall be and hereby are forever barred, estopped, and permanently enjoined from asserting, prosecuting, commencing, continuing, or otherwise pursuing in any manner any action, claim, or other proceeding of any kind, directly or indirectly, against (i) the Purchaser Related Parties, the Purchaser's financial advisors and representatives (each of the foregoing in its individual capacity), or property, (ii) the Debtor or any of its Affiliates, predecessors, successors, or assigns or any of their respective current and former members, managers, officers, directors, managed funds, investment advisors, attorneys, employees, partners, principals, Affiliates, shareholders (or equivalent), financial advisors and representatives (each of the foregoing in its individual capacity), or property, or (iii) the Purchased Assets that arise under or out of, in connection with, or in any way relate to, the Debtor, the operation of the Debtor's business on or prior to the Closing Date, the Transactions, or the transfer of the Purchased Assets and Assumed Liabilities to the Purchaser. Actions that are barred include, without limitation: (i) the

commencement or continuation of any action or other proceeding, (ii) the enforcement, attachment, collection, or recovery of any judgment, award, decree, or order, (iii) the creation, perfection, or enforcement of any Encumbrance, (iv) the assertion of any right of setoff, not asserted prepetition, or subrogation claims against the Purchaser, (v) the commencement or continuation of any action that does not comply with, or is inconsistent with, the provisions of this Order, any actions contemplated or taken in respect hereof, the APA, or the Transactions, and (vi) the revocation, termination, failure, or refusal to renew any governmental authorization, acknowledge or accept assignment of any license, permit, registration, or governmental authorization or approval to operate any of the Purchased Assets, or conduct the businesses associated with such Purchased Assets. For the avoidance of doubt, the injunction set forth in paragraphs 31-32 of this Order extends to Talc Liabilities.

33. **Releases.** Effective upon Closing, (a) Purchaser (individually and on behalf of its Affiliates) hereby releases and forever discharges Seller and its Affiliates and their respective successors and assigns and all of their respective Representatives (collectively, the "Seller Released Parties") from any and all actual or potential claims, causes of action, Legal Proceedings or Liabilities, of whatever kind or nature (including attorneys' fees and costs), in law (including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601 et seq., or other Laws relating to the environment or health and safety) or equity, known or unknown, suspected or unsuspected, now existing or hereafter arising, whether contractual, in tort or otherwise, which Purchaser or any of its Affiliates had, have, or may have in the future otherwise relating in any way to the Purchased Assets or the Assumed Liabilities; provided, however, that this release shall not apply to any claims related to Tax liabilities that constitute priority tax claims under Section 507(a)(8) of the Bankruptcy Code, and (b) Seller (individually and on behalf of its

Affiliates) hereby releases and forever discharges Purchaser and each of its Affiliates and their respective successors and assigns and all of their respective Representatives (collectively, the "Purchaser Released Parties") from any and all actual or potential claims, causes of action, Legal Proceedings or Liabilities of whatever kind or nature (including attorneys' fees and costs), in law (including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601 et seq., or other Laws relating to the environment or health and safety) or equity, known or unknown, suspected or unsuspected, now existing or hereafter arising, whether contractual, in tort or otherwise, which Seller or any of its Affiliates thereof had, have, or may have in the future (1) to the extent that it relates to the Purchased Assets, the Business, or the operations of the Business prior to the Closing (other than the Assumed Liabilities) or (2) otherwise relating in any way to the Excluded Assets or the Excluded Liabilities; provided that (i) nothing in this paragraph 33 will constitute a release of any Person arising from conduct of such Person that is determined by a Final Order to have constituted Fraud, willful breach, knowing and intentional misrepresentation or criminal act by such Person, and (ii) nothing in the APA will be construed to release any Person from any of its contractual obligations under, or any breach of, the APA or any of the other agreements contemplated by the Transactions, including its obligations in respect of the Purchased Assets, Assumed Liabilities, Excluded Assets, or Excluded Liabilities, as the case may be, each of which will remain fully effective and enforceable from and after the Closing Date. Purchaser and Seller have been made aware of, and understand, the provisions of California Civil Code Section 1542 ("Section 1542"), which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." Purchaser and Seller expressly, knowingly, and

intentionally waive any and all rights, benefits, and protections of Section 1542 and of any other state or federal statute or common law principle limiting the scope of a general release.

34. **Quiet Title.** Following the Closing Date, no holder of an Encumbrance in, on, or against the Debtor, its Affiliates, its estate, or the Purchased Assets shall interfere with the Purchaser's title to or use and quiet enjoyment of the Purchased Assets based on or related to such Encumbrance, or any actions that the Debtor may take in the Debtor's chapter 11 case.

35. **No Obligation to Maintain Benefits.** Nothing in this Order or the APA shall require the Purchaser to (a) continue or maintain in effect, or assume any liability in respect of any employee, pension, welfare, fringe benefit or any other benefit plan, trust arrangement, or other agreements to which the Debtor or its Affiliates are a party or have any responsibility therefor including medical, welfare, and pension benefits payable after retirement or other termination of employment, or (b) to the fullest extent permitted under applicable law, assume any responsibility as a fiduciary, plan sponsor, or otherwise, for making any contribution to, or in respect of the funding, investment, or administration of any employee benefit plan, arrangement, or agreement (including pension plans) or the termination of any such plan, arrangement, or agreement.

36. **Monetary Obligations to Governmental Units.** Notwithstanding the foregoing, the Purchaser is not assuming and has no liability for any monetary obligations of the Debtor, its Affiliates, or the Debtor's estate to any governmental unit, and nothing herein shall deem the Purchaser as the successor to the Debtor, its Affiliates, or the Debtor's estate with respect to penalties, fines, or other monetary obligations for days of violation (if any) before the Closing.

37. **Amounts Payable.** Any amounts payable by the Debtor under the APA shall be paid in the manner provided in the APA and the Bidding Procedures Order, without further order of this Court, shall be allowed administrative claims in an amount equal to such payments in

accordance with sections 503(b) and 507(a)(2) of the Bankruptcy Code, shall have the other protections provided in the Bidding Procedures Order, and shall not be discharged, modified, or otherwise affected by any chapter 11 plan of the Debtor, except by an express agreement with the Purchaser, its successors, or assigns.

38. **No Stay of Order.** Pursuant to Bankruptcy Rules 6004(h), and 6006(d), this Order shall be effective immediately upon entry, and the Debtor and the Purchaser are authorized to close the Transactions immediately upon entry of this Order. The automatic stay imposed by section 362 of the Bankruptcy Code is modified to the extent necessary to implement the Transactions and the other provisions of this Order.

39. **No Waiver.** Nothing in this Order shall modify or waive any closing conditions or termination rights in the APA, and all such conditions and rights shall remain in full force and effect in accordance with their terms.

40. **Bulk Sales Law.** No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Transactions. Except for the Debtor's investment banker retained in its chapter 11 case and any investment banker fee or other compensation approved by the Court in the Debtor's chapter 11 case, no brokers were involved in consummating the Transactions, and no brokers' commissions are due to any person or entity in connection with the Transactions. The Purchaser is not and will not become obligated to pay any fee or commission or like payment to any broker, finder, or financial advisor as a result of the consummation of the Transactions based upon any arrangement made by or on behalf of the Debtor. The Purchaser hereby waives, and will be deemed to waive, any requirement of compliance with, and any claims related to non-compliance with, the provisions of any bulk sales, bulk transfer, or similar law of any jurisdiction that may be applicable.

41. **Non-severable.** The failure specifically to include any particular provision of the APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the APA and the Transactions are authorized and approved in their entirety. Likewise, all of the provisions of this Order are non-severable and mutually dependent.

42. **Amendments.** The APA and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of this Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtor's estate or third parties.

43. **Exclusive Jurisdiction.** This Court shall retain exclusive jurisdiction to interpret, implement, and enforce the terms and provisions of this Order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtor is a party or which has been assigned by the Debtor to the Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Transactions, including, without limitation, retaining jurisdiction to: (a) compel delivery of the Purchased Assets to the Purchaser; (b) interpret, implement, and enforce the provisions of this Order and the APA, including the releases and injunctions contained in this Order; (c) protect the Purchaser against any Encumbrances in, on, or against the Debtor, its Affiliates, its estate, or the Purchased Assets of any kind or nature whatsoever, attaching to the proceeds of the Transactions; and (d) enter any orders under sections 363 and 365 of the Bankruptcy Code with respect to the Purchased Contracts.

44. **Subsequent Plan Provisions.** Nothing contained in any chapter 11 plan confirmed in the Debtor's chapter 11 case or any order confirming any such plan or any other order in the

Debtor's chapter 11 case (including any order entered after any conversion of this case into a case under chapter 7 of the Bankruptcy Code) shall alter, conflict with, or derogate from, the provisions of the APA or this Order and, to the extent of any such conflict, the terms of this Order and the APA shall control.

45. **Execute and Deliver.** From time to time, as and when requested by the other, the Debtor and the Purchaser, as the case may be, shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the Transactions, including, such actions as may be necessary to vest, perfect or confirm, or record or otherwise, in the Purchaser the Purchaser's right, title, and interest in and to the Purchased Assets.

46. **Time Periods.** All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

47. **PBGC.** Nothing in this 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. § 1002(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 the written consent of the Pension Benefit Guaranty Corporation ("PBGC"). 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 this Order. For the avoidance of doubt, the Purchaser has not agreed to assume any Pension Plans.

48. **United Steelworkers.** The Cure Costs, if any, related to the assumption and assignment of the Debtor's collective bargaining agreements with the United Steelworkers, as set forth in the APA (including all of the Debtor's obligations under the assumed collective bargaining agreement, including but not limited to paid time off, grievances, grievance and other settlements, arbitration awards, and contributions for health care, retirement, or other benefits, to the extent such obligations are valid and payable) shall be satisfied in the ordinary course, by the Debtor or the Purchaser, as applicable; provided, that nothing in this paragraph modifies the Debtor's obligations under the APA. For the avoidance of doubt, the Debtor will have no obligations under any collective bargaining agreement assumed by the Purchaser upon the occurrence of the Closing with respect to obligations that arise after the Closing Date. As a result, if any collective bargaining agreement with the United Steelworkers is assumed and assigned, no proof of claim, request for administrative expense, or cure claim need be filed with respect to such cure amounts, provided, however, that the Debtor's and the Purchaser's rights, defenses, claims, and counterclaims with respect to any such claim are expressly preserved.

49. **United States of America.** Notwithstanding any provision to the contrary in this Order, the APA, or any other document related to the Transactions, nothing shall:

a. 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;

b. affect the setoff rights of the United States of America against the Debtor;

c. affect the recoupment rights of the United States of America;

d. authorize the assumption, assignment, sale or other transfer of any federal or state (a) grants, (b) grant funds, (c) rights-of-ways, (d) agreements, (e) awards, (f) leases, (g) registrations, (h) billing numbers, (i) national provider identifiers, (j) provider transaction access numbers, (k) licenses, or (l) permits (collectively, "Federal Interests") without compliance by the Debtor and Purchaser with all terms of the Federal Interests and with all applicable non-bankruptcy law;

e. be interpreted to set cure amounts or to require the United States of America to novate, approve or otherwise consent to the sale, assumption, assignment or other transfer of any Federal Interests; or

f. expand the scope of 11 U.S.C. § 525.

In the event of an inconsistency or conflict between any provision of the APA and any provision of this Order, as to the United States of America, the provisions of this Order shall govern.[7]

50. **Zurich.** 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

[7] Commodore Materials did not reach an agreement with the United States Department of Justice on the language set forth in paragraph 49. In the event Commodore Materials' Backup Bid becomes the Successful Bid, the Debtor will schedule an emergency hearing before this Court to address such language.

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").

51. Nothing in any sale order, any asset purchase agreement or purchase and sale agreement, including, without limitation the 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 Debtor's 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 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.

52. **This Order Governs.** To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion in this chapter 11 case, or the terms of the APA, the terms of this Order shall govern.

SO ORDERED.

Exhibit 1

Asset Purchase Agreement

[Attached]

Execution Version

ASSET PURCHASE AGREEMENT

dated as of [●], 2026

by and between

VM Buyer LLC

and

Vanderbilt Minerals, LLC

TABLE OF CONTENTS

Page

I. DEFINITIONS 2

1.1 Certain Definitions 2
1.2 Terms Defined Elsewhere in this Agreement 11
1.3 Other Definitional and Interpretive Matters. 13

II. PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES 14

2.1 Purchase and Sale of Assets. 14
2.2 Excluded Assets 16
2.3 Assumption of Liabilities 17
2.4 Excluded Liabilities 18
2.5 Cure Amounts 18
2.6 Non-Assignment of Assets. 19
2.7 Further Conveyances and Assumptions 20
2.8 Withholding Rights 20

III. CONSIDERATION 21

3.1 Consideration 21
3.2 Reserved 21
3.3 Payment of Cash Amount 21
3.4 Purchase Price Adjustment 21
3.5 Escrow 24
3.6 Purchase Price Deposit 24
3.7 Payment of Cash Amount 25

IV. CLOSING AND TERMINATION 25

4.1 Closing Date 25
4.2 Deliveries by Seller 25
4.3 Deliveries by Purchaser 26
4.4 Termination of Agreement 27
4.5 Procedure Upon Termination 28
4.6 Effect of Termination 29

V. REPRESENTATIONS AND WARRANTIES OF SELLER 29

5.1 Organization and Good Standing 29
5.2 Authorization of Agreement 29
5.3 Consents 30
5.4 Title to Purchased Assets 30
5.5 Validity of Purchased Contracts 30
5.6 Litigation 30
5.7 Compliance with Laws 31
5.8 Employee Compensation and Employee Benefit Plans; ERISA 31

TABLE OF CONTENTS
(continued)

Page

5.9 Labor Matters 31
5.10 Intellectual Property 32
5.11 Financial Advisors 33
5.12 Real Property 33
5.13 Environmental Matters 33
5.14 Insurance 34
5.15 Certain Payments 34
5.16 Data Privacy and Information Security 34
5.17 Taxes 35
5.18 No Other Representations or Warranties; Schedules 36

VI. REPRESENTATIONS AND WARRANTIES OF PURCHASER 36

6.1 Organization and Good Standing 36
6.2 Authorization of Agreement 37
6.3 Consents and Approvals; No Violations. 37
6.4 Financial Capability 37
6.5 Permitting 38
6.6 Condition of the Purchased Assets 39
6.7 Exclusivity of Representations and Warranties 39

VII. BANKRUPTCY COURT MATTERS 40

7.1 Submission for Bankruptcy Court Approval 40
7.2 Bankruptcy Process. 40
7.3 Backup Bidder ..... **Error! Bookmark not defined.**

VIII. COVENANTS 41

8.1 Access to Information 41
8.2 Actions Pending the Closing 41
8.3 Consents 42
8.4 Reasonable Best Efforts; Consents to Assignment 42
8.5 Publicity 43
8.6 Confidentiality 43
8.7 Transition Services Agreement 43
8.8 Permitting 44
8.9 Employee Matters. 45
8.10 Releases 46
8.11 Bulk Transfer Laws 47
8.12 Pre-Closing Actions; Eminent Domain; Casualty Loss 47
8.13 Removal of Talc 48

IX. CONDITIONS TO CLOSING 48

9.1 Conditions Precedent to Obligations of Purchaser 48

TABLE OF CONTENTS
(continued)

Page

9.2 Conditions Precedent to Obligations of Seller 49
9.3 Conditions Precedent to Obligations of Purchaser and Seller 50
9.4 Frustration of Closing Conditions 50

X. TAXES AND PRORATIONS 50

10.1 Transfer Taxes 50
10.2 Purchase Price Allocation 51
10.3 Prorations and other Costs 51
10.4 Cooperation and Audits 51

XI. GENERAL GOVERNING PROVISIONS 52

11.1 No Survival of Representations and Warranties 52
11.2 Expenses 52
11.3 Injunctive Relief 52
11.4 Submission to Jurisdiction; Consent to Service of Process. 52
11.5 Waiver of Right to Trial by Jury 53
11.6 Entire Agreement; Amendments and Waivers 53
11.7 Governing Law 53
11.8 Notices 53
11.9 Severability 54
11.10 Assignment 54
11.11 Non-Recourse 55
11.12 Counterparts 55

Exhibit

Exhibit A: Form of Sale Order
Exhibit B: Replacement DIP Commitment Term Sheet

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of [●], 2026 (the "Effective Date"), is by and between VM Buyer LLC, a Delaware limited liability company ("Purchaser"), and Vanderbilt Minerals, LLC, a Delaware limited liability company ("Seller"). Certain capitalized terms used in this Agreement that are not otherwise defined are defined in Article I.

A. On February 16, 2026 (the "Petition Date"), Seller filed a voluntary petition for relief under Chapter 11 of Title 11 under Case No. 26-60110 (the "Bankruptcy Case") of the United States Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of New York (the "Bankruptcy Court").

B. On the Petition Date, Seller filed the Bidding Procedures Motion, which requested the Bankruptcy Court to approve the Bidding Procedures and the Assumption and Assignment Procedures, among other things.

C. On March 26, 2026, the Bankruptcy Court entered the Bidding Procedures Order, which approved the relief requested in the Bidding Procedures Motion with certain modifications.

D. Seller engages in the business of mining minerals used for natural rheology medication and other consumer and industry minerals that are used for additives and fillers in plastics, personal care and pharmaceuticals, ceramics, coatings and agrochemical products (the "Business").

E. In accordance with the Bidding Procedures and subject to the terms and conditions set forth in this Agreement and the entry of the Sale Order, Seller desires to sell to Purchaser the Purchased Assets and assign to Purchaser the Assumed Liabilities and Purchaser desires to purchase from Seller the Purchased Assets and assume the Assumed Liabilities, in each case, upon the terms and conditions set forth in this Agreement.

F. On the terms and subject to the conditions set forth herein, and pursuant to the Bidding Procedures, Seller intends to and shall file a proposed Sale Order, which Sale Order will, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure, authorize and approve the Transactions, including the assignment by the Seller to, and the assumption by, Purchaser of the Purchased Contracts and the Assumed Liabilities thereunder in accordance with Section 365 of the Bankruptcy Code, all in the manner and subject to the terms and conditions set forth in this Agreement and the Sale Order and in accordance with other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court.

G. Concurrently with the execution of this Agreement, Purchaser and Riverspan Partners Fund I LP are entering into the Equity Commitment Letter.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree:

I. DEFINITIONS

1.1 Certain Definitions. For purposes of this Agreement, each of the following terms, when used herein with initial capital letters, has the meaning specified in this Section 1.1 or in the other Sections of this Agreement identified in Section 1.2:

"Actual Adjustment" means an amount (expressed as a positive or a negative number) equal to the Final Calculation of the Closing Cash Payment *minus* the Closing Cash Payment.

"Adjustment Escrow Amount" means an amount equal to Three Million Three Hundred Eighty-Three Thousand Eight Hundred Fifty Dollars ($3,383,850).

"Adjustment Escrow Fund" means the Adjustment Escrow Amount held in the Adjustment Escrow Account to be held in escrow pursuant to the terms and conditions of the Escrow Agreement (including all interest, dividends and other income earned thereon, if any).

"Advanced Milling" means Advanced Milling Technologies, LLC, a New York limited liability company.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Alternative Transaction" means the consummation of a transaction with respect to any Purchased Assets, other than the Transactions in this Agreement, including through confirmation of a Chapter 11 plan or any Chapter 11 plan that does not effectuate the Transactions in this Agreement.

"Anti-Kickback Act" means the Anti-Kickback Act of 1986, as amended from time to time.

"Assumed Capital Lease Amount" means all Liabilities, costs, and expenses assumed by the Purchaser in connection with any capital leases included in the Purchased Contracts.

"Assumed Intercompany Payables" means accounts payable held by the Seller with respect to any Affiliate solely if such accounts payable arise in the Ordinary Course of Business following the Petition Date that are expected to continue post-Closing.

"Assumed Intercompany Receivables" means accounts receivable held by the Seller with respect to any Affiliate solely if such accounts receivable arise in the Ordinary Course of Business following the Petition Date that are expected to continue post-Closing.

"Assumption and Assignment Procedures" has the meaning set forth in the Bidding Procedures Motion.

"Auditor" means a nationally recognized independent public accounting firm to be mutually agreed to in writing by Purchaser and Seller.

"Avoidance Actions" means all claims, and causes of action under Sections 547, 548, 549, and 550 of the Bankruptcy Code, and similar claims and causes of action under federal or state laws other than the Bankruptcy Code.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure.

"Bidding Procedures" means the bidding procedures approved by the Bankruptcy Court pursuant to the Bidding Procedures Order.

"Bidding Procedures Motion" means 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].

"Bidding Procedures Order" means 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].

"Business Day" means any day other than a Saturday, a Sunday or any other day on which commercial banks in New York, New York are authorized or required by Law to close.

"Business Employee" means each employee of Seller as of immediately prior to the Closing (which does not include, for the avoidance of doubt, the Murray Employees).

"Cash Collateral" means all Restricted LOC Cash and all cash posted as a bond or other security in connection with any obligation of Seller, excluding any Bond Amount with respect to any Non-Assignable Bond, any bonds or other security in connection with any Excluded Asset, including any Excluded Permit, and any bonds or other security in connection with any Excluded Liability.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contract" means any legally binding contract, agreement, commitment, promise or undertaking (including any indenture, note, bond or other evidence of indebtedness, sublease, instrument, license, lease, purchase order or other legally binding agreement).

"Cure Costs" means monetary amounts that must be paid and obligations that otherwise must be satisfied under Sections 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption or assignment of any Purchased Contract, as agreed upon by the Parties or determined by the Bankruptcy Court pursuant to the procedures in the Bidding Procedures Order.

"Current Assets" means the current assets of Seller that are Purchased Assets in the categories that are identified on Section 1.1(a) of the Seller Disclosure Schedules as being included in the calculation of Working Capital, as determined in accordance with GAAP consistently applied with Seller's past practice; provided that Current Assets shall exclude any Excluded Asset, any accounts receivable with respect to any Affiliate of the Seller (other than the Assumed Intercompany Receivables which shall be included in Current Assets), any insurance proceeds, any prepaid insurance, any insurance receivables, any professional fee retainers and any Residual Cash.

"Current Liabilities" means the current liabilities of Seller that are Assumed Liabilities in the categories that are identified on Section 1.1(a) of the Seller Disclosure Schedules as being included in the calculation of Working Capital, as determined in accordance with GAAP consistently applied with Seller's past practice; provided that Current Liabilities shall exclude any Excluded Liability, professional fees and any accounts payable with respect to any Affiliate of the Seller (other than the Assumed Intercompany Payables which shall be included in Current Liabilities).

"DIP Budget," subject to Section 8.14, has the meaning ascribed to "Approved Budget" under the DIP Credit Agreement.

"DIP Credit Agreement," subject to Section 8.14, means that certain Senior Secured Debtor-In-Possession Term Loan Agreement dated as of February 15, 2026 (as amended and restated from time to time), and as agreed to by and among Seller, the Agent (as defined therein), and the DIP Lenders.

"DIP Facility," subject to Section 8.14, means the new senior secured superpriority debtor in possession term loan credit facility in an aggregate principal amount up to Fifteen Million Dollars ($15,000,000.00), as amended, modified or otherwise in effect from time to time, provided to Seller by the DIP Lenders, as approved by the Existing DIP Order.

"DIP Lenders," subject to Section 8.14, has the meaning ascribed to "Lenders" under the DIP Credit Agreement.

"DIP Obligations," subject to Section 8.14, has the meaning ascribed to "Obligations" under the DIP Credit Agreement.

"Dixie Clay CBA" means that certain Agreement, by and between Vanderbilt Minerals, LLC – Dixie Clay Division, Bath, South Carolina, and the United Steelworkers International Union, on behalf of its Local No. 00478.

"Environmental Laws" means all applicable Laws, Orders or other legal requirements and legally-binding judicial interpretations thereof of any Governmental Body concerning or relating to pollution (or the cleanup thereof) or protection of the environment and natural resources, human health (with respect to exposure to any Hazardous Substance), or threatened or endangered species, including in connection with the presence of Hazardous Substances in products and product packaging.

"Environmental Notice" means any written notice of violation or infraction, or written notice relating to actual or alleged non-compliance with or Liability under any Environmental Law or any term or condition of any Seller Permit under or pursuant to any Environmental Law.

"Environmental Permits" means any Permit, consent, waiver, closure or exemption issued, granted, given, authorized by or made by any Governmental Body pursuant to Environmental Law.

"Environmental Release" means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing, or allowing to escape or migrate of any Hazardous Substance into or through the environment (including ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata).

"Escrow Agent" means Kurtzman Carson Consultants, LLC d/b/a Verita Global.

"Escrow Agreement" means that certain escrow agreement executed by and among the Purchaser, Seller, and Escrow Agent.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"ERISA Affiliate" means with respect to any trade or business (whether or not incorporated) (a) under common control within the meaning of Section 4001(b)(1) of ERISA with Seller or (b) which together with Seller is treated as a single employer under Section 414(t) of the Code.

"Excluded Permits" means any U.S. Bureau of Alcohol, Tobacco, Firearms and Explosives licenses or permits.

"Existing DIP Order" means the *Fourth Interim Order (I) Authorizing the Debtor to (A) Obtain Postpetition Financing and (B) Grant Liens and Superpriority Administrative Expense Claims to the DIP Lender; (II) Modifying the Automatic Stay; and (III) Granting Related Relief* [Docket No. 494].

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended from time to time.

"Final Order" means an order entered by the Bankruptcy Court or other court of competent jurisdiction, the implementation, operation, or effect of which has not been modified, amended, reversed, enjoined, restrained, stayed, vacated or revoked and as to which order (or any revision, modification, or amendment thereof) the time to appeal or seek review or rehearing or writ of certiorari has expired and as to which no appeal or petition for review or rehearing or certiorari has been taken and is pending; provided that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such order, shall not cause such order not to be a Final Order.

"Fraud" means fraud (excluding equitable fraud or any fraud claim based on constructive knowledge, negligence, negligent misrepresentation, recklessness or a similar theory) by or on

behalf of any Party satisfying the requirements of establishing common law fraud under the Laws of the State of Delaware.

"GAAP" means generally accepted accounting principles in the United States.

"Gouverneur Premises" means those certain premises located at 1837 State Highway 812, Gouverneur, NY 13642.

"Gouverneur Mineral CBA" means that certain Agreement, by and between Vanderbilt Minerals, LLC, Gouverneur Mineral Division, and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union Local 420-6, dated February 1, 2025.

"Governmental Body" means any government or governmental or regulatory body thereof, or political subdivision thereof, or any agency, authority, department, commission, board, bureau, official or instrumentality of such body, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator thereof (public or private) of competent jurisdiction.

"Hazardous Substance" means any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or man-made, that is defined or regulated as hazardous, acutely hazardous, toxic or words of similar import under Environmental Laws, as well as any per- or polyfluoroalkyl substance, petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos and lead or lead-containing materials.

"Holdings" means R.T. Vanderbilt Holding Co., Inc., a Delaware corporation.

"Intercompany Settlement" means that certain Settlement Agreement (including all exhibits, annexes and schedules thereto), by and among Seller and the Intercompany Settlement Counterparties, providing for, among other things, the contribution to Seller of all related assets necessary for Seller to continue the Business as a going concern, including (i) the inventory, intellectual property, land, building, machinery and equipment of the VEEGUM processing plant located in Murray, Kentucky (the "Murray Assets"), (ii) the mining rights and other assets of Vanderbilt Western Resources Lyles Mine, and (iii) the assets of Advanced Milling, which such settlement agreement shall be in the form of Settlement Agreement attached as Exhibit B to the Intercompany Settlement Motion filed at Docket No. 0022 with (A) any additional immaterial changes (unless further changes are consented to by Seller and Purchaser), and (B) the other agreements contemplated by thereby, which shall contain terms substantially consistent with the applicable term sheet attached thereto.

"Intercompany Settlement Assets" means all assets transferred to Seller pursuant to the Intercompany Settlement.

"Intercompany Settlement Counterparties" means Holdings and certain Affiliates of Holdings.

"Intercompany Settlement Motion" means the *Motion of the Debtor at the Sole Direction of the Independent Manager and Sole Member of the Independent Special Committee of the Debtor for Entry 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. 22].

"Intercompany Settlement Order" means the *Order (I) Authorizing and 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. 493].

"Intellectual Property" means any and all rights, title and interest in or relating to intellectual property, including (a) patents and patent applications, continuations, extensions, divisionals, continuations-in-part, reissues and reexaminations, (b) trademarks, service marks, trade dress, logos, corporate names, domain names, trade names and all other source or business identifiers and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications and registrations therefor, (c) copyrights, copyrightable works, rights in databases, data collections, copyright registrations and copyright applications and corresponding rights in works of authorship, (d) trade secrets, know-how, business information and technical information (including formulas, techniques and processes) and rights to limit the use or disclosure thereof by any Person, (e) Software in any form, including internet websites, web content and links, source code, object code and mobile applications, (f) rights of publicity and personality, and (g) all rights of action arising from any of the foregoing, including all claims for damages or equitable remedies by reason of present, past and future infringement or violation of the foregoing, all defenses relating to or arising from any of the foregoing, and all income, royalties and any other payments now and hereafter due and/or payable to Seller in respect of the foregoing.

"IRS" means the Internal Revenue Service.

"Knowledge of Seller" or "Seller's Knowledge" means the actual knowledge after reasonable inquiry, as of the applicable date, of those Persons identified on Section 1.1(b) of the Seller Disclosure Schedules.

"Law" means any federal, state, local or foreign law, statute, code, ordinance, rule, regulation, Order, stipulation, award or common law requirement.

"Lease Bonds" means all bonds related to the Real Property Leases that are Purchased Contracts, including the bonds listed on Section 8.8(d) of the Seller Disclosure Schedules.

"Leased Real Property" means real property in the United States leased to, subleased to, or licensed by, or for which a right to use or occupy has been granted to, Seller pursuant to a Real Property Lease.

"Legal Proceeding" means any judicial, administrative or arbitral actions, suits, proceedings (public or private) or claims or any proceedings by or before a Governmental Body.

"Liability" means any debt, loss, liability, claim (including "claim" as defined in the Bankruptcy Code), commitment, undertaking, damage, expense, fine, penalty, cost, royalty, deficiency or obligation (including those arising out of any action, such as any settlement or

compromise thereof or judgment or award therein), of any nature, whether known or unknown, disclosed or undisclosed, express or implied, primary or secondary, direct or indirect, matured or unmatured, fixed, absolute, contingent, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due, and whether in contract, tort or otherwise, including any claims or liabilities subject to past, current, or future lawsuits, actions, or other civil or criminal proceedings.

"Lien" as applied to any Person means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, charge, claim, lease, sublease, charge, option, right of first offer or first refusal, right of use or possession, restriction, easement, servitude, restrictive covenant, encroachment or encumbrance or any other similar encumbrance or restriction in respect of an asset of such Person, whether imposed by Law, Contract or otherwise.

"Murray Employees" means the employees of Holdings, Seller, or their respective Affiliates and subsidiaries set forth on Section 1.1(f) of the Seller Disclosure Schedules.

"OFAC" means the United States Office of Foreign Assets Control.

"Order" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of, or entered, issued, made or rendered by, a Governmental Body.

"Ordinary Course of Business" means the ordinary and usual course of normal day-to-day operations of the Business consistent with past practice giving effect to any adjustments or modifications thereto (regardless of whether consistent with past custom and practice) taken to comply with applicable Law or in response to or as a result of any extraordinary event occurring after the date of this Agreement that was not reasonably foreseeable as of the date of this Agreement and that is outside the control of Seller or Purchaser, as applicable, and excluding any conduct that would reasonably be expected to violate applicable Law.

"Owned Real Property" means the real property (including the buildings, facilities, improvements, fixtures, mechanical and other systems thereon) identified on Section 1.1(c) of the Seller Disclosure Schedules.

"Party" or "Parties" means Purchaser and Seller, as the case may be.

"Permit" means all of the permits, licenses, consents, authorizations, permit applications or other approvals.

"Permitted Exception" means any Lien that the Purchased Assets may not be sold free and clear of under Section 363(f) of the Bankruptcy Code.

"Person" means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

"Personal Information" means (i) all information identifying, or that alone or in combination with other information allows for the identification of, an individual; and (ii) any information that is defined as "personal information" or "personal data" under applicable Privacy Laws.

"Processing" means any operation performed on Personal Information or that relevant Privacy Laws or Privacy Policies include in the definition of processing, processes, or process, including the collection, creation, receipt, access, use, handling, recording, compilation, analysis, organizing, monitoring, maintenance, retention, storage, holding, hosting, transmission, transfer, protection, disclosure, amendment, distribution, erasure, destruction, or disposal of Personal Information.

"Purchaser Financing Amount" means the aggregate amount of debt financing as of the Closing drawn by Seller under any definitive documentation entered into by Purchaser and Seller pursuant to the Replacement DIP Commitment, together with any accrued and unpaid interest thereon and the amount of any other DIP Obligations.

"Purchaser Material Adverse Effect" means any event, change, effect, condition, state of facts or occurrence (collectively, a "Change") which has had or would reasonably be expected to have, individually or when considered together with any other Change, a material adverse effect on the ability of Purchaser to consummate the Transactions prior to the Termination Date or to otherwise timely perform its obligations under this Agreement.

"Real Property Leases" means any Contract pursuant to which the Seller leases, subleases, licenses, or has a right to use or occupy the Leased Real Property set forth on Section 1.1(d) of the Seller Disclosure Schedules, including the location, name of such Contract (and any supplementals or amendments thereto), and date of such Contract.

"Reclamation Performance Bonds" means all reclamation performance bonds and collateral bonds related to the Permits, including the Reclamation Performance Bonds listed on Section 8.8(d) of the Seller Disclosure Schedules.

"Replacement DIP Order" means (i) a Final Order or (ii) if a Final Order has not been entered, the interim order, in each case, to be entered by the Bankruptcy Court authorizing, among other things, the debtor-in-possession financing contemplated by the Replacement DIP Commitment.

"Representative" means, with respect to any Person, any and all of its directors, officers, partners, managers, employees, consultants, financial advisors, counsel, accountants and other agents.

"Restricted LOC Cash" means any cash or cash equivalents included in the Purchased Assets that constitutes restricted cash to collateralize any letters of credit included in the Purchased Assets or Assumed Liabilities.

"Sale Order" means an Order entered by the Bankruptcy Court, pursuant to Sections 363 and 365 of the Bankruptcy Code, authorizing and approving, among other things, (a) the sale of the Purchased Assets free and clear of all Liens and Liabilities (including, without limitation, all Liabilities with respect to Taxes arising prior to the Closing Date) other than Assumed Liabilities, (b) the assumption of the Assumed Liabilities by Purchaser, (c) the assumption and assignment of the Purchased Contracts, and (d) the consummation of the Transactions, in accordance with the terms and conditions of this Agreement, substantially in the form attached hereto as Exhibit A.

"Sale Order Deadline" means May 8, 2026.

"Seller Accounts" means the accounts set forth on Section 1.1(e) of the Seller Disclosure Schedules.

"Seller Material Adverse Effect" means any Change which has, or would reasonably be expected to have, a material adverse effect on the Purchased Assets or the business, operations, or results of operations of the Business, considered as a whole, except that none of the following, alone or in combination, will be deemed to constitute, nor will any of the following (including the effect of any of the following) be taken into account in determining whether there has been or will be, a "Seller Material Adverse Effect": (a) any Change in the United States or foreign economies or financial markets in general, (b) any Change that generally affects the industries in which the Business operates, (c) any Change arising in connection with pandemics, earthquakes, hurricanes, tornadoes, fires, acts of God, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such matters, or any response of any Governmental Body to any of the foregoing, (d) any Change in applicable Laws or the enforcement, implementation or interpretation thereof, including trade regulations, trade disputes, restrictions and tariffs (or similar Taxes) as well as restrictions on foreign direct investment, (e) actions taken by Purchaser or any of its Affiliates (other than those expressly permitted to be taken hereunder), except as contemplated under this Agreement and the DIP Credit Agreement and as necessary in the Bankruptcy Case to protect the Purchaser's interests, (f) any Change resulting from the public announcement of this Agreement or the Bankruptcy Case, (g) changes in GAAP or other accounting standards (or interpretations thereof) after the date of this Agreement, or (h) any effect resulting from (i) the commencement or filing of the Bankruptcy Case, or (ii) Seller's inability to pay certain prepetition obligations as a result of the commencement of the Bankruptcy Case; provided, however, that with respect to clauses (a), (b), (c) and (d), such effects will only be excluded from consideration to the extent the applicable matter does not disproportionately materially adversely affect the Business as compared to similarly situated businesses operating in the same industry and geographic areas in which Seller operates.

"Seller Collective Bargaining Agreements" means, collectively, the Dixie Clay CBA and the Gouverneur Mineral CBA.

"Software" means all computer software and code, including assemblers, applets, compilers, source code, object code, development tools, design tools, user interfaces, databases and data, in any form or format, however fixed, including any related documentation.

"Target Working Capital" means Twenty-Two Million Five Hundred Fifty-Nine Thousand Dollars ($22,559,000).

"Tax Authority" means any government, agency, or instrumentality thereof, charged with the administration of any Law or regulation relating to Taxes.

"Tax Returns" means any return, declaration, report, claim for refund or information return or statement relating to Taxes required to be filed with any Governmental Body, including any schedule or attachment thereto and any amendment thereof.

"Taxes" means (a) all federal, state, local, provincial, municipal, foreign or other taxes, charges or other assessments, including all income, alternative, minimum, add-on minimum, accumulated earnings, personal holding company, net worth, intangibles, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, intangibles, goods and services, customs duties, conveyance, mortgage, registration, documentary, recording, premium, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, unemployment insurance, severance, environmental (including taxes under Section 59A of the Code and any state or local environmental taxes or fees), disability, workers' compensation, health care, natural resources, excise, severance, stamp, occupancy, rent, real property, personal property, estimated, backup withholding or other similar taxes, duties, levies or other governmental charges or assessments or deficiencies thereof, (b) any item described in clause (a) for which a taxpayer is liable as a transferee or successor, by reason of the regulations under Section 1502 of the Code (or similar provisions of state, local, foreign or other law), or by contract, indemnity or otherwise, and (c) all interest, penalties, fines, additions to tax or additional amounts imposed by any Governmental Body in connection with any item described in clauses (a) or (b).

"Transactions" means the transactions contemplated by this Agreement.

"Transferred Exception" means title of a lessor under a capital or operating lease if such lease is a Purchased Contract.

"Treatment Trusts" means any trust established prior to the commencement of the Bankruptcy Case by Seller and any Governmental Body relating to obligations and liabilities of Seller.

"Working Capital" means an amount equal to the Current Assets of Seller *minus* the Current Liabilities of Seller.

1.2 Terms Defined Elsewhere in this Agreement. For purposes of this Agreement, the following terms have meanings set forth in the sections indicated:

Term	Section
Adjustment Escrow Account	3.5
Agreement	Preamble
Allocation Statement	10.2
Assumed Benefit Plans	2.1(b)(xvii)
Assumed Known Environmental Liabilities	2.3(g)
Assumed Liabilities	2.3
Bankruptcy Case	Recitals
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Bond Amount	8.8(d)
Business	Recitals
Cash Amount	3.1
Closing	4.1
Closing Cash Payment	3.3
Closing Date	4.1

Term	Section
Closing Statement	3.4(b)
Company Plan	5.8(a)
Confidentiality Agreement	8.6
Deposit Amount	3.6
Designated Contract	2.6(c)
Designation Deadline	2.6(c)
Dispute Notice	3.4(b)
Effective Date	Preamble
Environmental Assumed Liability Amount	3.4(a)(i)
Equity Commitment Letter	6.4(a)
Equity Financing	6.4(a)
Estimated Capital Lease Amount	3.4(a)(i)
Estimated Closing Date Statement	3.4(a)(i)
Estimated Working Capital	3.4(a)(i)
Estimated Working Capital Deficit	3.4(a)(ii)
Estimated Working Capital Excess	3.4(a)(ii)
Excluded Assets	2.2(b)
Excluded Liabilities	2.4
Excluded Receivables	2.2(b)(xii)
Final Calculation of the Closing Cash Payment	3.4(b)
Insurance Policies	5.10
Lease Assumption Agreement	4.2(i)
Necessary Consent	2.6(a)
Non-Assignable Bonds	8.8(d)
Non-Foreign Affidavit	4.2(f)
Permit Transition Period	8.8(b)
Petition Date	Recitals
Price Decrease	3.4(f)(ii)
Privacy Laws	5.16
Privacy Policies	5.16
Purchase Price	3.1
Purchased Assets	2.1(b)
Purchased Contracts	2.1(b)(v)
Purchased Intellectual Property	2.1(b)(vii)
Purchaser	Preamble
Purchaser Released Parties	8.10
Real Property	2.1(b)(ii)
Remediation Activities	8.13
Replacement DIP Commitment	8.14
Required Consents	9.1(d)
Residual Cash	2.1(b)(xix)
Section 1542	8.10
Seller	Preamble
Seller Bonds	8.8(d)
Seller Disclosure Schedules	Article V

Term	Section
Seller Permits	2.1(b)(xi)
Seller Released Parties	8.10
Substitute Bonds	8.8(d)
Substitute Bond Amounts	8.8(d)
Termination Date	4.4(a)
Transfer Applications	8.8(a)
Transfer Taxes	10.1
Transferred Employees	8.9(a)(i)
Transition Services Agreement	8.7
Vendors	5.16
WARN Act	5.9(b)

1.3 Other Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation will apply:

(i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded, and the words "to" and "until" shall be deemed to exclude the date referred to. If the last day for the giving of any notice or the performance of any act required or permitted under this Agreement is a day that is not a Business Day, then the time for the giving of such notice or the performance of such action will be extended to the next succeeding Business Day.

(ii) Contracts. Reference to any Contract means such Contract as amended or modified and in effect from time to time in accordance with its terms.

(iii) Dollars. Any reference in this Agreement to Dollars or $ will mean U.S. dollars.

(iv) Exhibits/Schedules. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein will be defined as set forth in this Agreement.

(v) GAAP. Terms used herein which are defined in GAAP are, unless specifically defined herein, used herein as defined in GAAP.

(vi) Gender and Number. Any reference in this Agreement to gender will include all genders, and words imparting the singular number only will include the plural and vice versa.

(vii) Headings. The division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and will not affect or be utilized in construing or interpreting this Agreement. All references

in this Agreement to any Article, Section, Recital, Exhibit or Schedule are to the corresponding Article, Section, Recital, Exhibit or Schedule of or to this Agreement unless otherwise specified.

(viii) Herein. The words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(ix) Including. The word "including" or any variation thereof means "including, without limitation" and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(x) Extent. The word "extent" and the phrase "to the extent" mean the degree to which a subject or other thing extends, and do not simply mean "if".

(xi) Law. Reference to any Law means such Law as amended, modified, codified, replaced or re-enacted, in whole or in part, and in effect from time to time, including any successor legislation thereto and any rules and regulations promulgated thereunder, and references to any section or other provision of a Law means that section or provision of such Law in effect from time to time and constituting the substantive amendment, modification, codification, replacement or re-enactment of such section or other provision.

(xii) Or. The word "or" is not exclusive.

(xiii) Covenants. Where Article VIII provides that a Party shall perform or comply with an obligation or agreement contained therein, such provision shall not be construed as such Party providing a guarantee or warranty with respect to such performance or compliance but shall be construed as requiring such Party to perform or comply to the extent within its control.

(b) The Parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as jointly drafted by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

II. PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Assets.

(a) On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser will, or will cause one or more of its designees to, purchase, acquire and accept from Seller, and Seller will sell, transfer, convey and deliver to Purchaser or one or more of its designees, all of Seller's right, title and interest in, to and under the Purchased Assets, free and clear of all Liens (other than Liens created by Purchaser, Permitted Exceptions and Transferred Exceptions) and Excluded Liabilities.

(b) The term "Purchased Assets" means all of the following properties, assets, and rights of Seller existing as of the Closing, and not including any Excluded Asset:

(i) all right, title and interest in and to the Owned Real Property;

(ii) all right, title and interest in and to the Leased Real Property (together with the Owned Real Property, the "Real Property"), including any Real Property Leases;

(iii) all inventory, supplies, and materials of the Seller and all rights of Seller to receive inventory, supplies, and materials which are on order as of the Closing;

(iv) all fixtures, furniture, furnishings, equipment, machinery, motor vehicles, leasehold improvements and other tangible personal property owned by Seller or leased by Seller, subject to the terms of the relevant lease;

(v) all right, title and interest of Seller now or hereafter existing, in, to and under the Contracts that (A) are set forth on Section 2.1(b)(v) of the Seller Disclosure Schedules, (B) are unexpired as of the Closing Date (including those Contracts that have been previously unrenewed), and (C) have not been rejected (or are the subject of a notice of rejection or a pending rejection motion) by Seller (the "Purchased Contracts"). "Purchased Contracts" shall also include rights under any non-disclosure and confidentiality, non-compete, or nonsolicitation agreements with current or former employees, managers, independent contractors, and agents (other than financial advisors and legal counsel) of Seller or with third parties for the benefit of Seller, in each case, to the extent primarily relating to the Business, the Purchased Assets, or the Assumed Liabilities;

(vi) all warranties, guarantees and similar rights related to the Purchased Assets, including warranties and guarantees made by suppliers, manufacturers and contractors under the Purchased Assets, and claims against suppliers and other third parties in connection with the Purchased Contracts;

(vii) all Intellectual Property owned, or purported to be owned, in whole or in part, by Seller, as set forth on Section 2.1(b)(vii) of the Seller Disclosure Schedules (the "Purchased Intellectual Property");

(viii) all accounts receivable (whether billed or unbilled), including the Assumed Intercompany Receivables, but excluding the Excluded Receivables;

(ix) all goodwill related to the Business or the Purchased Assets (or any portion thereof);

(x) all books, records, files, invoices, inventory records, product specifications, cost and pricing information, business plans and quality control records and manuals, including all data and other information stored in any format or media, including on hard drives, hard copy or other media, in each case to the extent permitted by applicable Laws;

(xi) the Permits held by Seller, including the Permits listed on Section 2.1(b)(xi) of the Seller Disclosure Schedules, (the "Seller Permits") but excluding any Excluded Permits;

(xii) all collateral and other security posted in connection with any obligation of Seller related to a Purchased Asset, including the Cash Collateral, the Seller Bonds, and any collateral or other security posted in respect to any bond or other arrangement securing any such obligation, including collateral or other security posted in respect to the Reclamation Performance Bonds and the Lease Bonds; excluding however, collateral or other security posted in connection with an Excluded Permit;

(xiii) all rights, claims, causes of action and credits to the extent relating to any Purchased Asset or Assumed Liability, including any such item arising under any guarantee, warranty, indemnity, right of recovery, right of setoff or similar right in favor the Seller in respect of any Purchased Asset or Assumed Liability;

(xiv) all Avoidance Actions between Seller, on the one hand, and any non-Affiliate third party that, as of the Petition Date, has a commercial relationship with the Business, on the other hand;

(xv) all Current Assets included in the calculation of Working Capital;

(xvi) the Intercompany Settlement Assets;

(xvii) all assets relating to, held with respect to or owned by, and all right, title, and interest in and to, any Company Plans, if related to a Transferred Employee, listed on Section 2.1(b)(xvii) of the Seller Disclosure Schedules (the "Assumed Benefit Plans");

(xviii) any proceeds or rights thereto described in Section 8.12;

(xix) the Seller Accounts (but excluding any cash contained therein as of the Closing (the "Residual Cash")); and

(xx) all other assets owned by Seller that are related to, used in or which could be used in connection with the Purchased Assets or the Business (but excluding all of the Excluded Assets).

2.2 Excluded Assets.

(a) Nothing herein contained will be deemed to constitute an agreement to sell, transfer, assign or convey the Excluded Assets to Purchaser, and Seller will retain all right, title and interest to, in and under the Excluded Assets.

(b) The term "Excluded Assets" means all properties, assets, and rights of Seller existing as of the Closing that are not a Purchased Asset, including:

(i) all cash and cash equivalents owned by Seller, excluding the Cash Collateral, but subject to Section 8.12;

(ii) claims and causes of action arising under the Bankruptcy Code, other than the Avoidance Actions;

(iii) any refunds, overpayments, credits, or rebates of Taxes of Seller, except for refunds, overpayments, credits, or rebates of Taxes for which Purchaser is liable pursuant to Section 2.3(f) or Section 10.3;

(iv) all Tax Returns of Seller other than Tax Returns that relate solely to the Purchased Assets;

(v) all claims, rights and causes of action arising from the Transactions;

(vi) all claims, rights and causes of action against an Affiliate of Seller;

(vii) all Excluded Permits;

(viii) any interests of Seller or its Affiliates have in Treatment Trusts or Treatment Trust funds created or funded in connection with any obligation of Seller or its Affiliates to a Governmental Body;

(ix) any bonds of Seller or its Affiliates posted with respect to any Excluded Permit;

(x) the assets set forth on Section 2.2(b)(x) of the Seller Disclosure Schedules;

(xi) all Personal Information that is nontransferable under the Bankruptcy Code or applicable Law;

(xii) all accounts receivable with respect to any Affiliate of the Seller other than the Assumed Intercompany Receivables (the "Excluded Receivables");

(xiii) all insurance policies (or proceeds thereof) dated as of January 1, 2013 or earlier; and;

(xiv) all other Avoidance Actions not expressly included in Section 2.1(b)(xiv).

2.3 Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser will assume or will cause one or more of its designees to assume, effective as of the Closing, and will timely perform and discharge in accordance with their respective terms, the following Liabilities existing as of the Closing Date and no other Liabilities of Seller or any of its Affiliates from and after the Closing Date (collectively, the "Assumed Liabilities"):

(a) all Liabilities arising from the ownership or operation of the Purchased Assets or the Business by Purchaser solely to the extent such Liabilities arise after the Closing;

(b) any Cure Costs;

(c) all Liabilities of Seller pursuant to the Purchased Contracts;

(d) all Current Liabilities of Seller included in the calculation of Working Capital, including the Assumed Intercompany Payables;

(e) all Liabilities arising from or relating solely to the Seller Collective Bargaining Agreements, solely to the extent such Liabilities arise after the Closing;

(f) all Taxes associated with the operation of the Business and the Purchased Assets after the Closing Date and all Buyer Transfer Taxes;

(g) solely the environmental obligations expressly set on Section 2.3(g) of the Seller Disclosure Schedules (the "Assumed Known Environmental Liabilities");

(h) all Liabilities of the Assumed Benefit Plans; and

(i) all Liabilities under any Seller Permits or any Laws relating to (i) lease payments, filing requirements, bonding requirements, maintenance fees, proof of labor requirements, royalty payments, or any other obligations to maintain mineral rights in good standing (including the Assumed Known Environmental Liabilities), including all obligations arising under Bureau of Land Management authorizations, rights-of-way grants, and plans of operations, and (ii) mining reclamation obligations under any Seller Permit or Environmental Law, in each case with respect to any mining facility included in the Purchased Assets and excluding any Liabilities for any locations formerly owned or operated by Seller or the Business (not included in the Purchased Assets) or for any offsite location (not included in the Purchased Assets) to which wastes containing Hazardous Substances migrated to or were transported by or on behalf of Seller or the Business for disposal prior to Closing.

2.4 Excluded Liabilities. Notwithstanding anything to the contrary set forth herein, the Parties expressly acknowledge and agree that Purchaser will not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for Liabilities of Seller, whether existing on the Closing Date or arising thereafter, including on the basis of any Law imposing successor liability, other than the Assumed Liabilities and the obligations of Purchaser under this Agreement (all such Liabilities that Purchaser is not assuming being referred to collectively as the "Excluded Liabilities").

2.5 Cure Amounts. At the Closing and pursuant to Section 365 of the Bankruptcy Code, Seller will assume the Purchased Contracts (to the extent not previously assumed) and, subject to the terms herein, assign the Purchased Contracts to Purchaser, and Purchaser, subject to the terms herein, will assume the Purchased Contracts. All Cure Costs with respect to the Purchased Contracts will be paid by Purchaser, as and when finally determined by the Bankruptcy Court pursuant to the procedures set forth in the Sale Order, and not by Seller, and Seller will have no Liability for any Cure Costs. Section 2.5 of the Seller Disclosure Schedules sets forth a list of all Purchased Contracts along with the Seller's estimates of the Cure Costs for each such Purchased Contract as of the Effective Date.

2.6 Non-Assignment of Assets.

(a) Notwithstanding any other provision of this Agreement to the contrary, this Agreement will not constitute an agreement to assign or transfer and will not effect the assignment or transfer of any Purchased Asset (including any Purchased Contract) if (i) (A) prohibited by applicable Law, (B) an attempted assignment or transfer thereof would be reasonably likely to subject Purchaser, its Affiliates or any of its or their respective Representatives to civil or criminal Liability, or (C) an attempted assignment or transfer thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any third party thereto, would constitute a breach, default or violation thereof or of any Law or Order (each such action, a "Necessary Consent"), or in any way adversely affect the rights of Purchaser thereunder or (ii) the Bankruptcy Court has not entered an Order (including, for the avoidance of doubt, the Sale Order) approving such assignment or transfer. In such event, such assignment or transfer is subject to such Necessary Consent being obtained and Seller and Purchaser will use their respective commercially reasonable efforts to obtain the Necessary Consents with respect to any such Purchased Asset (including any Purchased Contract) or any claim or right or any benefit arising thereunder for the assignment or transfer thereof to Purchaser as Purchaser may reasonably request; provided, however, that Seller will not be obligated to pay any consideration therefor to any third party from whom consent or approval is requested (except with respect to Cure Costs as provided in Section 2.5) or to initiate any litigation or Legal Proceeding to obtain any such consent or approval. If such Necessary Consent is not obtained, or if an attempted assignment or transfer thereof would give rise to any of the circumstances described in clause (i) of the first sentence of this Section 2.6(a), be ineffective or would adversely affect the rights of Purchaser to such Purchased Asset following the Closing, (x) Seller and Purchaser will (1) use commercially reasonable efforts (including cooperating with one another to obtain such Necessary Consents, to the extent feasible) as may be necessary so that Purchaser would obtain the benefits and assume the obligations thereunder in accordance with this Agreement, (2) complete any such assignments or transfers as soon as reasonably practicable, and (3) upon receipt of any applicable Necessary Consents, to transfer or assign the applicable Purchased Asset to Purchaser, and (y) Seller will cooperate with Purchaser in good faith without further consideration in any arrangement reasonably acceptable to Purchaser and Seller intended to provide Purchaser with the benefit of any such Purchased Assets.

(b) Subject to Section 2.6(a), if after the Closing (i) Purchaser or its designee holds any Excluded Assets or Excluded Liabilities or (ii) Seller holds any Purchased Assets or Assumed Liabilities, Purchaser or the Seller will promptly transfer (or cause to be transferred) such assets or assume (or cause to be assumed) such Liabilities to or from (as the case may be) the other Party. Prior to any such transfer, the Party receiving or possessing any such asset will hold it in trust for such other Party.

(c) From time to time after the Effective Date, but not later than five (5) Business Days prior to the Closing Date (the "Designation Deadline"), to the extent consistent with the Bidding Procedures Order, Purchaser may, in its sole discretion, elect, by written notice to Seller, each Contract it wishes to be assigned, transferred and delivered to it on the Closing Date (each such Contract, a "Designated Contract"), and each such Designated Contract shall be deemed a Purchased Contract for all purposes hereof and automatically (without action of any Party or Person) added to Section 2.1(b)(v) of the Seller Disclosure Schedules. From time to time prior to the Designation Deadline, Purchaser may, in its sole discretion, elect, by written notice to Seller,

to remove any Contract from Section 2.1(b)(v) of the Seller Disclosure Schedules and, from and after such date, such Contract shall be deemed to be an "Excluded Asset" for all purposes hereunder. Notwithstanding the foregoing, a Contract shall not be a Designated Contract hereunder if such Contract terminates or expires in accordance with its own terms on or prior to the Designation Deadline and is not continued or otherwise extended prior to or upon assumption.

(d) Notwithstanding anything herein to the contrary, at any time prior to the date that is five (5) days after the later of (i) resolution of any dispute with a non-debtor party to a Purchased Contract relating to the Cure Costs or adequate assurance of future performance required under Section 365 of the Bankruptcy Code and (ii) the conclusion of the cure objection hearing relating to any particular Purchased Contract as to which a cure objection has been timely filed, Purchaser will be entitled, in its sole and absolute discretion, to remove any Contract from Section 2.1(b)(v) of the Seller Disclosure Schedules by providing written notice thereof to Seller and any Purchased Contract so removed will be deemed to be an "Excluded Asset" for all purposes hereunder.

2.7 Further Conveyances and Assumptions. From time to time following the Closing, Seller and Purchaser will execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and will take such further actions, as may be reasonably necessary or appropriate to assure fully to Purchaser and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Purchaser under this Agreement and to assure fully to Seller and its Affiliates and its successors and assigns, the assumption of the Liabilities intended to be assumed by Purchaser under this Agreement, and to otherwise make effective the Transactions; provided that nothing in this Section 2.7 will require Purchaser or any of its Affiliates to assume any Liabilities other than the Assumed Liabilities.

2.8 Withholding Rights. Purchaser and any other applicable withholding agent shall be entitled to deduct and withhold with respect to any payments made pursuant to this Agreement such amounts that are required to be deducted and withheld with respect to any such payments under the Code or any other provision of applicable Law. Before making any such deduction or withholding, other than any deduction or withholding arising out of the failure of Seller to deliver the Non-Foreign Affidavit in accordance with Section 4.2(f), Purchaser shall use commercially reasonable efforts to provide Seller with five (5) Business Days' prior written notice of any such deduction or withholding that Purchaser proposes to make, and Purchaser shall use commercially reasonable efforts to cooperate with any reasonable request from Seller to obtain reduction of, or relief from, such deduction or withholding. Any amounts withheld in accordance with this Section 2.8 shall be treated for all purposes of this Agreement as having been paid to such Persons in respect of which such deduction and withholding was made.

III. CONSIDERATION

3.1 Consideration. The aggregate consideration for the Purchased Assets (the "Purchase Price") will be: (a) the assumption of the Assumed Liabilities, including payment of the Cure Costs, and (b) cash in an amount equal to $64,000,000 (the "Cash Amount"), as adjusted pursuant to Sections 3.3 and 3.4. The parties acknowledge and agree that, if the Closing occurs, the pay-off of the Purchaser Financing Amount shall be satisfied by means of discharging the Seller of the DIP Obligations owed to the Purchaser or its Affiliates, as applicable, at the Closing, and the Seller shall be deemed to be discharged from the obligation to repay such amounts under the DIP Credit Agreement upon the Closing.

3.2 Reserved.

3.3 Payment of Cash Amount. At the Closing, Purchaser will pay to Seller, in immediately available funds to the account or accounts designated by Seller, an amount calculated as follows (such amount, the "Closing Cash Payment"), (a) the Cash Amount, less (b) the Environmental Assumed Liabilities Amount, less (c) the Adjustment Escrow Amount, less (d) the Estimated Capital Lease Amount, if any, less (e) the Substitute Bond Amount pursuant to Section 8.8(d), less (f) the Estimated Working Capital Deficit, if any, plus (g) the Estimated Working Capital Excess, if any, less (h) the Purchaser Financing Amount.

3.4 Purchase Price Adjustment.

(a) Estimated Closing Date Statement.

(i) No later than three (3) Business Days prior to the Closing Date, Seller shall deliver to Purchaser a statement (the "Estimated Closing Date Statement") together with reasonably detailed supporting documentation, setting forth in reasonable detail Seller's good faith calculation of: (A) the amount of Working Capital as of the Closing (the "Estimated Working Capital"); (B) the amount of the Assumed Known Environmental Liabilities (the "Environmental Assumed Liability Amount"); (C) the Assumed Capital Lease Amount as of the Closing (the "Estimated Capital Lease Amount"); (D) the Substitute Bond Amount; (E) the Purchaser Financing Amount; and (F) the calculation of the Closing Cash Payment based on the calculation of the foregoing amounts, in each case calculated in accordance with GAAP. If Purchaser notifies Seller of a good faith disagreement with the Estimated Closing Date Statement, (y) Seller shall consider in good faith Purchaser's comments to the Estimated Closing Date Statement or any of the components thereof or calculations therein, and (z) Purchaser, on the one hand, and Seller, on the other hand, shall negotiate in good faith to resolve any such disagreements prior to the Closing and such resolutions shall be incorporated into the Estimated Closing Date Statement.

(ii) With respect to Working Capital, (x) if the Estimated Working Capital as of the Closing Date is less than the Target Working Capital, then the Closing Cash Payment shall be reduced on a dollar-for-dollar basis equal to the aggregate amount of such deficiency (the "Estimated Working Capital Deficit"), and (y) if the Estimated Working Capital as of the Closing Date is greater than the Target Working Capital, then

the Closing Cash Payment shall be increased on a dollar-for-dollar basis equal to the aggregate amount of such excess (the "Estimated Working Capital Excess").

(b) Post-Closing Calculation by Purchaser. Purchaser shall prepare and use its best efforts to deliver to Seller within forty-five (45) calendar days, but in no case later than sixty (60) calendar days, following the Closing Date, a written statement (the "Closing Statement") setting forth Purchaser's good faith calculations of: (i) the amount of Working Capital as of Closing, (ii) the Substitute Bond Amount, (iii) the Assumed Capital Lease Amount as of Closing, (iv) the Environmental Assumed Liabilities Amount, (v) the Purchaser Financing Amount and (vi) a recalculation of the Closing Cash Payment based on the calculation of Working Capital, the Substitute Bond Amount, the Assumed Capital Lease Amount, the Environmental Assumed Liabilities Amount, and Purchaser Financing Amount, in each case calculated in accordance with this Agreement (such amount, the "Final Calculation of the Closing Cash Payment"); provided, that if any of the amounts on such Closing Statement are objected to by Seller pursuant to this Section 3.4(b), the final determination of such amounts in accordance with this Section 3.4(b) shall be used in calculating the Final Calculation of the Closing Cash Payment. If Purchaser does not deliver the Closing Statement to Seller within sixty (60) calendar days after the Closing Date, the Estimated Closing Date Statement shall be considered final and binding on the Parties and shall not be subject to dispute or review. If Purchaser does not receive a written notice from Seller within thirty (30) calendar days after Seller's receipt of the Closing Statement disputing any calculations set forth therein (a "Dispute Notice"), then the Closing Statement, including the calculation of the Final Calculation of the Closing Cash Payment set forth therein, shall be considered final and binding on the Parties and shall not be subject to dispute or review. If Purchaser timely receives a Dispute Notice from Seller, Seller and Purchaser hereby agree to negotiate in good faith in order to promptly resolve such dispute.

(c) Final Determination by Third Party. If Purchaser and Seller do not reach an agreement in respect of the Closing Statement within fifteen (15) Business Days following Purchaser's receipt of a Dispute Notice, then the matter shall be referred to the Auditor for final determination of any remaining disagreements in respect of the Closing Statement. Purchaser and Seller shall each promptly (and, in any event, within such time frame as enables the Auditor to make its final determination within the time frame set forth in this Section 3.4(c)) prepare and deliver to the Auditor (with copies to the opposing Party) written statements on the matters in dispute in respect of the Closing Statement (attaching supporting documentation, including Purchaser's initial calculation of the Closing Statement and Seller's written notice of non-acceptance with all attachments thereto). In rendering its final written determination with respect to matters in dispute in the Closing Statement, the Auditor shall expressly state what adjustments are necessary, if any, to the Closing Statement proposed by Purchaser and delivered thereby to Seller pursuant to Section 3.4(b) along with a statement of reasons therefor. The Auditor shall act as an arbitrator to determine, based upon the provisions of this Section 3.4, only the amounts of each component on the Closing Statement disputed and the determination of each such disputed amount shall be made in accordance with the procedures set forth in this Section 3.4 and, in any event shall be no less than the lesser of the amount claimed by either Purchaser or Seller, and shall be no greater than the greater of the amount claimed by either Purchaser or Seller. The Parties shall request that the Auditor render its final determination with respect to the matters in dispute in the Closing Statement within thirty (30) calendar days of confirmation and acknowledgement of its appointment pursuant to this Section 3.4(c). The Auditor's final determination with respect to the

Closing Statement, including the Final Calculation of the Closing Cash Payment, shall be final and binding upon the Parties, absent manifest error.

(d) Access to Information. Purchaser and Seller shall each promptly make reasonably available to the other Parties or the Auditor, as applicable, (i) all information and records, including work papers and backup materials, in its possession or control, or in the possession or control of its accountants, used in connection with the preparation of the Closing Statement, and (ii) any Representatives who prepared such information as may be reasonably required, during normal business hours, upon reasonable notice, and otherwise in a manner so as to not unduly disrupt the business of Purchaser or Seller, as applicable, in each case, to enable the calculation of the Closing Statement, review and analysis thereof by the Parties, and rendering of a final determination by the Auditor, as applicable; provided, however, that a Party shall have no obligation to disclose any information, the disclosure of which could, in the reasonable judgment of such Party's legal counsel, result in the violation of any applicable Law or confidentiality obligation or the loss of any attorney-client privilege, work product doctrine, or other applicable legal privilege.

(e) Costs and Expenses. Except as set forth in the following sentence, Purchaser, on the one hand, and Seller, on the other hand, shall each pay its own costs and expenses incurred under this Section 3.4. The Seller shall pay, that fraction of the fees and costs of the Auditor equal to (i) the absolute value of the difference between Seller's aggregate position with respect to the disputed amounts on the Closing Statement and the Auditor's final determination with respect to such disputed amounts divided by (ii) the absolute value of the difference between Seller's aggregate position with respect to the disputed amounts on the Closing Statement and Purchaser's aggregate position with respect to such disputed amounts, and Purchaser shall be responsible for the remainder of such fees and costs.

(f) Payment of Adjustment. In the event that the Closing Cash Payment differs from the Final Calculation of the Closing Cash Payment, a payment shall be made pursuant to this Section 3.4(f).

(i) If the Actual Adjustment is a positive amount, then, within five (5) Business Days from the date on which the Closing Statement is finally determined pursuant to this Section 3.4, (A) Purchaser shall pay to Seller an amount equal to the Actual Adjustment, by wire transfer of immediately available funds, to the account designated in writing by Seller, and (B) Purchaser and Seller shall deliver a joint written authorization to the Escrow Agent, instructing the Escrow Agent to release the entire Adjustment Escrow Fund to Seller, by wire transfer of immediately available funds, to the account designated in writing by Seller to the Escrow Agent.

(ii) If the Actual Adjustment is a negative amount (the "Price Decrease"), then, within five (5) Business Days from the date on which the Closing Statement is finally determined pursuant to this Section 3.4, Purchaser and Seller shall deliver a joint written authorization to the Escrow Agent instructing the Escrow Agent to release (x) an amount of cash equal to the absolute value of the Price Decrease from the Adjustment Escrow Fund to Purchaser, by wire transfer of immediately available funds, to an account designated in writing by Purchaser to the Escrow Agent, and (y) the remaining

amount of cash in the Adjustment Escrow Fund, if any, to Seller, by wire transfer of immediately available funds, to the accounts designated in writing by Seller to the Escrow Agent. Purchaser acknowledges and agrees that if the absolute value of the Price Decrease exceeds the balance of the Adjustment Escrow Fund at such time, then Purchaser will be entitled only to the balance of the Adjustment Escrow Fund, which will be the sole and exclusive remedy and source of recovery for Purchaser with respect to any such Price Decrease, and Purchaser will not have any claim for any additional amounts in connection therewith.

(iii) If there is no Actual Adjustment, as finally determined pursuant to this Section 3.4, then Purchaser and Seller shall deliver a joint written authorization to the Escrow Agent within five (5) Business Days from the date on which the Closing Statement is finally determined pursuant to this Section 3.4, instructing the Escrow Agent to release the entire Adjustment Escrow Fund to Seller, by wire transfer of immediately available funds, to the accounts designated in writing by Seller to the Escrow Agent.

(iv) Any payment made pursuant to this Section 3.4(f) shall be treated as an adjustment to the Purchase Price for all tax purposes to the extent permitted by applicable Law.

3.5 Escrow. At the Closing, Purchaser shall deliver to the Escrow Agent the Adjustment Escrow Amount, which shall be held in an escrow fund account pursuant to the terms of the Escrow Agreement and this Agreement (the "Adjustment Escrow Account").

3.6 Purchase Price Deposit. Purchaser has deposited a sum of $6,400,000 (the "Deposit Amount") with the Escrow Agent, which will be held in escrow and (a) if the Closing occurs, the Deposit Amount will be applied towards the Cash Amount payable by Purchaser pursuant to Section 3.3, (b) if this Agreement is terminated pursuant to Section 4.4(d), then the Deposit Amount shall be released to Seller and (c) if this Agreement is terminated for any other reason

other than pursuant to Section 4.4(d), then the Deposit Amount will be promptly returned to Purchaser.

3.7 Payment of Cash Amount. At the Closing, (a) Purchaser will pay to Seller, in immediately available funds to the account or accounts designated by Seller, the Cash Amount less the Deposit Amount and (b) the Deposit Amount will be released to Seller.

IV. CLOSING AND TERMINATION

4.1 Closing Date. Subject to the satisfaction of the conditions set forth in Sections 9.1, 9.2 and 9.3 (or the waiver thereof by the Party entitled to waive that condition), the closing of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities provided for in Article II (the "Closing") will take place remotely by exchange of electronic documentation and signatures at 10:00 a.m. (Eastern time) on the date that is three (3) Business Days following the satisfaction or waiver of the conditions set forth in Sections 9.1, 9.2 and 9.3 (other than conditions that by their nature are to be first satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or at such other place and time as the Parties may designate in writing. The date on which the Closing is held is referred to in this Agreement as the "Closing Date." Notwithstanding anything to the contrary contained herein, in no event shall the Closing Date occur prior to June 1, 2026 without the prior written consent of Purchaser.

4.2 Deliveries by Seller. At the Closing, Seller will deliver to Purchaser:

(a) one or more duly executed bills of sale, in a customary form to be reasonably agreed upon by the Parties;

(b) (i) one or more duly executed assignment and assumption agreements, in a customary form to be agreed upon by the Parties and (ii) duly executed assignments to Purchaser of the registered trademarks, copyrights and patents, and applications for each of the foregoing, included in the Purchased Intellectual Property, in each case, in a form suitable for recording in the U.S. Patent and Trademark Office;

(c) the officer's certificate required to be delivered pursuant to Sections 9.1(a), 9.1(b), and 9.1(c);

(d) a grant deed (or similar deed required in a particular jurisdiction where the Owned Real Property is located) to the Owned Real Property in recordable form and substance reasonably acceptable to Seller, duly executed by Seller;

(e) all other deeds, customary transfer tax forms, endorsements, assignments, company seals, instruments of transfer and other instruments of conveyance reasonably requested by Purchaser or required to convey and assign the Purchased Assets to Purchaser and vest title therein in Purchaser;

(f) a non-foreign affidavit from Seller, sworn under penalty of perjury and as required under Treasury Regulations issued pursuant to Section 1445 of the Code stating that it is not a "foreign person" as defined in Section 1445 of the Code (the "Non-Foreign Affidavit");

(g) the Transition Services Agreement, duly executed by the Seller and Holdings;

(h) the Escrow Agreement, duly executed by the Seller and Escrow Agent;

(i) an assignment and assumption of lease for the Leased Real Property in form and substance reasonably acceptable to Seller and Purchaser and duly executed by Seller (each, a "Lease Assumption Agreement");

(j) a copy of the Sale Order;

(k) a copy of the Intercompany Settlement, as approved by the Bankruptcy Court, and evidence reasonably satisfactory to the Purchaser that the Intercompany Settlement Assets have been transferred and assigned to Seller;

(l) evidence reasonably satisfactory to the Purchaser that all Transfer Applications have been filed;

(m) an Order that has been entered by the Bankruptcy Court authorizing the removal of talc and other related materials and cleaning of the talc silos (and any other storage areas containing talc, including, but not limited to, core sample storage areas) at Gouverneur Premises and any other locations where such silos or storage areas are located, on terms reasonably satisfactory to Purchaser; and

(n) all such other documents, instruments and certificates, reasonably requested by Purchaser, to evidence the assignment to the Purchaser of the Purchased Assets.

4.3 Deliveries by Purchaser. At the Closing, Purchaser will deliver to Seller:

(a) the consideration specified in Section 3.1, as adjusted pursuant to Sections 3.3 and 3.4;

(b) the officer's certificate required to be delivered pursuant to Sections 9.2(a) and 9.2(b);

(c) binding commitments from sureties sufficient for all bonding requirements set forth on Section 4.3(c) of the Seller Disclosure Schedules;

(d) the Lease Assumption Agreements, duly executed by the Purchaser;

(e) the Transition Services Agreement, duly executed by the Purchaser;

(f) the Escrow Agreement, duly executed by the Purchaser and Escrow Agent; and

(g) all such other documents, instruments and certificates, reasonably requested by Seller, to evidence the assumption by Purchaser of the Assumed Liabilities.

4.4 Termination of Agreement. This Agreement may be terminated prior to the Closing as follows:

(a) by Purchaser or Seller, if the Closing has not occurred by 5:00 p.m. Eastern time on June 23, 2026 (the "Termination Date"), which date may be extended (x) by Seller for an additional fifteen (15) days if the Closing has not occurred on or before the Termination Date, unless the primary cause of the failure of the Closing to occur by the Termination Date is a material breach of any representations, warranties or covenants by Seller, or (y) upon mutual consent by Seller and Purchaser;

(b) by mutual written consent of Seller and Purchaser;

(c) by Purchaser; provided that Purchaser is not then in breach of any representation, warranty, covenant or agreement contained in this Agreement that would result in a failure of a condition set forth in Sections 9.1, 9.2, or 9.3,

(i) if Seller breaches any representation or warranty or any covenant or agreement contained in this Agreement, such breach would result in a failure of a condition set forth in Sections 9.1 or 9.3 or breach of Section 4.1 and such breach has not been cured within 10 Business Days after the giving of written notice by Purchaser to Seller of such breach; provided that in the event that Purchaser provides such written notice to Seller within 10 Business Days of the Termination Date, then the Termination Date will be extended until the end of the 10 Business Day cure period set forth in this Section 4.4(c); or

(ii) if all of the conditions set forth in Sections 9.1, 9.2, and 9.3 have been satisfied or waived by the applicable Party (in each case, other than those conditions that by their nature are first satisfied at the Closing), Purchaser has given written notice to Seller that Purchaser is prepared to consummate the Closing and Seller fails to consummate the Closing within three (3) Business Days after the date that the Closing should have occurred pursuant to Section 4.1.

(d) by Seller; provided that no Seller is then in breach of any representation, warranty, covenant or agreement contained in this Agreement that would result in a failure of a condition set forth in Sections 9.1 or 9.3,

(i) if Purchaser breaches any representation or warranty or any covenant or agreement contained in this Agreement, such breach would result in a failure of a condition set forth in Sections 9.2 or 9.3 or breach of Section 4.1 and such breach has not been cured within 10 Business Days after the giving of written notice by Seller to Purchaser of such breach; provided that in the event that Seller provides such written notice to Purchaser within 10 Business Days of the Termination Date, then the Termination Date will be extended until the end of the 10 Business Day cure period set forth in this Section 4.4(d)(i); or

(ii) if all of the conditions set forth in Sections 9.1 and 9.3 have been satisfied or waived by the applicable Party (in each case, other than those conditions that by their nature are first satisfied at the Closing), Seller has given written notice to Purchaser

that Seller is prepared to consummate the Closing and Purchaser fails to consummate the Closing within three (3) Business Days after the date that the Closing should have occurred pursuant to Section 4.1.

(e) by Seller or Purchaser, if there is in effect a final non-appealable Order of a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Transactions; it being agreed that the Parties will promptly appeal and use reasonable best efforts to seek to overturn any adverse determination which is not non-appealable and pursue such appeal with reasonable diligence unless and until this Agreement is terminated pursuant to this Section 4.4;

(f) by written notice of Purchaser, if the Bankruptcy Case is dismissed or converted to a case or cases under Chapter 7 of the Bankruptcy Code, or if a trustee or examiner is appointed in the Bankruptcy Case;

(g) by written notice from Purchaser to Seller if (i) the Bankruptcy Court does not enter the Sale Order by the Sale Order Deadline, in a form reasonably acceptable to Purchaser; (ii) there are subsequent changes to the Sale Order following its entry that are not consented to by the Purchaser (except for immaterial changes); or (iii) following entry of the Sale Order, the Bidding Procedures Order, or the Intercompany Settlement Order, the Sale Order, the Bidding Procedures Order, or the Intercompany Settlement Order is stayed, reversed, modified, vacated or amended in any respect without the prior written consent of the Purchaser (such consent not to be unreasonably withheld), and such stay, reversal, modification, vacatur or amendment is not eliminated within fourteen (14) days of any such stay, reversal, modification, vacatur or amendment (for the avoidance of doubt, the Bidding Procedures Order, Sale Order and Intercompany Settlement Order as filed in the Bankruptcy Case shall be deemed to be in a form acceptable to Purchaser if Purchaser consents to such forms being filed or provided to the Bankruptcy Court);

(h) by written notice from Purchaser to Seller if Seller files a Chapter 11 plan without the Purchaser's consent;

(i) from and after the initial funding under the Replacement DIP Commitment, by written notice from Purchaser to Seller if (i) the DIP Credit Agreement matures, terminates, or is otherwise in default, (ii) the DIP Lender provides an Enforcement Notice (as defined in the Replacement DIP Order), and (iii) Seller does not procure a replacement DIP Facility within three (3) Business Days;

(j) automatically, upon (x) approval by the Bankruptcy Court of an Alternative Transaction unless Purchaser is designated as a "Backup Bidder" under the Sale Order or (y) the consummation of an Alternative Transaction; or

(k) by Purchaser if Purchaser is unable to offset the Purchaser Financing Amount as provided in Section 3.1, pursuant to section 363(k) of the Bankruptcy Code or otherwise, to pay-off the Purchaser Financing Amount in full.

4.5 Procedure Upon Termination. In the event of termination pursuant to Section 4.4 other than Section 4.4(j) (under which termination will take place automatically) or Section 4.4(b)

(under which termination will occur pursuant to the terms thereof), the terminating Party will give written notice thereof to the other Party, and this Agreement will terminate as described in Section 4.6, and the purchase of the Purchased Assets and assumption of the Assumed Liabilities hereunder will be abandoned, without further action by Purchaser or Seller.

4.6 Effect of Termination. In the event that this Agreement is terminated as provided herein, then each of the Parties will be relieved of its duties and obligations arising under this Agreement after the date of such termination and there will be no Liability or obligation on Purchaser, Seller or any of their respective Representatives, except as specifically set forth in this Section 4.6; provided, however, that the provisions of this Section 4.6, Article IV, and Article XI (other than Section 11.3) and, to the extent necessary to effectuate the foregoing enumerated provisions, Article I, will survive any such termination and will be enforceable hereunder; provided, further, that nothing in this Section 4.6 will be deemed to release any Party from Liability for Fraud or any breach of this Agreement prior to termination.

V. REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the letter from Seller, dated the Effective Date, addressed to Purchaser (the "Seller Disclosure Schedules"), Seller hereby represents and warrants to Purchaser, as of the Effective Date and as of the Closing, that:

5.1 Organization and Good Standing. Seller is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware and, subject to any limitations that may be imposed on Seller as a result of filing a petition for relief under the Bankruptcy Code, has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted, except where the failure to be so organized, existing and in good standing or to have such power and authority would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect. Seller is not in material violation of its organizational or governing documents. The Seller does not have any subsidiaries.

5.2 Authorization of Agreement. Subject to entry of the Sale Order, as applicable, Seller has all necessary power and authority to execute and deliver this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party and to perform its respective obligations hereunder and thereunder. The execution and delivery of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party and the consummation of the Transactions have been duly authorized by all requisite limited liability company action on the part of Seller. This Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party has been duly and validly executed and delivered, and each agreement, document or instrument contemplated hereby or thereby to be delivered at or prior to Closing will be duly and validly executed and delivered, by the Seller and (assuming the due authorization, execution and delivery by the other Parties and the entry of the Sale Order) this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party constitutes legal, valid and binding obligations of Seller enforceable against Seller in accordance with its respective terms, subject to equitable principles of general applicability (whether considered in a proceeding at law or in equity).

5.3 Consents. Except as set forth on Section 5.3 of the Seller Disclosure Schedules and except to the extent not required if the Sale Order is entered, no consent, waiver, approval, Order or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required on the part of Seller in connection with the execution and delivery of this Agreement or any other agreement, document or instrument contemplated hereby or thereby to which Seller is a party, the compliance by Seller with any of the provisions hereof or thereof, the consummation of the Transactions or the taking by Seller of any other action contemplated hereby or thereby (with or without notice or lapse of time, or both), except for (a) the entry of the Sale Order and (b) immaterial consents, waivers, approvals, Orders, authorizations, declarations, filings and notifications. Neither the execution and delivery of this Agreement, nor the consummation of the Transactions, will, subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing, (i) conflict with or result in a breach of the certificate of formation, limited liability company agreement or other organizational documents of Seller or (ii) violate any Order or Law to which Seller, the Business, or any Purchased Asset is subject or bound, except as would not reasonably be expected to, individually or in the aggregate, be material to the Business or the Purchased Assets, taken as a whole.

5.4 Title to Purchased Assets. Except as set forth on Section 5.4 of the Seller Disclosure Schedules, subject to Section 2.7 and (a) bankruptcy, insolvency, or other similar Laws affecting the enforcement of creditors' rights generally, and (b) equitable principles of general applicability (whether considered in a proceeding at law or in equity), Seller has good and valid title to, or in the case of leased assets, has good and valid leasehold interests in, the Purchased Assets free and clear of all Liens (other than Permitted Exceptions and Transferred Exceptions) and, at the Closing, Purchaser will be vested with good and valid title to, or in the case of leased assets, good and valid leasehold interest in, such Purchased Assets, free and clear of all Liens (other than Permitted Exceptions and Transferred Exceptions) and Excluded Liabilities, to the fullest extent permissible under Law, including Section 363(f) of the Bankruptcy Code and subject to the rights of licensees under Section 365(n) of the Bankruptcy Code.

5.5 Validity of Purchased Contracts. Each Purchased Contract is in full force and effect and is a valid and binding obligation of Seller and, to the Knowledge of Seller, the other parties thereto in accordance with its terms and conditions, except as such validity and enforceability may be limited by (a) bankruptcy, insolvency, or other similar Laws affecting the enforcement of creditors' rights generally, (b) equitable principles of general applicability (whether considered in a proceeding at law or in equity), and (c) the obligation to pay Cure Costs (if any) under Section 2.5. Seller has no Knowledge of the intention of any third party to terminate any Purchased Contract. To the Knowledge of Seller, no event has occurred which, with the passage of time or the giving of notice, or both, would constitute a default under or a violation of any such Purchased Contract or would cause the acceleration of any obligation of Seller or the creation of a Lien upon any Purchased Asset, except for such events that would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

5.6 Litigation. Except for the Bankruptcy Case and as otherwise set forth on Section 5.6 of the Seller Disclosure Schedules, as of the Petition Date, there are no Legal Proceedings or Orders pending or, to the Knowledge of Seller, threatened against Seller that involves or relates to the Business or any of the Transactions, or affects any of the Purchased Assets, including the Seller Permits.

5.7 Compliance with Laws. Seller is and, since January 1, 2023, has been in compliance in all material respects with all applicable Laws and Orders. Seller holds all governmental licenses, authorizations, permits, consents and approvals necessary for the operation of the Business as presently conducted, taken as a whole. Seller is in compliance in all material respects with the terms of Seller Permits. All required filings with respect to the Seller Permits have been made and all required applications for renewal thereof have been filed, except where a failure of this representation and warranty to be so true would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

5.8 Employee Compensation and Employee Benefit Plans; ERISA.

(a) As used herein, the term "Company Plan" will mean each material "employee benefit plan" (within the meaning of Section 3(3) of ERISA) and each other material equity incentive, severance, employment, company stock plan, change-in-control, retention, fringe benefit, bonus, incentive, savings, retirement, deferred compensation, medical, insurance, disability, vacation, paid time off, welfare, or other benefit plan, agreement, program, policy or Contract, whether or not subject to ERISA, in each case other than a "multiemployer plan," as defined in Section 3(37) of ERISA, under which any current or former employee, officer, director, contractor (who is a natural Person) or consultant (who is a natural Person) of Seller has any present or future right to benefits and which are entered into, contributed to, sponsored by or maintained by Seller.

(b) Except as would not, individually or in the aggregate, have a Seller Material Adverse Effect:

(i) Each Company Plan is in material compliance with all applicable Laws, including ERISA and the Code.

(ii) Each Company Plan that is intended to be a qualified plan under Section 401(a) of the Code has received a favorable determination or opinion letter to that effect from the IRS and, to the Knowledge of Seller, no event has occurred since the date of such determination or opinion that would reasonably be expected to adversely affect such determination or opinion.

(iii) Neither Seller nor any ERISA Affiliate sponsors, maintains or contributes to, or has any liability or obligation, contingent or otherwise, with respect to any multiemployer pension plan (as defined in Section 3(37) of ERISA) or other defined benefit pension plan within the meaning of Section 3(35) of ERISA or other applicable Law, in each case, that is subject to Title IV of ERISA.

(iv) No Legal Proceeding (other than routine claims for benefits in the Ordinary Course of Business) are pending or, to the Knowledge of Seller, threatened with respect to any Company Plan.

5.9 Labor Matters.

(a) Except as set forth on Section 5.9 of the Seller Disclosure Schedules, Seller is not a party to, or bound by, any labor agreement, collective bargaining agreement, or any other

labor-related Contract with any labor union, trade union, works council or labor organization covering Business Employees' terms and conditions of employment. No labor union, trade union, labor organization or group of Business Employees has made a pending demand for recognition or certification, and there are no representation or certification proceedings or petitions seeking a representation proceeding presently pending or, to the Knowledge of Seller, threatened in writing to be brought or filed with the National Labor Relations Board or any other Governmental Body. To the Knowledge of Seller, there are no organizing activities with respect to any Business Employees. There has been no actual or, to the Knowledge of Seller, threatened material labor disputes, strikes, slowdowns or work stoppages against or affecting Seller.

(b) Since January 1, 2023, Seller has not effectuated (i) a "plant closing" (as defined in the Worker Adjustment and Retraining Notification Act or any similar state or local plant closing or layoff Law (the "WARN Act")) in connection with the Business; or (ii) a "mass layoff" (as defined in the WARN Act) of individuals employed at or who primarily provided service to the Business, without first complying with the requirements of the WARN Act.

(c) Seller has made available to Purchaser a list of all Business Employees and Murray Employees and the following information with respect to each such Business Employee and Murray Employee: name; job title; full time or part time status; work location (including state); date of hire; the current year's base compensation and, separately, any promised or targeted bonus, commission or other incentive-based compensation; exempt or non-exempt status; visa status if not a United States citizen; and, if on leave, date of expected return. Except for Business Employees whose employment is governed by a Seller Collective Bargaining Agreement, all Business Employees are "employees at will," and their employment may be terminated at any time and without severance or similar Liability. As of the Effective Date, all compensation, including wages, wage premiums, commissions, bonuses, fees, expense reimbursements and other compensation, payable to all employees, independent contractors or consultants of Seller for services performed have been paid in the Ordinary Course of Business in accordance with the Seller's normal payroll practices.

5.10 Intellectual Property. Except as would not reasonably be expected to, individually or in the aggregate, be material to the Business or the Purchased Assets, taken as a whole, (a) Seller owns all right, title and interest in, or has the right to use, pursuant to a license or otherwise, all Purchased Intellectual Property required to operate the Business as presently conducted, in each case, (i) free and clear of all Liens except Permitted Exceptions, and (ii) other than non-exclusive licenses of, or covenants with respect to, Intellectual Property granted in the Ordinary Course of Business, and (b) (i) there are no pending, and Seller has not received, since January 1, 2023, any written notice of any actual or threatened Legal Proceedings alleging a violation, misappropriation or infringement of the Intellectual Property of any other Person by Seller except for any of the foregoing that have since been resolved, (ii) to the Knowledge of Seller, the operation of the Business as currently conducted does not violate, misappropriate or infringe the Intellectual Property of any other Person, and (iii) to the Knowledge of Seller, no other Person is, as of the date hereof, violating, misappropriating or infringing any Purchased Intellectual Property. All Purchased Intellectual Property that is issued by, registered with, renewed by or the subject of a pending application before any Governmental Body is valid, subsisting and, to Knowledge of the Seller, enforceable, and is not subject to any outstanding Order adversely affecting Seller's use

thereof or rights thereto, except as would not reasonably be expected to, individually or in the aggregate, be material to the Business or the Purchased Assets, taken as a whole.

5.11 Financial Advisors. Except with respect to Greenhill and Co., LLC, Seller has not incurred any Liability for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement or Transactions for which Purchaser is or will become liable.

5.12 Real Property.

(a) The Owned Real Property and the Leased Real Property constitute all of the real property assets used by Seller for the conduct of the Business in substantially the same manner as such Business is being operated as of the Effective Date. The Seller has good and valid interest in and to all Owned Real Property and good and valid leasehold interests in all Leased Real Property.

(b) Seller has delivered to Purchaser copies of all Real Property Leases that are true, correct, and complete in all material respects, including all written amendments or modifications thereto, and the Real Property Leases are unmodified and in full force and effect. To the Knowledge of Seller, the Seller is not, and no event has occurred which, with the passage of time, would constitute a material breach or default of its obligations under each Real Property Lease.

(c) There are no pending or, to the Knowledge of the Seller, threatened condemnation proceedings by or before any Governmental Body with respect to any Real Property.

(d) To the Knowledge of the Seller, the use and operation of the Leased Real Property in the conduct of the Business as presently conducted does not violate in any material respect any Law.

(e) Seller has not assigned, subleased, sublicensed, transferred, or granted any third party a right to use its interest, if any, under any Real Property Lease.

5.13 Environmental Matters. Except as set forth in Section 5.13 of the Seller Disclosure Schedules:

(a) Seller is, and has been during the prior five (5) years, in compliance in all material respects with all applicable Environmental Laws, which compliance has included obtaining and maintaining all Environmental Permits required under applicable Environmental Laws in connection with ownership of the Purchased Assets or the operation of the Business (as currently or formerly conducted).

(b) Seller has not received in the past five (5) years any: (i) Environmental Notice or written environmental claim; or (ii) written request for information or investigation pursuant to Environmental Law, in either case of (i) or (ii) with respect to the operation of the Business (as currently or formerly conducted), the Purchased Assets or any Leased Real Property that has not been fully resolved with no further obligations.

(c) There has been no Environmental Release by Seller or, to the Knowledge of the Seller, by any other Person at any real property currently owned, leased, occupied or operated in connection with the Business (as currently or formerly conducted), in each case in material violation of any Environmental Law or that would reasonably be expected to result in any material unresolved Liability in connection with the Business.

5.14 Insurance. Seller has all material policies of insurance covering Seller and the Business and any of its employees, properties or assets, including policies of property, fire, workers' compensation, products liability, directors' and officers' liability and other casualty and liability insurance, that is customarily carried by a Person conducting business similar to that of Seller (the "Insurance Policies"). All such material Insurance Policies are in full force and effect, no written notice of cancellation has been received and there is no existing default or event that, with notice or lapse of time or both, would constitute a default by any insured thereunder.

5.15 Certain Payments.

(a) To Seller's Knowledge, no manager, officer, agent or employee of Seller or any other Person acting for or on behalf of any Seller, has directly or indirectly, made any contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other payment to any Person, private or public, regardless of form, whether in money, property, or services (i) to obtain favorable treatment in securing business, (ii) to pay for favorable treatment for business secured, (iii) to obtain special concessions or for special concessions already obtained, for or in respect of Seller, or (iv) in violation of any Law, including the FCPA, the Anti-Kickback Act, Laws restricting the payment of contingent fee arrangements, or any Laws of similar effect.

(b) Seller is not and has not been a party to any Contract with, and has not conducted business or participated in any transaction, including through a distributor, supplier, or agent, involving, (i) any Person identified on OFAC's list of Specially Designated Nationals and Blocked Persons or targeted by an OFAC Sanctions Program; (ii) the government, including any political subdivision, agency, instrumentality, or national thereof, of any country with respect to which the United States or any jurisdiction in which Seller is operating or located administers or imposes economic or trade sanctions or embargoes; (iii) any Person acting, directly or indirectly, on behalf of, or an entity that is owned or controlled by, a Specially Designated National and Blocked Person or by a government or Person identified in clause (ii) above, or (iv) a Person on any other similar export control, terrorism, money laundering or drug trafficking related list administered by any Governmental Body either within or outside the United States with whom it is illegal to conduct business pursuant to applicable Law in each case, in violation of any applicable Law.

5.16 Data Privacy and Information Security. Seller, and, to Seller's Knowledge, all vendors, processors, affiliates, or other third parties acting for or on behalf of Seller in connection with the Processing of Personal Information in possession or control of the Seller ("Vendors"), is, and since January 1, 2023 has been, in compliance in all material respects with (i) publicly posted privacy policies (the "Privacy Policies") and (ii) all applicable Laws and contractual obligations relating to data privacy, data protection and data security ("Privacy Laws"), including Laws related to obligations with respect to Seller's websites, customers and employees, and the collection, storage, transmission, transfer (including cross-border transfers), disclosure, destruction and use

of Personal Information. Seller has implemented and maintained, and has required all Vendors to implement and maintain, commercially reasonable administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of its information technology systems and data assets used in the operation of the Business. Seller has taken commercially reasonable measures to protect Personal Information to which Seller has access or processes against loss, damage, unauthorized access disclosure, modification or other misuse. Since January 1, 2023, there has been no loss, damage, unauthorized access, acquisition, disclosure, modification, use, denial of use, alteration, corruption, destruction, deletion, compromise, impairment, intrusion to, breach of Personal Information, or other misuse of any Personal Information by Seller that would reasonably be expected to result in any material Liability or that would trigger a notification or reporting requirement to data protection authorities or data subjects under applicable Privacy Laws. Seller has obtained all necessary rights, permissions, and consents to permit the transfer of any Personal Information in connection with the transactions contemplated by this Agreement, except as would not reasonably be expected to, individually or in the aggregate, be material to the Business or the Purchased Assets. Since January 1, 2023, no orders, requests, warnings, reprimands, inquiries, notifications, allegations, complaints, audits, investigations, actions, suits, claims, hearings, arbitrations or other proceedings have existed or to Seller's Knowledge been threatened regarding any violation of any Privacy Laws by Seller.

5.17 Taxes.

(a) Seller has filed (or had filed on its behalf) all income and other material Tax Returns that it was required to file solely in respect of the Purchased Assets or the Business and all such Tax Returns were correct and complete in all material respects. Other than as excused or prohibited from being paid as a result of the Bankruptcy Code or the Bankruptcy Court, solely with respect to the Purchased Assets and the Business, Seller has paid (or had paid on its behalf) (i) all Taxes that are shown to be due by Seller on any such Tax Returns or pursuant to any written assessment received by Seller from any Tax Authority for any period preceding the Closing Date, and (ii) all other material Taxes due on or before the Closing Date (whether or not shown on a Tax Return).

(b) There are no pending, proposed in writing or threatened in writing Legal Proceedings with respect to any material Taxes payable by or asserted against Seller related to the Purchased Assets or the Business.

(c) There are no Liens with respect to Taxes (other than Permitted Exceptions, Liens that will be released by the Sale Order, and Liens for Taxes not yet due and payable or Taxes that are being diligently contested and for which adequate reserves have been set aside in accordance with GAAP) upon the Purchased Assets or the Business. With respect to any such Taxes being diligently contested for which reserves have been set aside, Seller shall provide Purchaser with (i) a schedule identifying each such contested Tax, (ii) the amount of the Tax liability being contested, (iii) the current status of such contest, and (iv) evidence that adequate reserves have been established in accordance with GAAP.

(d) Seller is not a party to any Tax indemnity, Tax allocation or Tax sharing agreement, other than any such agreement entered into in the Ordinary Course of Business the

principal purpose of which is not related to Tax, that could result in a Lien upon the Purchased Assets or the Business and that will not be terminated on or prior to Closing.

(e) There are no requests for rulings, closing agreements, or advance pricing agreements pending between Seller and any Tax Authority in respect of any Tax that could result in a Lien upon the Purchased Assets or the Business or otherwise materially adversely affect the Tax treatment of the Purchased Assets or the Business following the Closing. Seller has provided Purchaser with copies of all private letter rulings, technical advice memoranda, closing agreements, and similar documents issued by any Tax Authority to Seller that relate solely to the Purchased Assets or the Business.

(f) Seller has withheld and paid over to the appropriate Tax Authority all material Taxes required to have been withheld and paid over in connection with amounts paid or owing to any Transferred Employee.

5.18 No Other Representations or Warranties; Schedules. Except for the representations and warranties contained in this Article V (as modified by the Schedules hereto), neither Seller nor any other Person makes any other express or implied representation or warranty with respect to Seller, the Purchased Assets, the Assumed Liabilities or the Transactions, and Seller disclaims any other representations or warranties, whether made by Seller, any Affiliate of Seller, or any of Seller's or its Affiliates' respective Representatives. Except for the representations and warranties contained in this Article V (as modified by the Schedules hereto), Seller (a) expressly disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Purchased Assets (including any implied or expressed warranty of merchantability or fitness for a particular purpose, or of conformity to models or samples of materials) and (b) disclaims all Liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Purchaser or its Affiliates or Representatives (including any opinion, information, projection, or advice that may have been or may be provided to Purchaser by any Representative of Seller or any of its Affiliates). Seller makes no representations or warranties to Purchaser regarding the probable success or profitability of the Business, the Purchased Assets or the use thereof. The disclosure of any matter or item in any Schedule hereto will not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter could result in a Seller Material Adverse Effect.

VI. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Except as set forth in the letter from Purchaser, dated as of the Effective Date, addressed to Seller, Purchaser hereby represents and warrants to Seller that:

6.1 Organization and Good Standing. Purchaser is a limited liability company organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite limited liability company power and authority to own, lease and operate its properties and to carry on its business as now being conducted, except where the failure to be so organized, existing and in good standing or to have such power and authority would not reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect. Purchaser is not in material violation of its organizational or governing documents.

6.2 Authorization of Agreement. Purchaser has all necessary limited liability company power and authority to execute and deliver this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party and the consummation of the Transactions have been duly authorized by all requisite corporate or similar action on the part of Purchaser. This Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party has been duly and validly executed and delivered, and each agreement, document or instrument contemplated hereby or thereby to be delivered at or prior to Closing will be duly and validly executed and delivered, by Purchaser and (assuming the due authorization, execution and delivery by the other parties thereto and the entry of the Sale Order) this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party constitutes legal, valid and binding obligations of Purchaser enforceable against Purchaser in accordance with its respective terms, subject to equitable principles of general applicability (whether considered in a proceeding at law or in equity).

6.3 Consents and Approvals; No Violations.

(a) The execution, delivery and performance of this Agreement by Purchaser and the consummation by Purchaser of the Transactions do not and will not (i) conflict with or violate the certificate of formation or limited liability company agreement (or similar organizational documents) of Purchaser, (ii) assuming that all consents, approvals and authorizations contemplated by clauses (i) and (ii) of subsection (b) of this Section have been obtained, and all filings described in such clauses have been made, conflict with or violate any Law or Order applicable to Purchaser or by which Purchaser or any of its respective properties are bound, or (iii) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both would become a default) or result in the loss of a benefit under, or give rise to any right of termination, cancellation, amendment or acceleration of, any Contracts to which Purchaser is a party or by which Purchaser or any of its respective properties are bound, except, in the case of clauses (ii) and (iii), for any such conflict, violation, breach, default, acceleration, loss, right or other occurrence which would not have or reasonably be expected to have a Purchaser Material Adverse Effect.

(b) The execution, delivery and performance of this Agreement by Purchaser and the consummation by Purchaser of the Transactions do not and will not require any consent, approval, authorization or permit of, action by, filing with or notification to, any Governmental Body, except for (i) the applicable requirements, if any, of the Exchange Act and state securities, takeover and "blue sky" Laws, and (ii) any such consent, approval, authorization, permit, action, filing or notification the failure of which to make or obtain would not have or reasonably be expected to have a Purchaser Material Adverse Effect.

6.4 Financial Capability.

(a) Purchaser has received an executed commitment letter from Riverspan Partners Fund I LP (the "Equity Commitment Letter") for Riverspan Partners Fund I LP to commit, subject to the terms and conditions expressly set forth therein, to provide equity financing up to

the Commitment (as defined in the Equity Commitment Letter) (the "Equity Financing"). The Equity Commitment Letter (i) has been duly executed by Purchaser and Riverspan Partners Fund I LP and (ii) is in full force and effect and constitutes the valid and binding obligation of Purchaser and Riverspan Partners Fund I LP. A true, correct and complete copy of the Equity Commitment Letter has been provided to Seller.

(b) The Equity Commitment Letter has not been amended or modified in any manner.

(c) No amendment or modification to, or withdrawal, termination or rescission of, the Equity Commitment Letter is currently contemplated, and the Commitment (as defined in the Equity Commitment Letter) has not been withdrawn or rescinded in any respect.

(d) Assuming the satisfaction of the conditions set forth in Section 9.1 and Section 9.3, the aggregate proceeds contemplated by the Equity Commitment Letter will be sufficient to consummate the Transactions and to satisfy all of Purchaser's obligations under this Agreement, including to pay the full amount of the Closing Cash Payment at the Closing pursuant to Section 3.3, and all fees and expenses of Purchaser and its Affiliates related to the Transactions.

(e) Purchaser has not incurred any obligation, commitment, restriction or Liability of any kind, and is not contemplating or aware of, any obligation, commitment, restriction or Liability of any kind, which would reasonably be expected to materially impair or materially and adversely affect the availability of the proceeds contemplated by the Equity Commitment Letter.

(f) There are no side letters or other agreements, Contracts, arrangements or understandings related to the funding or investing of the Equity Financing.

(g) (i) Neither Purchaser nor Riverspan Partners Fund I LP is in breach of any of the terms set forth in the Equity Commitment Letter, and no event has occurred which, with or without notice, lapse of time or both, would constitute a default or breach by any party to the Equity Commitment Letter, and (ii) Purchaser has no reason to believe that any of the conditions to the Equity Financing would not be expected to be satisfied on a timely basis.

(h) Purchaser acknowledges and agrees that obtaining the Equity Financing (or any other financing) is not a condition to Closing.

(i) Upon the consummation of the Transactions, (a) Purchaser will not be insolvent as defined in Section 101 of the Bankruptcy Code, (b) Purchaser will not be left with unreasonably small capital, (c) Purchaser will not have incurred debts beyond its ability to pay such debts as they mature, and (d) the capital of Purchaser will not be impaired.

6.5 Permitting. Neither Purchaser nor any Person that, together with any Affiliates of Purchaser, owns 10% or more of the equity interests of Purchaser has been subject to any bond forfeiture, permit suspension or revocation or similar effort or any Legal Proceeding instituted by any Governmental Body that would prohibit or materially adversely affect the transfer of the Seller Permits to Purchaser. Neither Purchaser nor any Persons "owned or controlled" by Purchaser or any of their respective Affiliates is currently (a) ineligible to receive additional surface mining

permits or (b) under investigation to determine whether its eligibility to receive additional surface mining permits should be revoked, *i.e.*, "permit blocked."

6.6 Condition of the Purchased Assets. Notwithstanding anything contained in this Agreement to the contrary, Purchaser acknowledges and agrees that Seller is not making any representations or warranties whatsoever, express or implied, beyond those expressly given by Seller in Article V (as modified by the Schedules hereto), and Purchaser acknowledges and agrees that, except for the representations and warranties contained therein, the Purchased Assets are being transferred on a "where is" and, as to condition, "as is" basis, including with respect to any environmental conditions at, on, in, under, migrating to or from or relating to the Purchased Assets. Purchaser acknowledges that it has conducted to its satisfaction its own independent investigation of the Purchased Assets and, in making the determination to proceed with the Transactions, Purchaser has relied on the results of its own independent investigation.

6.7 Exclusivity of Representations and Warranties. Purchaser acknowledges that except for the representations and warranties made by Seller in Article V, none of Seller, any of its Affiliates, nor any Representatives of any of the foregoing, make (and neither Purchaser or any other Person has relied upon) any representations or warranties on behalf of Seller. Purchaser further agrees that neither Seller nor any other Person will have or be subject to any Liability to Purchaser or any other Person resulting from the distribution to Purchaser, Purchaser's use of, any such information, including any information, documents, projections, forecasts or other material made available to Purchaser in certain "data rooms" or management presentations in expectation of the Transactions. Purchaser acknowledges that none of Seller, its Affiliates, nor any Representatives of any of the foregoing, make any express or implied representation or warranty with respect to "Confidential Information" as defined in the Confidentiality Agreement, other than to the extent the representations and warranties made by Seller in this Agreement expressly speak to matters that constitute "Confidential Information". Purchaser acknowledges and agrees that it (a) has had an opportunity to discuss the business of Seller with the management of Seller, (b) has had sufficient access to (i) the books and records of Seller and (ii) the electronic data room maintained by Seller for purposes of the Transactions, (c) has been afforded the opportunity to ask questions of and receive answers from officers and other key employees of Seller and (d) has conducted its own independent investigation of Seller, and its businesses and the Transactions, and has not relied on any representation, warranty or other statement by any Person on behalf of Seller, other than the representations and warranties of Seller expressly contained in Article V, and that all other representations and warranties are specifically disclaimed. In connection with any investigation by Purchaser of Seller, Purchaser has received or may receive from Seller or its other Representatives on behalf of Seller certain projections, forward-looking statements and other forecasts and certain business plan information in written or verbal communications. Purchaser acknowledges that there are uncertainties inherent in attempting to make such estimates, projections and other forecasts and plans, that Purchaser is familiar with such uncertainties, that Purchaser is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections and other forecasts and plans so furnished to Purchaser (including the reasonableness of the assumptions underlying such estimates, projections, forecasts or plans), and that Purchaser will have no claim against Seller or any other Person with respect thereto. Accordingly, Purchaser acknowledges that neither Seller nor any other Person on behalf of Seller makes (and neither Purchaser or any other Person has relied upon) any representation or warranty

with respect to such estimates, projections, forecasts or plans (including the reasonableness of the assumptions underlying such estimates, projections, forecasts or plans).

VII. BANKRUPTCY COURT MATTERS

7.1 Submission for Bankruptcy Court Approval. Seller has filed with the Bankruptcy Court a motion seeking entry of the Sale Order, including the approval of this Agreement and the sale of the Purchased Assets to Purchaser on the terms and conditions hereof have been determined to be the "highest or otherwise best offer" in accordance with the Bidding Procedures Order.

7.2 Bankruptcy Process.

(a) Purchaser will provide adequate evidence and assurance under the Bankruptcy Code of the future performance by Purchaser of each Purchased Contract. Purchaser will, and will cause its Affiliates to, reasonably promptly take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Purchased Contracts, such as furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making Purchaser's Representatives available to testify before the Bankruptcy Court. Subject to the other terms and conditions of this Agreement, Purchaser will, from and after the Closing Date, (i) assume all Liabilities of Seller under the Purchased Contracts and (ii) satisfy and perform all of the Liabilities related to each of the Purchased Contracts when the same are due thereunder.

(b) If this Agreement and the sale of the Purchased Assets to Purchaser on the terms and conditions hereof are determined to be the "highest or otherwise best offer" in accordance with the Bidding Procedures Order, Purchaser and Seller agree to use commercially reasonable efforts to cause the Bankruptcy Court to enter the Sale Order in substantially the form attached hereto as Exhibit A with such changes or modifications as may be requested by Purchaser or Seller that are consented to in writing by the other party, with such consent not to be unreasonably withheld, conditioned or delayed.

(c) Seller covenants and agrees that if the Sale Order is entered, the terms of any chapter 11 plan submitted by Seller to the Bankruptcy Court for confirmation will not conflict with, supersede, abrogate, nullify, modify or restrict the terms of this Agreement and the rights of Purchaser hereunder, or in any way prevent or interfere with the consummation or performance of the Transactions including any transaction that is contemplated by or approved pursuant to the Sale Order.

(d) If the Sale Order or any other Orders of the Bankruptcy Court relating to this Agreement are appealed or petition for certiorari or motion for rehearing or reargument is filed with respect thereto, Seller agrees to take all action as may be commercially reasonable and appropriate to defend against such appeal, petition or motion and Purchaser agrees to cooperate in such efforts and each Party agrees to use its commercially reasonable efforts to obtain an expedited resolution of such appeal; provided that the absence of an appeal of the Sale Order will not be a condition to any Party's obligation to consummate the Transactions at the Closing.

(e) For the avoidance of doubt, nothing in this Agreement will restrict Seller or its Affiliates from selling, disposing of or otherwise transferring any Excluded Assets or from settling, delegating or otherwise transferring any Excluded Liabilities, or from entering into discussions or agreements with respect to the foregoing.

(f) If Seller files a Chapter 11 plan, such plan shall (i) be consistent with this Agreement in all respects, and (ii) include releases and exculpation provisions in favor of Purchaser Released Parties to the maximum extent permitted by law and to the same extent that the Seller Released Parties are released and exculpated.

(g) Seller shall give Purchaser reasonable notice and opportunity to review all material motions and other material filings made by Seller prior to Closing in the Bankruptcy Case relating to this Agreement or the transactions contemplated hereby, the DIP Facility or the DIP Credit Agreement, the Chapter 11 plan, or the DIP Lender, Purchaser, or any Affiliate thereof.

VIII. COVENANTS

8.1 Access to Information. From the Effective Date through the Closing Date, Purchaser will be entitled, through its Representatives, to make such investigation of the Purchased Assets and the Assumed Liabilities as it reasonably requests for purposes of furthering the consummation of the Transactions; except that, without Seller's prior written consent (which consent may be granted or denied in Seller's sole discretion), (a) Purchaser and its Representatives will not have the right to perform any investigative procedures that involve physical disturbance or damage to the properties of Seller or its Affiliates, and (b) any such investigation will not include any sampling of environmental media, including soil, land, soil gas, surface water, groundwater, stream sediments, indoor air, ambient air or building materials. Any such investigation and examination will be conducted upon reasonable advance notice and under reasonable circumstances, will occur only during normal business hours and will be subject to restrictions under applicable Law. Seller will direct its Representatives to cooperate with Purchaser and Purchaser's Representatives in connection with such investigation and examination, and Purchaser and its Representatives will cooperate with Seller and its Representatives. Notwithstanding anything herein to the contrary, no such investigation or examination will be permitted to the extent that it would require Seller to disclose information that would cause material competitive harm to Seller or would violate attorney-client privilege or other confidentiality obligations of Seller. No investigation by Purchaser will affect or be deemed to modify any of the representations, warranties, covenants or agreements of Seller contained in this Agreement. Following the Closing Date, Seller and its successors, designees and Representatives will be entitled to reasonable access the Purchased Assets during normal business hours for the purposes of accessing or removing any Excluded Asset or Excluded Liabilities; provided that the Seller provide at least three (3) business days prior written notice of such access, and the Seller and its representative agree to comply with all rules, regulations and policies of the Purchaser with respect to access to the Purchased Assets.

8.2 Actions Pending the Closing. Except (a) as required by applicable Law or by Order of the Bankruptcy Court, (b) as otherwise expressly contemplated by this Agreement, or (c) with the prior written consent of Purchaser, during the period from the Effective Date to and through the Closing Date, Seller will (taking into account the commencement of the Bankruptcy Case, the anticipated liquidation and shut-down of operations of Seller other than the Purchased Assets and

the Business and other changes, facts and circumstances that customarily result from the events leading up to and following the commencement of bankruptcy proceedings): (i) maintain the Purchased Assets in their current condition, ordinary wear and tear excepted (and excluding sales of inventory in the Ordinary Course of Business); (ii) not materially amend, modify, terminate, let lapse (other than the expiration of a contract pursuant to its terms) or waive any rights under, or create any Lien with respect to, any Purchased Asset; (iii) use commercially reasonable efforts to defend, preserve and protect from deterioration the Purchased Assets; (iv) comply in all material respects with applicable Laws with respect to the Business or the Purchased Assets, (v) make all post-petition payments related to the Purchased Contracts that become due or payable pursuant to the terms thereof to the extent provided for in the DIP Budget, including any payments required to avoid tax penalties or interest and not otherwise excused or prohibited from being paid as a result of the Bankruptcy Code or the Bankruptcy Court; (vi) maintain in full force and effect each Seller Permit as of the Effective Date or otherwise obtained by Seller prior to the Closing, and shall materially comply with the terms of each such Seller Permit and not permit any such Seller Permit to terminate, expire or lapse other than in the Ordinary Course of Business; (vii) use commercially reasonable efforts to preserve the existing business organization and keep management of the Business intact, keep available the services of the Business Employees, and maintain the existing relations with customers, carriers, suppliers, creditors, business partners, and others having business dealings with the Business; (viii) not enter into any new Contract except in the Ordinary Course of Business or as specifically authorized by the Bankruptcy Court; (ix) use commercially reasonable efforts to keep in full force and effect, without material modification, all Insurance Policies; or (x) not enter into any agreement or commitment to take any action prohibited by this Section 0.

8.3 Consents. Seller and Purchaser will use their commercially reasonable efforts to obtain at the earliest practicable date all consents and approvals contemplated by this Agreement, including the consents and approvals referred to in Section 5.3 and the Necessary Consents; provided, however, that none of Seller or Purchaser will be obligated to pay any consideration therefor to any third party from whom consent or approval is requested (except with respect to Cure Costs for the Purchased Contracts as provided in Section 2.5) or to initiate any Legal Proceedings to obtain any such consent or approval.

8.4 Reasonable Best Efforts; Consents to Assignment.

(a) Upon the terms and subject to the conditions of this Agreement, each of the Parties will use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws to consummate and make effective the Transactions as promptly as practicable, including the prompt preparation and filing of all forms, registrations and notices required to be filed to consummate the Transactions and the taking of such commercially reasonable actions as are necessary to obtain any requisite approvals, consents, Orders, exemptions or waivers by any Governmental Body or any other Person. Each Party will promptly consult with the other Party with respect to, provide any necessary information with respect to, and provide the other Party (or its counsel) copies of, all filings made by such party with any Governmental Body or any other Person or any other information supplied by such Party to a Governmental Body or any other Person in connection with this Agreement and the Transactions.

(b) Each Party will promptly inform the others of any communication from any Governmental Body (other than the Bankruptcy Court or the Office of the United States Trustee) regarding any of the Transactions and promptly provide the others with copies of all related correspondence or filings.

8.5 Publicity. With the exception of press releases issued by Seller and Purchaser on the Effective Date and the Closing Date in forms mutually agreeable to Seller and Purchaser, Purchaser and Seller will not issue any press release or public announcement concerning this Agreement or the Transactions without obtaining the prior written approval of the other Party, which approval may not be unreasonably withheld, conditioned or delayed, except that such consent will not be required if disclosure is otherwise required by applicable Law or by the Bankruptcy Court; provided, however, that Purchaser or Seller, as applicable, will use its commercially reasonable efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other Party with respect to the text of any such required disclosure.

8.6 Confidentiality. Purchaser acknowledges that Information (as defined in the Confidentiality Agreement) has been, and in the future will be, provided to it in connection with this Agreement, including under Section 8.1, and is subject to the terms of the confidentiality agreement dated December 11, 2025, between Seller and Purchaser (the "Confidentiality Agreement"), the terms of which are incorporated herein by reference. Purchaser acknowledges and understands that this Agreement and related documents may be publicly filed in the Bankruptcy Court and further made available by Seller to prospective bidders or contract counterparties and that, such disclosure will not be deemed to violate any confidentiality obligations owing to Purchaser, whether pursuant to this Agreement, the Confidentiality Agreement or otherwise.

8.7 Transition Services Agreement. Prior to the Closing, Purchaser, Seller, and Holdings will negotiate mutually acceptable terms of a transition services agreement, in form to be agreed upon by the Parties (the "Transition Services Agreement"). The Transition Services Agreement shall not require any Party to use extraordinary efforts, engage any third parties or, incur material out-of-pocket expenditures or require the Purchaser or any of its personnel to engage in any activity that would interfere with the operation of the business of Purchaser. The Transition Services Agreement shall provide that transition services are to be rendered during the normal business hours of Purchaser and Seller and in a manner so as to not materially disrupt or impair the operations of Purchaser and Seller. The Transition Services Agreement shall provide the cost at which the transition services will be provided to Purchaser or Seller. Prior to the Closing Date, Purchaser and Seller shall negotiate in good faith, and at the Closing shall enter into, a reciprocal TSA (the "Reciprocal TSA") pursuant to which Purchaser shall provide Seller, its Affiliates, and their respective Representatives, at Seller's cost and expense, reasonable access to the offices, facilities, officers, employees, personnel, books and records, and other data or information regarding the Business as Seller may reasonably request (upon reasonable prior notice) during normal business hours, in each case for the purposes of (i) facilitating post-Closing wind-down of Seller, (ii) remediation and compliance with environmental Laws by Seller, (iii) administration and support of talc-related insurance policies and claims against Seller, and (iv) statutory reporting and filings including bankruptcy and tax, all in accordance with the terms of the Reciprocal TSA. For the avoidance of doubt, such reasonable access shall not include direct access to any systems of Purchaser or its Affiliates.

8.8 Permitting.

(a) *Documents; Filings*. After the Petition Date, Seller and Purchaser shall use commercially reasonable efforts to prepare and deliver all applications necessary to transfer or modify, as applicable, the Seller Permits (the "Transfer Applications"), other than the Excluded Permits, to Purchaser or any designee of Purchaser. Purchaser and Seller shall cooperate in good faith to prepare such Transfer Applications and submit the same to the respective Governmental Body's offices as soon as reasonably practicable thereafter. Purchaser shall use commercially reasonable efforts to pursue obtaining the approval from applicable Governmental Bodies of the modification or transfer of the Seller Permits (other than the Excluded Permits) to Purchaser or any designee of Purchaser, and Seller shall assist as required by applicable Governmental Bodies.

(b) *Permit Transition Period*. Notwithstanding anything stated herein to the contrary, to the extent permitted by applicable Law (including applicable Environmental Law), from and after the Closing until the appropriate Governmental Body approves the transfer, or assignment, of the Seller Permits to Purchaser or any designee of Purchaser (such period, the "Permit Transition Period"), subject to Purchaser's compliance with this Section 8.8(b), the Seller grants Purchaser the right to conduct, at the sole cost and expense of Purchaser, mining operations as the designated operator under the Seller Permits. During the Permit Transition Period: (i) Seller and Purchaser shall use commercially reasonable efforts to keep such Seller Permits valid and in full force and effect, and comply with all Laws and Environmental Laws governing, and all conditions and requirements of, or pertaining to, any such Seller Permit (which shall include the performance of all actions required by applicable Law and Environmental Law and all conditions and requirements of the Seller Permits); and (ii) Purchaser shall be solely responsible (including all required remedial measures or abatement actions) for all Liabilities, incidents of violation, non-compliance, and similar occurrences related to the Seller Permits that arise from the actions or omissions of the Purchaser while operating under such Seller Permits during the Permit Transition Period. Seller shall have, and Purchaser shall grant, all reasonable rights of entry onto the Purchased Assets to the extent necessary for Seller to comply with this Section 8.8(b). Without limiting the foregoing, during the Permit Transition Period, Seller shall not knowingly take any action, or knowingly fail to take any action, that would result in the cancellation, termination, suspension or modification of any Seller Permit, in each case, without the prior written consent of Purchaser.

(c) *Notices of Violation*. In the event that either Purchaser or Seller receives a notice of any non-compliance with respect to any Seller Permit arising from events occurring following Closing, then it shall promptly give written notice of the noncompliance to other party and in any event within two (2) Business Days of receipt of such notice.

(d) *Reclamation Performance Bonds and Lease Bonds*. Section 8.8(d) of the Seller Disclosure Schedules sets forth a list of certain Reclamation Performance Bonds and Lease Bonds of Seller (the "Seller Bonds") and the amount of such Seller Bonds (the "Bond Amount"). As promptly as practicable after the date hereof, in the event a Seller Bond cannot be assigned to, and assumed by, Purchaser (each, a "Non-Assignable Bond"), Purchaser shall use commercially reasonable efforts to cause substitute reclamation performance bonds and collateral bonds relating to the applicable Seller Permits (other than Excluded Permits) and bonds relating to the applicable Real Property leases that are Purchased Contracts (collectively, the "Substitute Bonds"), each in

the applicable Bond Amount, to be issued with Purchaser or any designee of Purchaser as the principal to replace such Non-Assignable Bonds in their entirety and the Seller shall reimburse Purchaser for the aggregate amount of all cash collateral needed to be posted by Purchaser to secure such Substitute Bonds, not including bond premiums or brokerage fees associated therewith (the "Substitute Bond Amount"), in an aggregate amount up to, but not to exceed, One Million Dollars ($1,000,000), which such Substitute Bond Amount shall be deducted from, and shall reduce.

8.9 Employee Matters.

(a) *Business Employees; Transferred Employees*

(i) With respect to the Business Employees, prior to the Closing Date, Purchaser will, or will cause one of its Affiliates to, offer employment to a sufficient number of the Business Employees to avoid triggering any compliance obligations under the WARN Act, such employment to commence immediately following the Closing. Seller and its Affiliates will cooperate with and use their commercially reasonable efforts to assist Purchaser and its Affiliates in their efforts to secure the transition of Business Employees to Purchaser. Without limiting the generality of the foregoing, Seller and its Affiliates will provide all relevant information in their possession necessary to the hiring and transfer of the Transferred Employees (as defined below), including all relevant payroll, compensation, benefits participation and withholding tax information with respect to the Transferred Employees, including Forms W-2, Forms W-4, state withholding certificates, and records of year-to-date wages and tax withholdings; provided that Purchaser will not have access to personnel records of Seller the disclosure of which is prohibited by applicable Law. Seller (or its successor or designee) shall be responsible for issuing Forms W-2 to Transferred Employees for the portion of the calendar year during which they were employed by Seller, and Purchaser shall be responsible for issuing Forms W-2 for the portion of the calendar year during which Transferred Employees are employed by Purchaser. Business Employees who accept offers of employment from Purchaser or an Affiliate of Purchaser are referred to as the "Transferred Employees". Purchaser agrees to provide credit to the Transferred Employees for all periods of service with Seller and its Affiliates upon commencing their employment with Purchaser for purposes of vesting, eligibility for and calculation of benefits, vacation, paid time off and participation under any benefit plans maintained by Purchaser. For the avoidance of doubt, Seller shall remain responsible for all payroll tax liabilities (including the employer portions of FICA, FUTA, and state unemployment taxes) and income tax withholding obligations related to compensation paid by Seller to Transferred Employees for services performed prior to the Closing Date other than as excused or prohibited from being paid as a result of the Bankruptcy Code or the Bankruptcy Court; and Purchaser shall be responsible for all such tax liabilities related to compensation paid for services performed on or after the Closing Date.

(ii) Purchaser's employment of the Transferred Employees will be "at will" and may be terminated by Purchaser or any of its Affiliates at any time for any reason. Nothing in this Agreement will create any third-party rights in any Transferred Employees or any current or former employees or other service providers of Seller or any of its

Affiliate (or any beneficiaries or dependents of the foregoing) or in any other Person. Nothing contained herein will constitute an amendment to any Company Plan or in any other benefit plan of Seller, Purchaser or their Affiliates.

(iii) Seller shall be responsible for any notices required to be given under the WARN Act relating to any acts or omissions on or prior to the Closing Date. Purchaser shall be responsible for any notices required to be given under and shall otherwise comply with all Liabilities arising under the WARN Act relating to any acts or omissions after the Closing Date.

(b) *Murray Employees*. With respect to the Murray Assets, prior to the Closing Date, Purchaser shall set initial terms and conditions of employment, including, without limitation, wages, benefits, job duties and responsibilities and work assignment. Purchaser shall determine which Murray Employees, if any, to offer employment to, in its sole discretion. Only Murray Employees who are offered and accept such offers of employment with Purchaser based on the initial terms and conditions set by Purchaser and further then actually commence employment with Purchaser will become "Purchaser Murray Employees" after the Closing. Holdings and Seller shall terminate, or shall cause to be terminated, on or prior to the Closing Date, the employment of all Murray Employees who are offered and accept offers of employment with Purchaser pursuant to this Section 8.9(b). Notwithstanding the foregoing, nothing herein will, after the Closing Date, impose on Purchaser any obligation to retain any Purchaser Murray Employee in its employment for any amount of time or on any terms and conditions of employment. Except as described in the remaining sentences of this Section 8.9(b), the employment of each such Purchaser Murray Employee with Purchaser will commence immediately after the Closing Date. In the case of any individual who is offered employment by Purchaser and accepts such offer, but who is absent from active employment and receiving short-term disability or workers' compensation benefits, the employment of any such individual with Purchaser would commence upon his or her return to active work, and such individual would become a Purchaser Murray Employee as of such date. Except as otherwise required by Law, specified in this Agreement, or otherwise agreed in writing by Purchaser, Purchaser shall not be obligated to provide any severance, separation pay, post-employment payments or benefits, or other payments, rights or benefits, including any key employee retention payments, to any Murray Employee on account of any termination of such Murray Employee's employment on or before the Closing, and such payments, rights and/or benefits (if any) shall remain obligations of Holdings, Seller, and their respective Affiliates and subsidiaries.

(c) *Waiver of Applicable Restrictive Covenants*. Holdings and Seller hereby irrevocably waive, and agree not to enforce, and shall cause their respective Affiliates and subsidiaries to irrevocably waive and agree not to enforce, any and all non-solicitation, non-competition, no-hire, no-poach, or similar restrictive covenants or contractual provisions of any and all nature to the extent such provisions would prohibit, restrict, or penalize (i) Purchaser or its Affiliates from soliciting, hiring, or employing any Business Employee or Murray Employee as contemplated by this Section 8.9, or (ii) any such employee from accepting employment with, or providing services to, Purchaser or its Affiliates following the Closing.

8.10 Releases. Notwithstanding anything to the contrary contained herein, effective upon the Closing, (a) Purchaser (individually and on behalf of its Affiliates) hereby releases and

forever discharges Seller and its Affiliates and their respective successors and assigns and all of their respective Representatives (collectively, the "Seller Released Parties") from any and all actual or potential claims, causes of action, Legal Proceedings or Liabilities, of whatever kind or nature (including attorneys' fees and costs), in law (including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601 et seq., or other Laws relating to the environment or health and safety) or equity, known or unknown, suspected or unsuspected, now existing or hereafter arising, whether contractual, in tort or otherwise, which Purchaser or any of its Affiliates had, have, or may have in the future otherwise relating in any way to the Purchased Assets or the Assumed Liabilities; provided, however, that this release shall not apply to any claims related to Tax liabilities that constitute priority tax claims under Section 507(a)(8) of the Bankruptcy Code, and (b) Seller (individually and on behalf of its Affiliates) hereby releases and forever discharges Purchaser and each of its Affiliates and their respective successors and assigns and all of their respective Representatives (collectively, the "Purchaser Released Parties") from any and all actual or potential claims, causes of action, Legal Proceedings or Liabilities of whatever kind or nature (including attorneys' fees and costs), in law (including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601 et seq., or other Laws relating to the environment or health and safety) or equity, known or unknown, suspected or unsuspected, now existing or hereafter arising, whether contractual, in tort or otherwise, which Seller or any of its Affiliates thereof had, have, or may have in the future (1) to the extent that it relates to the Purchased Assets, the Business, or the operations of the Business prior to the Closing (other than the Assumed Liabilities) or (2) otherwise relating in any way to the Excluded Assets or the Excluded Liabilities; provided that (i) nothing in this Section 8.10 will constitute a release of any Person arising from conduct of such Person that is determined by a Final Order to have constituted Fraud, willful breach, knowing and intentional misrepresentation or criminal act by such Person, and (ii) nothing in this Agreement will be construed to release any Person from any of its contractual obligations under, or any breach of, this Agreement, the DIP Credit Agreement, or any of the other agreements contemplated by the DIP Facility or the Transactions, including its obligations in respect of the Purchased Assets, Assumed Liabilities, Excluded Assets, Excluded Liabilities, or the DIP Obligations, as the case may be, each of which will remain fully effective and enforceable from and after the Closing Date. Purchaser and Seller have been made aware of, and understand, the provisions of California Civil Code Section 1542 ("Section 1542"), which provides: **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."** Purchaser and Seller expressly, knowingly, and intentionally waive any and all rights, benefits, and protections of Section 1542 and of any other state or federal statute or common law principle limiting the scope of a general release.

8.11 Bulk Transfer Laws. Purchaser acknowledges that Seller will not comply with the provisions of any bulk transfer Laws of any jurisdiction in connection with the Transactions, and hereby waives all claims related to the non-compliance therewith.

8.12 Pre-Closing Actions; Eminent Domain; Casualty Loss. Prior to the Closing, Seller will take the actions set forth on Section 8.12 of the Seller Disclosure Schedules. Notwithstanding any provision of this Agreement to the contrary, if, before the Closing, all or any portion of the

Purchased Assets is (a) condemned or taken by eminent domain, or (b) damaged or destroyed by fire, flood or other casualty, Seller shall notify Purchaser promptly in writing of such fact and (i) in the case of condemnation or taking, Seller shall promptly assign the right to or pay, as the case may be, any proceeds thereof to Purchaser at the Closing, and (ii) in the case of fire, flood or other casualty, Seller shall promptly assign the insurance proceeds therefrom (or the right to such proceeds) to Purchaser at Closing (unless such proceeds have been used prior to Closing to repair such damage or destruction). Notwithstanding the foregoing, the provisions of this Section 8.12 shall not in any way modify Purchaser's other rights under this Agreement, including any applicable right to terminate the Agreement if any condemnation, taking, damage or other destruction resulted in a Seller Material Adverse Effect or otherwise cause the failure of any of Purchaser's conditions to Closing set forth in Article IX.

8.13 Removal of Talc. Following the Closing, Purchaser shall provide Seller, its Affiliates, and their respective Representatives with reasonable access to the Gouverneur Premises for a period of six (6) months following the Closing solely for the purposes of, at Seller's cost and expense: (i) removing all talc from the premises; (ii) cleaning the talc silos and any other storage areas containing talc, including, without limitation, areas used for the storage of core samples; and (iii) removing all related materials and debris other than the silos themselves (collectively, the "Remediation Activities"). Such reasonable access will be provided in accordance with the terms of the Reciprocal TSA, which shall provide that Seller shall indemnify Purchaser and its Affiliates for all physical damages caused by the Remediation Activities. During the period in which the Remediation Activities are being conducted, Purchaser shall not take any action to alter, demolish, or otherwise interfere with the talc silos and such storage areas in any manner that would materially impair or impede the Remediation Activities. Purchaser shall cooperate in good faith with Seller in connection with the Remediation Activities, including but not limited to facilitating reasonable physical access to the relevant areas and coordinating scheduling in a manner intended to minimize disruption to the parties' respective operations.

8.14 Replacement DIP Financing. Purchaser hereby commits to provide Seller a senior secured superpriority debtor-in-possession term loan facility on the terms set forth in Exhibit B attached hereto (the "Replacement DIP Commitment") pursuant to which Purchaser (or one or more Affiliates) will provide Seller financing in the aggregate principal amount of up to $20,000,000 for the period from the Effective Date to the Closing. From and after the funding of the initial amount under the Replacement DIP Commitment and the repayment in full of the existing DIP Obligations under the existing DIP Credit Agreement, the parties acknowledge and agree that the definitions of DIP Budget, DIP Credit Agreement, DIP Facility, DIP Lenders and DIP Obligations shall be automatically amended and replaced with the applicable terms for the debtor-in-possession financing provided pursuant to the Replacement DIP Commitment.

IX. CONDITIONS TO CLOSING

9.1 Conditions Precedent to Obligations of Purchaser. The obligation of Purchaser to consummate the Transactions is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser in whole or in part to the extent permitted by applicable Law):

(a) as of the Effective Date and as of the Closing, as if made as of such time (except for any such representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct as of such specific date), (i) each representation and warranty contained in Section 5.1, 5.2, 5.4, or 5.11 (disregarding all "materiality" or "Seller Material Adverse Effect" qualifications set forth therein) shall be true and correct in all material respects, and (ii) each other representation or warranty of Seller contained in this Agreement (disregarding all "materiality" or "Seller Material Adverse Effect" qualifications set forth therein) shall be true and correct, except where the failure of the representations and warranties to be true and correct, individually or in the aggregate, does not constitute a Seller Material Adverse Effect, and Purchaser shall have received a certificate signed by an authorized officer of Seller on behalf of Seller, dated as of the Closing Date, to the foregoing effect;

(b) Seller shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by them prior to or on the Closing Date, and Purchaser shall have received a certificate signed by an authorized officer of Seller on behalf of Seller, dated as of the Closing Date, to the foregoing effect;

(c) from the Effective Date until the Closing Date, there shall not have occurred a Seller Material Adverse Effect, and Purchaser shall have received a certificate signed by an authorized officer of Seller on behalf of Seller, dated as of the Closing Date, to the foregoing effect;

(d) all consents set forth on Section 9.1(d) of the Seller Disclosure Schedules shall have been obtained (the "Required Consents");

(e) the DIP Credit Agreement shall be in full force and effect;

(f) the Replacement DIP Order and Intercompany Settlement Order shall have been entered by the Bankruptcy Court;

(g) the Intercompany Settlement Assets shall have been transferred and assigned to the Seller, free and clear of all Liens and Liabilities;

(h) all Transfer Applications shall have been filed; and

(i) Seller shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 4.2.

9.2 Conditions Precedent to Obligations of Seller. The obligations of Seller to consummate the Transactions are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by Seller in whole or in part to the extent permitted by applicable Law):

(a) each of the representations and warranties of Purchaser contained in this Agreement (disregarding all "materiality" or "Purchaser Material Adverse Effect" qualifications set forth therein) shall be true and correct as of the Closing, as if made on the Closing Date (except for any such representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct as of such specific date), except where the failure of the representations and warranties to be true and correct, individually or in the

aggregate, does not constitute a Purchaser Material Adverse Effect, and Seller shall have received a certificate signed by an authorized officer of Purchaser on behalf of Purchaser, dated as of the Closing Date, to the foregoing effect;

(b) Purchaser shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by Purchaser prior to or on the Closing Date, and Seller shall have received a certificate signed by an authorized officer of Purchaser on behalf of Purchaser, dated as of the Closing Date, to the foregoing effect;

(c) Purchaser shall deliver a payoff letter, release letter or other similar document acknowledging the conversion of the Purchaser Financing Amount as consideration for the transfer of the Purchased Assets;

(d) Purchaser shall have delivered, or caused to be delivered, a writing acknowledging the conversion of the Purchaser Financing Amount and the satisfaction of the DIP Obligations; and

(e) Purchaser shall have delivered to Seller all of the items set forth in Section 4.3.

9.3 Conditions Precedent to Obligations of Purchaser and Seller. The respective obligations of Purchaser and Seller to consummate the Transactions are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Seller and Purchaser, jointly, in whole or in part to the extent permitted by applicable Law):

(a) there shall not be in effect any Order by a Governmental Body restraining, enjoining or otherwise prohibiting the consummation of the Transactions;

(b) the Bankruptcy Court shall have entered the Sale Order, and the Sale Order shall be a Final Order; and

(c) the Bankruptcy Court shall not have entered any order (i) appointing a trustee or examiner with respect to the Bankruptcy Case, (ii) converting the Bankruptcy Case to a case under Chapter 7 of the Bankruptcy Code, (iii) confirming a chapter 11 plan that is inconsistent with this Agreement or the Transactions, or (iv) dismissing the Bankruptcy Case.

9.4 Frustration of Closing Conditions. No Party may rely on the failure of any condition set forth in Section 9.1, 9.2 or 9.3, as the case may be, if such failure was caused by such Party's breach of any provision of this Agreement.

X. TAXES AND PRORATIONS

10.1 Transfer Taxes. All documentary, stamp, transfer (including real property transfer), mortgage recording, motor vehicle registration, sales, use, value added, excise and other similar non-income Taxes and all filing and recording fees (and any penalties and interest associated with such Taxes and fees) arising from or relating to the consummation of the Transactions as well as

the Intercompany Settlement (collectively, "Transfer Taxes") will be borne fifty percent (50%) by Purchaser (the "Buyer Transfer Taxes") and fifty percent (50%) by Seller, with each Party responsible for the Transfer Taxes imposed under the provisions of the Laws relating to such Transfer Taxes based on their respective share. Seller and Purchaser will consult and cooperate in timely preparing and making all filings, Tax Returns, reports and forms as may be required to comply with the provisions of the Laws relating to such Transfer Taxes and will cooperate and otherwise take commercially reasonable efforts to obtain any available refunds for or exemptions from such Transfer Taxes, including preparing exemption certificates and other instruments as are applicable to claim available exemptions from the payment of Transfer Taxes under applicable Law and executing and delivering such affidavits and forms as are reasonably requested by the other Party. Any refunds or credits obtained for Transfer Taxes shall be allocated between the Parties in proportion to their respective payment obligations for such Transfer Taxes.

10.2 Purchase Price Allocation. Purchaser and Seller shall as soon as practicable after the Closing work together in good faith to attempt to mutually agree on a statement allocating the Purchase Price (including any Assumed Liabilities and other amounts treated as purchase price for Federal income Tax purposes) among the Purchased Assets (the "Allocation Statement") which statement shall be prepared in accordance with Section 1060 of the Code, including with respect to the treatment of the assumption of any capital lease obligations. If the Parties both agree on the Allocation Statement within 90 days after the Closing (or such longer period as they may agree to in writing) or the Allocation Statement is finally determined by the Auditor as provided below, then Purchaser and Seller shall file all Tax Returns (including Form 8594) consistent with, and shall take no tax position inconsistent with, the Allocation Statement except in each case as otherwise required by a change in Law or pursuant to the good faith resolution of a Tax contest. If Purchaser and Seller are unable to mutually agree on the Allocation Statement within 90 days after the Closing (or such longer period as they may agree to in writing), then the Parties shall submit the dispute to the Auditor within 15 days. The Auditor shall determine the Allocation Statement within 30 days, and such determination shall be final and binding on the Parties. The fees and expenses of the Auditor shall be borne equally by Purchaser and Seller.

10.3 Prorations and other Costs. Subject to any restrictions under the Bankruptcy Code, all real and personal property taxes, utility expenses, and other similar and appropriate on-going expenses related to the Purchased Assets, shall be prorated between Seller, on one hand, and Purchaser, on the other hand, as of 11:59 p.m. on the day immediately preceding the Closing Date. Subject to any restrictions under the Bankruptcy Code, Seller shall be liable for the proportionate amount of such taxes and expenses attributable to the period through and including the Closing Date, and Purchaser shall be liable for the proportionate amount of such taxes and expenses attributable to the period after the Closing Date. Purchaser shall pay the full amount of any invoices received by it and shall submit a request for reimbursement to Seller for Seller's share of such expenses and Seller shall pay the full amount of any invoices received by it and Purchaser shall reimburse Seller for Purchaser's share of such expenses.

10.4 Cooperation and Audits. Purchaser and Seller will cooperate fully with each other regarding Tax matters to the extent commercially reasonable and will make available to the other Party as reasonably requested all information, records and documents relating to Taxes solely in respect of the Purchased Assets and the Business governed by this Agreement until the expiration

of the applicable statute of limitations or extension thereof or the conclusion of all audits, appeals or litigation with respect to such Taxes.

XI. GENERAL GOVERNING PROVISIONS

11.1 No Survival of Representations and Warranties. The Parties agree that the representations and warranties contained in this Agreement will not survive the Closing hereunder, and none of the Parties will have any Liability to each other after the Closing for any breach thereof. The Parties agree that the covenants contained in this Agreement to be performed at or after the Closing will survive the Closing hereunder until the expiration of the applicable statute of limitations or for such shorter period explicitly specified therein, and each Party will be liable to the other after the Closing for any breach thereof.

11.2 Expenses. Except as otherwise expressly provided in this Agreement, whether or not the Transactions are consummated, Seller, on the one hand, and Purchaser, on the other hand, will bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the Transactions and all Legal Proceedings incident thereto.

11.3 Injunctive Relief.

(a) The Parties agree that irreparable damages would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and that damages at law may be an inadequate remedy for the breach of any of the covenants, promises and agreements contained in this Agreement, and, accordingly, any Party will be entitled to injunctive relief to prevent any such breach, and to specifically enforce the terms and provisions of this Agreement, including specific performance of such covenants, promises or agreements or an Order enjoining a Party from any threatened, or from the continuation of any actual, breach of the covenants, promises or agreements contained in this Agreement. The rights set forth in this Section 11.3 will be in addition to any other rights which a Party may have at law or in equity pursuant to this Agreement.

(b) The Parties hereby agree not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement by Purchaser or Seller, as applicable, and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the respective covenants and obligations of Purchaser or Seller, as applicable, under this Agreement all in accordance with the terms of this Section 11.3.

11.4 Submission to Jurisdiction; Consent to Service of Process.

(a) Without limiting any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court will retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Transactions, and (ii) any and all Legal Proceedings related to the foregoing will be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court for such purposes and will receive notices at such locations as indicated in Section 11.8;

provided, however, that if the Bankruptcy Case has been closed pursuant to Section 350 of the Bankruptcy Code, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action in the United States District Court for the District of Delaware) and any appellate court from any thereof, for the resolution of any such claim or dispute. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each of the Parties hereby consents to process being served by any other Party in any Legal Proceeding by delivery of a copy thereof in accordance with the provisions of Section 11.8; provided, however, that such service will not be effective until the actual receipt thereof by the Party being served.

11.5 Waiver of Right to Trial by Jury. Each Party to this Agreement waives any right to trial by jury in any Legal Proceeding regarding this Agreement or any provision hereof.

11.6 Entire Agreement; Amendments and Waivers. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, will be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party of a breach of any provision of this Agreement will not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by Law.

11.7 Governing Law. This Agreement will be governed by and construed in accordance with federal bankruptcy Law, to the extent applicable, other federal law, where applicable, and, where state Law is implicated, the Laws of the State of Delaware applicable to contracts made and performed in such State.

11.8 Notices. All notices and other communications under this Agreement will be in writing and will be deemed given (a) when delivered personally by hand, (b) when sent by email (with written confirmation of transmission), or (c) one Business Day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses

and email addresses (or to such other address or email address as a Party may have specified by notice given to the other Party pursuant to this provision):

If to Seller, to:

Vanderbilt Minerals, LLC
33 Winfield Street
Norwalk, CT 06855
Attention: Jeff Brohel, General Counsel
Email: jbrohel@vanderbiltminerals.com

With copies (which will not constitute notice) to:
Latham & Watkins LLP
1271 Avenue of the Americas
New York, NY 10020
Attention: George Davis; Elizabeth Marks; Kimberly Posin; Jamie Wine; Jeffrey Bjork; Anu Yerramalli; Daniel Breslin
Email: george.davis@lw.com; betsy.marks@lw.com; kim.posin@lw.com; jamie.wine@lw.com; jeff.bjork@lw.com; anu.yerramalli@lw.com; daniel.breslin@lw.com

If to Purchaser, to:

Riverspan Partners LP
321 N Clark St, Ste 940
Chicago, IL 60654
Attention: John Gilligan; Dave Thomas
Email: john@riverspan.com; dave@riverspan.com

with copies (which will not constitute notice) to:
Milbank LLP
55 Hudson Yards
New York, NY 10001-2163
Attention: Evan Fleck; Jason Anderson
Email: efleck@milbank.com; jtanderson@milbank.com

11.9 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any Law or public policy, all other terms or provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

11.10 Assignment. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement will

create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement. No assignment of this Agreement or of any rights or obligations hereunder may be made by either Seller or Purchaser (by operation of law or otherwise) without the prior written consent of the other Party and any attempted assignment without the required consents will be void; provided, however, that (a) Purchaser may assign some or all of its rights or delegate some or all of its obligations hereunder to one or more Affiliates, (b) Seller may assign some or all of its rights or delegate some or all of its obligations hereunder to successor entities (including any liquidating trust) pursuant to a Chapter 11 plan confirmed by the Bankruptcy Court, in the case of each clause (a) and (b) without any other Party's consent, and (c) Purchaser may make a collateral assignment of all or part of its rights under this Agreement to any debt financing source of Purchaser (or to any assignee(s) or successors of any such financing sources, including in connection with any refinancing of such indebtedness) (provided that no such assignment will limit Purchaser's obligations hereunder) or to any Person or Persons that acquire all or substantially all of the assets or equity interests of Purchaser, or in connection with any acquisition, merger or consolidation involving Purchaser, or other disposition of all or substantially all of the Business. No assignment of any obligations hereunder will relieve any Party of any such obligations. Upon any such permitted assignment, the references in this Agreement to Seller or Purchaser will also apply to any such assignee unless the context otherwise requires.

11.11 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner, equityholder, manager, agent, attorney, Representative or Affiliate of the Parties or any of their Affiliates will have any Liability for any obligations or Liabilities of Seller or Purchaser, as applicable, under this Agreement or any agreement entered into in connection herewith of or for any claim based on, in respect of, or by reason of, the Transactions. Any claim or cause of action based upon, arising out of, or related to this Agreement or any agreement, document or instrument contemplated hereby may only be brought against Persons that are expressly named as Parties or thereto, and then only with respect to the specific obligations set forth herein or therein. Other than the Parties, no other party will have any Liability or obligation for any of the representations, warranties, covenants, agreements, obligations or Liabilities of any Party under this Agreement or the agreements, documents or instruments contemplated hereby or of or for any Legal Proceeding based on, in respect of, or by reason of, Transactions (including the breach, termination or failure to consummate such Transactions), in each case whether based on contract, tort, fraud, strict liability, other Laws or otherwise and whether by piercing the corporate veil, by a claim by or on behalf of a Party or another Person or otherwise. In no event will any Person be liable to another Person for any remote, speculative or punitive damages with respect to the Transactions.

11.12 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the Effective Date.

PURCHASER:

VM Buyer LLC

By: Riverspan Partners LP

By: _____
Name: John Gilligan
Title: Partner and Co-Founder

By: _____
Name: Dave Thomas
Title: Partner and Co-Founder

SELLER:

VANDERBILT MINERALS, LLC

By: _____
Name: Dean Vomero
Title: Chief Restructuring Officer

Exhibit A
Form of Sale Order

[Omitted]

Exhibit B
Replacement DIP Commitment Term Sheet

[Omitted]

Exhibit 2

Purchased Contracts and Cure Costs

[Attached]

Contracts

#	Counterparty	Counterparty Address	Contract Description	Vanderbilt Entity	Cure Amount
	Purchased Contracts				
1	A.E. Fleming Co.	6811 Miller Drive Warren, MI 48092	Distributor Agreement, dated June 1, 2009	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
2	A.S. Harrison & Co., Pty. Ltd. A.C.N. 000 030 437	75 Old Pittwater Road Brookvale NSW 2100 Australia	Exclusive Distribution Agreement, dated October 1, 1997	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00
3	A.S. Harrison & Co., Pty. Ltd. A.C.N. 000 030 437	75 Old Pittwater Road Brookvale NSW 2100 Australia	Exclusive Distribution Agreement, dated October 1, 1997	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00
4	Abner Hood, Inc.	P.O. Box 9211 Kansas City, MO 64168	"Marketing Arrangement" Letter, dated November 5, 1974	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
5	Abner Hood, Inc.; Abner Hood, Inc.	P.O. Box 9211 Kansas City, MO 64168	Distributer Agreement Letter, dated September 1, 1989; as amended by that certain Letter To: Abner Hood, Inc. From: R.T. Vanderbilt Company, Inc. Re: Rate Change on Products in our Distributor Agreement, dated June 18, 1990	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.); Vanderbilt Minerals, LLC	$0.00
6	AdChemFZE	Office No. 1308 SIT Tower Dubai Silicon Oasis Dubai United Arab Emirates	Exclusive Distribution Agreement, dated September 3, 2015	Vanderbilt Minerals, LLC	$0.00
7	Adikem SDN, BHD; Adikem SDN, BHD; Adikem SDN, BHD	Lot 2 & 4, Jalan PJS 11/5, Phase 5, Type B Light Industrial Estate Bandar Sunway Petaling Jaya Selangor 46150 Malaysia	Distribution Agreement, dated August 1, 1996; as amended by that certain Distributor Agreement Amendment, dated June 19, 2002; as amended by that certain Letter Agreement, dated November 16, 2012	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation); Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation); Vanderbilt Minerals, LLC (assigning agreement to Vanderbilt Chemicals, LLC)	$0.00
8	Agencias Generales S.A.	P.O. Box 321-1000 San Jose Costa Rica	Non-Exclusive Distribution Agreement, dated May 6, 2002	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00
9	Airmatic	284 THREE TUN ROAD MALVERN, PA 19355-3981	Letter dated March 28, 2024, From: Airmatic To: Vanderbilt Minerals, LLC, Re: Silo Cleaning Proposal Q030137	Vanderbilt Minerals, LLC	$0.00
10	Alberto Gironella S.A. de C.V. d/b/a Suan Farma	Monterrey No. 416-C Col. Del Valle Del. B. Juarez CP 03100 Apdo. 12-972 D.F. c.p. 03100 Mexico	Exclusive Distribution Agreement, dated October 14, 2011	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
11	Allround Cargo Handling B.V.	DRIEMANSSTEEWEG 560 ROTTERDAM 3084 CB Netherlands	Warehouse Agreement, dated January 1, 2013	Vanderbilt Minerals, LLC	$5,000.00
12	AT&T	6500 WEST LOOP S Bellaire, TX 77401	Pricing Schedule, dated July 28, 2022	Vanderbilt Minerals, LLC	$0.00
13	AT&T	6500 WEST LOOP S Bellaire, TX 77401	Universal Extension, dated April 9, 2025	Vanderbilt Minerals, LLC	$0.00
14	Barkley Solar, LLC as tenant	1519 King Street Charleston, SC 29405	Solar Energy System Ground Lease and Easement Agreement, dated September 24, 2024	Vanderbilt Minerals, LLC as landlord	$0.00
15	Berli Jucker Specialties Limited, Berli Jucker Public Company Limited	Berli Jucker House 99 Soi Rubia Sukhumvit 42 Road Phrakanong Klongtoey Thailand	Novation Agreement, dated June 1, 2010	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
16	Berli Jucker Specialties Ltd.	Berli Jucker House 99 Soi Rubia Sukhumvit 42 Road Phrakanong Klongtoey Thailand	Exclusive Distribution Agreement, dated April 25, 2003	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00

Contracts

#	Counterparty	Counterparty Address	Contract Description	Vanderbilt Entity	Cure Amount
17	Bonsomer KY	Italahdenkatu 18 A Helsinki 00210 Finland	Letter of Intent, dated September 1, 1988	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00
18	Bulldog Trucking & Grading, Inc.	305 Dixie Clay Rd Beech Island, SC 29816	Independent Contractor Hauling Agreement, dated March 15, 2024	Vanderbilt Minerals, LLC	$0.00
19	C. H. Erbslöh Polska Sp. Z.o.o.; C. H. Erbslöh Polska Sp. Z.o.o.	Nasielska str. 44 PL 04-342 Warsaw Poland	Exclusive Distribution Agreement, dated January 21, 2002; as amended by that certain Amendment 1 to Exclusive Distribution Agreement, dated October 1, 2003	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation); Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00
20	C.H. Erbslöh GmbH & Co. KG; C.H. Erbslöh GmbH & Co. KG; C.H. Erbslöh GmbH & Co. KG	Dusseldorfer Stralle 103 47809 Krefeld Germany	Agreement, dated July 1, 1983; as amended by that certain Modification, dated December 1, 2008; as amended by that certain Letter Agreement, dated dated November 10, 2009	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.); Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.); Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
21	C.H. Erbsloh Polska Sp. Z.o.o.; C.H. Erbsloh KG	Nasielska str. 44 PL 04-342 Warsaw Poland	Sales Representative Agreement, dated November 27, 2002; as amended by that certain Letter Amendment dated November 10, 2009, From: R.T. Vanderbilt Company, Inc., To: C.H. Erbsloh KG, Re: Correction and Amendment of Erbsloh/ Vanderbilt Modification Agreements	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation); Vanderbilt Minerals, LLC	$0.00
22	CAMSI-X S.R.L.	B. Cerretti818- 2°B B1846CED-Adrogue Buenos Aires Argentina	Exclusive Distribution Agreement, dated October 27, 2011	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
23	Cintas Corporation	6800 Cintas Blvd Mason, OH 45040	Standard Rental Service Agreement, dated July 8, 2025	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$1,000.00
24	Clearwater Solar, LLC as tenant	c/o Southern Current LLC 1519 King Street Charleston, SC 29405	Solar Energy System Ground Lease and Easement Agreement, dated December 4, 2018	Vanderbilt Minerals, LLC as landlord	$0.00
25	Comcast Cable Communications Management, LLC and its operating affiliates	Comcast Center 1701 John F. Kennedy Boulevard Philadelpia, PA 19103	Comcast Enterprise Services Master Services Agreement, dated June 21, 2022	Vanderbilt Minerals, LLC	$0.00
26	Cominter el Salvador, S.A. DE C.V.	Edificio Olympic Plaza Local #37 Col. Escalda San Salvador El Salvador	Sales Representative Agreement, dated January 3, 2002	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00
27	Commerce Ind. Chemical Co.	5611 West Woolworth Milwaukee, WI 53218	“Marketing Arrangement” Letter, dated November 5, 1974	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
28	Commerce Industrial Chemical Inc.	5611 West Woolworth Milwaukee, WI 53218	Distributer Agreement Letter, dated September 1, 1989	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
29	Commerce Industrial Chemical, Inc.	5611 West Woolworth Milwaukee, WI 53218	Distributor Agreement, dated September 1, 1989	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
30	Constellation NewEnergy, Inc.	1001 Louisiana St. Constellation Suite 2300 Houston, TX 77002	Electricity Supply Agreement - Fixed Price Solutions, dated February 5, 2026	Vanderbilt Minerals, LLC	per separate stipulation
31	Crooked Creek Hunting Club	6960 N. Turner Drive Kannapolis, NC 28081	Hunting Lease, dated August 1, 2025	Vanderbilt Minerals, LLC (as successor-by-merger to R.T. Vanderbilt Company, Inc., successor-by-merger to Standard Mineral Company, Inc.)	$0.00
32	Deeks & Company; Deeks & Company	1709 Blandwood Drive High Point, NC 27261	“Marketing Agreement” Letter, dated November 5, 1974; amended by that certain, Letter Continuation of Distributor Agreement, dated September 1, 1989	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.); Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
33	Dempsey Corporation; Dempsey Corporation	47 Davies Avenue Toronto Ontario M4M 2A9 Canada	Exclusive Distribution Agreement, dated May 1, 2017; as amended by that certain Amendment One to Exclusive Distribution Agreement, dated January 4, 2023	Vanderbilt Minerals, LLC; Vanderbilt Minerals, LLC	$0.00
34	DKSH Malaysia SDN BHD.	Wisma Texchem Lot 808 & 809 Jalan Subang 5 Subang Jaya Selangor 47610 Malaysia	Exclusive Distributor Agreement, dated September 30, 2009	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00

Contracts

#	Counterparty	Counterparty Address	Contract Description	Vanderbilt Entity	Cure Amount
35	DKSH Malaysia Sdn Bhd.	Wisma Texchem Lot 808 & 809 Jalan Subang 5 Subang Jaya Selangor 47610 Malaysia	Exclusive Sales Representative Agreement, dated September 30, 2009	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
36	DKSH Malaysia SDN BHD.	Wisma Texchem Lot 808 & 809 Jalan Subang 5 Subang Jaya Selangor 47610 Malaysia	Exclusive Sales Representative Agreement, dated September 30, 2009	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
37	Dowd & Guild.	14 Crow Canyon Ct. Suite 200 San Ramon, CA 94583-1668	Distributor Agreement, dated September 9, 2002	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
38	DPL Trading (S) PTE. LTD.	Blk. 163 Bukit Merah Central #03-3595 150163 Singapore	Exclusive Distribution Agreement, dated September 5, 2002	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00
39	Earls Solar, LLC as tenant	c/o Southern Current LLC 1519 King Street Charleston, SC 29405	Solar Energy System Ground Lease and Easement Agreement, dated December 4, 2018	Vanderbilt Minerals, LLC as landlord	$0.00
40	EICO Novachem Srl.	Via A. Lusardi 8 20122 Milano Italy	Letter To: EICO Novachem Srl. From: R.T. Vanderbilt Holding Company, Inc. Re: Updated Product Schedule, dated March 22, 2013	Vanderbilt Minerals, LLC, and Vanderbilt Chemicals, LLC	$0.00
41	EICO s.r.l.	Via A. Lusardi 8 20122 Milano Italy	Agreement, dated July 1, 1985	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00
42	Erteco Rubber & Plastics AB; Erteco Rubber & Plastics AB	Box 34074 S-100 26 Stockholm Sweden	Exclusive Distribution Agreement, dated Oct. 8 2002; as amended by that certain Letter Agreement, dated 10/8/02	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation); Vanderbilt Minerals, LLC (assigning agreement to Vanderbilt Chemicals, LLC)	$0.00
43	Farma International	9501 Old South Dixie Highway Miami, FL 33156	Non-Exclusive Distribution Agreement, dated August 2, 2002	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00
44	George C. Brandt Inc.	2975 LONG LAKE RD. ST. PAUL, MN 55113	Distributor Agreement, dated July 1, 2003	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
45	Georgia Waste Systems, LLC	1047 Highway Church Rd Elgin, SC 29045	83. WM Service Agreement, dated February 1, 2024	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Dixie Clay Co.)	$0.00
46	Gulf Coast Chemical Corp.	101 Wayne Place Tampa, FL 33619	“Marketing Arrangement” Letter, dated November 5, 1974	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
47	Gulf Coast Chemical Corporation; Gulf Coast Chemical Corporation	101 Wayne Place Tampa, FL 33619	Distributer Agreement Letter, dated September 1, 1989; as amended by that certain Letter To: Gulf Coast Chemical Corp From: R.T. Vanderbilt Company, Inc. Re: Rate Change on Products in our Distributor Agreement, dated June 18, 1990	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.); Vanderbilt Minerals, LLC	$0.00
48	H.M. Royal, Incorporated.	689 PENNINGTON AVENUE TRENTON, NJ 08600	“Marketing Arrangement” Letter, dated November 5, 1974	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
49	H.M. Royal, Incorporated.	689 PENNINGTON AVENUE TRENTON, NJ 08600	Distributer Agreement Letter, dated September 1, 1989	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
50	Harley Solar, LLC as tenant	c/o Southern Current LLC 1519 King Street Charleston, SC 29405	Solar Energy System Ground Lease and Easement Agreement, dated December 4, 2018	Vanderbilt Minerals, LLC as landlord	$0.00
51	Hirshberg Brothers & Co. Chemicals Ltd.; Hirshberg Brothers & Co. Chemicals Ltd.	18 Galgalai Haplada St. P.O. Box 400 Herzliya 46722 Israel	Sales Representative Agreement, dated April 15, 1993; as amended by that certain Sales Representative Agreement Amendment, dated June 19, 2002	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation); Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00

Contracts

#	Counterparty	Counterparty Address	Contract Description	Vanderbilt Entity	Cure Amount
52	Hirshberg Brothers & Co. Chemicals Ltd.; Hirshberg Brothers & Co. Ltd.	18 Galgalai Haplada St. P.O. Box 400 Herzliya 46722 Israel	Exclusive Distribution Agreement, dated April 15, 1993; as amended by that certain Distributor Agreement Amendment, dated June 19, 2002	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation); Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00
53	Ingersoll-Rand Industrial U.S., Inc.	525 Harbour Place Drive Suite 600 Davidson, NC 28036	PlannedCARE Agreement, dated October 10, 2022	Vanderbilt Minerals, LLC	$5,000.00
54	Interconn Resources, Inc.	200-A Soughtbridge Parkway Suite 330 Birmingham, AL 35209	Confirmation of Purchase of Natural Gas, dated June 25, 2009	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Dixie Clay)	$0.00
55	Ipiranga Comercial Química S.A.	Ventura Corporate Towers Av. República do Chile, 330 - Centro Rio de Janeiro RJ 20031-170 Brazil	Exclusive Distribution Agreement, dated January 1, 2002	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00
56	Jachts Chemical & Container Corp.	51 Route 23 South Riverdale, NJ 07457	Distributor Agreement Letter, dated December 21, 1994, From: R.T. Vanderbilt Company, Inc. To: Jachts Chemical & Container Corp. Re: New Distributor Agreement.	Vanderbilt Minerals, LLC	$0.00
57	Intentionally Deleted				
58	Keyser & Mackay N.V.; Keyser & Mackay	Leidsegracht 19 Amsterdam 1001 AR Netherlands	Sales Representation Agreement, dated January 29, 1988; as amended by that certain Modification, dated January 1, 2009	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.); Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.); Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
59	Keyser & Mackay; Keyser & Mackay	Leidsegracht 19 Amsterdam 1001 AR Netherlands	Distribution Agreement, dated January 29, 1988; as amended by that certain Modification of Distribution Agreement, dated January 1, 2009	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation); Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
60	Kohyei Trading Company.	Hanshin-Sankei Sakurabashi Bldg. 4-13, Umeda 2-Chome Kita-Ku Osake 530-0111 Japan	Non-Exclusive Distribution Agreement, dated October 10, 2002	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00
61	Laguna Clay Co.	14400 Lomitas Ave. City of Industry, CA 91746	Distributor Agreement Letter, dated December 29, 1993	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
62	Lake Chemicals & Minerals	Imex Business Centre Oxleasow Road East Moons Moat Redditch B98 ORE England	Exclusive Distribution Agreement, dated April 1, 2003	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00
63	Lake Chemicals & Minerals	Imex Business Centre Oxleasow Road East Moons Moat Redditch B98 ORE England	Sales Representative Agreement, dated February 14, 2003	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00
64	Lavollee Chimie; Lavollee Chimie; Lavollee SA (formerly Lavollee Chimie)	9 rue Louis Rouquier Levallois Paris 92300 France	Sales Representative Agreement, dated October 24, 2002; as amended by that certain Modification of Sales Representative Agreement, dated December 18, 2008; as amended by that certain Letter Amendment dated February 27, 2014, From: Vanderbilt Minerals, LLC, and Vanderbilt Chemicals, LLC, To: Lavollee SA Re: Amendment to the Sales Representative Agreement between Lavollee SA (formerly Lavollee Chimie) and R.T. Vanderbilt Holding Company, Inc., now doing business as Vanderbilt Minerals, LLC and Vanderbilt Chemicals, LLC (formerly R.T. Vanderbilt Company, Inc.)	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation); Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation); R.T. Vanderbilt Holding Company, Inc., now doing business as Vanderbilt Minerals, LLC and Vanderbilt Chemicals, LLC (formerly R.T. Vanderbilt Company, Inc.)	$0.00

Contracts

#	Counterparty	Counterparty Address	Contract Description	Vanderbilt Entity	Cure Amount
65	Lavollee Chimie; Lavollee Chimie; Lavollee SA; Lavollee, Part of SIDG	9 rue Louis Rouquier Levallois Paris 92300 France	Exclusive Distribution Agreement, dated October 24, 2002; Modification, dated December 18, 2008; Amendment, dated February 27, 2014; Assignment, dated April 8, 2025	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation); Vanderbilt Minerals, LLC; Vanderbilt Holding Company, Inc.; Vanderbilt Minerals, LLC, Vanderbilt Chemicals, LLC	$0.00
66	Marsh USA, LLC	445 South Street, Suite 210 Morristown, NJ 07962	Certificate of Liability Insurance (Alta Construction), dated April 11, 2025	Vanderbilt Minerals, LLC	$6,000.00
67	Marsh USA, LLC	445 South Street, Suite 210 Morristown, NJ 07962	Certificate of Liability Insurance (Seaway Rental), dated April 11, 2025	Vanderbilt Minerals, LLC	$3,000.00
68	Marsh USA, LLC	445 South Street, Suite 210 Morristown, NJ 07962	Certificate of Liability Insurance (Sunbelt Rentals), dated April 11, 2025	Vanderbilt Minerals, LLC	$5,000.00
69	Marsh USA, LLC	445 South Street, Suite 210 Morristown, NJ 07962	Evidence of Property Insurance (Driftech Inc), dated January 8, 2026	Vanderbilt Minerals, LLC	$45,000.00
70	Marsh USA, LLC	445 South Street, Suite 210 Morristown, NJ 07962	Evidence of Property Insurance (United Rentals), dated January 8, 2026	Vanderbilt Minerals, LLC	$2,000.00
71	Marsh USA, LLC	445 South Street, Suite 210 Morristown, NJ 07962	Evidence of Property Insurance, dated January 8, 2026	Vanderbilt Minerals, LLC	$0.00
72	McDowell Brothers Industries Inc.	2018 Kingsway Unit D Greater Sudbury ON P3B 4J8 Canada	Rental Agreement, dated April 14, 2025	Vanderbilt Minerals, LLC	$45,000.00
73	National Pigments & Chemicals, Inc.	10235 W. Little York Rd. Suite 111 Houston, TX 77040	Distributor Agreement Letter, dated March 6, 1991	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
74	Opterra Solutions	270 Bruner Road Lexington, SC 29072	Proposal #53862, dated November 7, 2025	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Dixie Clay Company)	$4,000.00
75	Otto Seidlitz Rep. CIA LTDA.	Robles 347 and 6 de Diciembre Quito 170150 Ecuador	Sales Representative Agreement, dated August 1, 2002	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00
76	P.T. Dwipar Loka Ayu	J1. Daan Mogot 119 Blok D-8 P.O. Box 1209/Jkb. Jakarta 11510 Indonesia	Exclusive Distribution Agreement, dated August 21, 2002	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00
77	P.T. Hutchins Co., Ltd.	10800 E. 14th Street Suite #2 Oakland, CA 946033	Distributer Agreement Letter, dated August 10, 1988	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
78	Parfusale AB; Parfusale AB	Dag Hammarskjoldsv 36A Box 822 Uppsala 751 08 Sweden	Exclusive Distributor Agreement, dated October 1, 1992; as amended by that certain Distributor Agreement Amendment, dated June 12, 2002	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation); Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00
79	Parfusale AB; Parfusale AB	Dag Hammarskjoldsv 36A Box 822 Uppsala 751 08 Sweden	Sales Representative Agreement, dated October 1, 1992; as amended by that certain Sales Representative Agreement Amendment, dated June 12, 2002	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation); Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00
80	Pioma Chemicals; Pioma Chemicals	Shop No. 7, Kamal Kunj Subhash Road Opp. United Ink Vile Parle (East) Bombay 400 057 India	Non-Exclusive Distribution Agreement, dated August 1, 1996; as amended by that certain Distributor Agreement Amendment, dated June 26, 2002	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation); Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00
81	Productos Quimicos Amster Ltd.	Cruz del Sur 133 - Of. 903 Las Condes Santiago Chile	Exclusive Distribution Agreement, dated January 1, 1998	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00
82	Productos Quimicos Amster Ltda; Productos Quimicos Amster Ltda	Cruz del Sur 133 - Of. 903 Las Condes Santiago Chile	Sales Representative Agreement, dated January 1, 1998; as amended by that certain Sales Representative Agreement Amendment, dated June 18, 2002	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation); Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00

Contracts

#	Counterparty	Counterparty Address	Contract Description	Vanderbilt Entity	Cure Amount
83	Promociones Y Asesorias Industriales, S.A. de C.V.; Promociones Y Asesorias Industriales, S.A. de C.V.; Promociones Y Asesorias Industriales, S.A. de C.V.; Promociones Y Asesorias Industriales, S.A. de C.V.; Proaindsa; Proainds	TOLEDO NO 37 COL.ALAMOS BENITO JUAREZ CD. DE MEXICO 03400 Mexico	Exclusive Distribution Agreement, dated October 15, 1993; as renewed by that certain Renewal Agreement, dated December 1, 1995; as amended by that certain Addendum to Exclusive Distribution Agreement, dated September 11, 1998; as renewed by that certain Renewal Agreement, dated December 1, 1998; as amended by that certain Distributor Agreement Amendment, dated June 4, 2002; as amended by that certain letter agreement, dated November 16, 2012	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation); Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation); Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation); Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation); Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation); Vanderbilt Minerals, LLC (assigning agreement to Vanderbilt Chemicals, LLC)	$0.00
84	Quimica Anders S.A.	Los Hilanderos 109 Urb. El Vulcano ATE Lima 3 Peru	Non-Exclusive Distribution Agreement, dated July 8, 2002	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00
85	Ricardo Molina S.A.; Ricardo Molina S.A.	19 Via Laietana Catalunya Barcelona 08003 Spain	Distribution Agreement, dated January 1, 1985; as amended by that certain Modification of Distribution Agreement, dated January 1, 2009	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation); Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
86	Ricardo Molina, S.A.; Ricardo Molina, S.A.	19 Via Laietana Catalunya Barcelona 08003 Spain	Sales Representative Agreement, dated June 1, 1985; as amended by that certain Modification, dated January 1, 2009	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation); Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
87	SBA Infrastructure (f/k/a Tower Ventures, LLC)	8051 Congress Avenue Boca Raton, FL 33487	Lease Agreement, dated June 30, 2006, as amended by that certain Amendment to Lease Agreement dated 2011	Vanderbilt Minerals, LLC (as successor-by-merger to R.T. Vanderbilt Company, successor-by-merger to Dixie Clay Co.)	$0.00
88	Sevchem, Ltd.	P.O. Box 612 Ellicott City, MD 21041	Distributer Agreement Letter, dated August 15, 1991	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
89	Shima Trading Co., Ltd.	12-14 Ginza 2-Chome Chuo-ku Tokyo 104-0061 Japan	Non-Exclusive Distribution Agreement, dated March 1, 2022	Vanderbilt Minerals, LLC	$0.00
90	Shine Team Global	10th Floor 137 Fu Shing South Road Sec. 1 Taipei Taiwan	Non-Exclusive Distribution Agreement, August 6, 2002	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00
91	Skye Equipment Rentals	5175 NC Hwy 49 S Asheboro, NC 27205	Skye Equipment Rental Agreement, dated December 9, 2025	Vanderbilt Minerals, LLC	$4,000.00
92	Sotera Health, LLC and certain affiliates including Sterigenics U.S. LLC; Sterigenics; Sterigenics; Sterigenics; Sterigenics	P.O. Box 735397 Chicago, IL 60673-5397	Processing Services Agreement (Food/Commercial) - US & Global, dated April 8, 2021; as amended by that certain Letter dated April 9, 2021 From: Sterigenics, To: Vanderbilt Chemicals, LLC, Re: Extension of Vanderbilt Minerals, LLC Processing Agreement & Gamma Schedule dated 2-9-16; as amended by that certain Letter dated April 21, 2021 From: Sterigenics, To: Vanderbilt Chemicals, LLC, Re: Extension of Vanderbilt Minerals, LLC Processing Agreement & Gamma Schedule dated 2-9-16; as amended by that certain Letter, dated November 7, 2022, From: Sterigenics, To: Vanderbilt Chemicals, LLC, Re: Addendum to Schedule A - Take or Pay language/volume commitment; as amended by that certain Letter, dated November 1, 2025, From: Sterigenics, To: Vanderbilt Minerals Corp., Re: 2026 price increases effective 1/1/2026	Vanderbilt Chemicals, LLC (Murray KY Division); Vanderbilt Chemicals, LLC; Vanderbilt Chemicals, LLC; Vanderbilt Chemicals, LLC; Vanderbilt Minerals Corp.	$0.00
93	South Carolina Electric & Gas Company; South Carolina Electric & Gas Company n/k/a Dominion Energy South Carolina (DESC)	108 Robert Smalls Parkway Beaufort, SC 29906	Contract for Electric Service, dated March 12, 2013; as amended by that certain First Amendment to Contract for Electric Service, dated September, 22, 2018	Vanderbilt Minerals, LLC; Vanderbilt Minerals, LLC	per separate stipulation

Contracts

#	Counterparty	Counterparty Address	Contract Description	Vanderbilt Entity	Cure Amount
94	The Cary Company	824 KEELER STREET BOONE, IA 50036	Distributor Agreement, dated September 1, 1989	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
95	The United Steelworkers International Union on behalf of its Local No. 00478	60 Blvd of the Allies Pittsburgh, PA 15222 ~~1965 Dixwell Avenue~~ ~~Hamden, CT 06514~~	Agreement, dated August 1, 2024	Vanderbilt Minerals, LLC – Dixie Clay Division, Bath, South Carolina	$0.00
96	TMC Materials Company	TMC Materials Company P.O. Box 1045 Northborough, MA 01532-1045	Distributor Agreement Letter, dated May 13, 1999	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
97	TMC Materials Company	TMC Materials Company P.O. Box 1045 Northborough, MA 01532-1045	Distributor Agreement, dated June 1, 1999	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.)	$0.00
98	Union Chemical Ind. Co. Ltd.	P.O. Box 59139 Room 703, Hsietsu Bldg. 47 Chung Shan North Rd. Sec. 3 Taipei Taiwan	Exclusive Distribution Agreement, dated May 30, 2002	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00
99	United Steel, paper and Forrestry Rubber Manufacturing Energy Allied Industrial and Service Workers international Union	60 Blvd of the Allies Pittsburgh, PA 15222	Agreement, dated February 1, 2025	Vanderbilt Mineral, LLC Gouverneur Mineral Division	$0.00
100	Ziko Ltd.	Shinwon Bldg, 1F, 1545-9 Seocho-Dong Seocho-Ku Seoul Korea	Exclusive Distribution Agreement, dated September 9, 2002	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00
101	Ziko Ltd.	Shinwon Bldg, 1F, 1545-9 Seocho-Dong Seocho-Ku Seoul Korea	Sales Representative Agreement, dated September 9, 2002	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00
102	Ziko Ltd; Ziko Trading Ltd	Shinwon Bldg, 1F, 1545-9 Seocho-Dong Seocho-Ku Seoul Korea	Sales Representative Agreement, dated April 1, 1991; as amended by that certain Letter, dated May 5, 1994, From: Vanderbilt Export Corporation, Vanderbilt World Trade Corporation, To: Ziko Trading Ltd., Re: Confirmation of terms and renewals of Distribution and Sales Rep Ageements dated April 1, 1991, as amended by that certain Renewal Agreement, dated March 31, 1995	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc.); Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00
103	Ziko Trading Ltd.; Ziko Trading Ltd.	Shinwon Bldg, 1F, 1545-9 Seocho-Dong Seocho-Ku Seoul Korea	Exclusive Distribution Agreement, dated April 1, 1991; as renewed by that certain Letter Agreement, dated May 5, 1994 ,	Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation); Vanderbilt Minerals, LLC (as successor-by-merger R.T. Vanderbilt Company, Inc., successor-by-merger to Vanderbilt Export Corporation and Vanderbilt World Trade Corporation)	$0.00

Contracts

#	Counterparty	Counterparty Address	Contract Description	Vanderbilt Entity	Cure Amount
104	Jungbunzlauer Inc.	95 Wells Avenue, Suit 150 Newton MA, 02459	20050876, dated October 31, 2025	Vanderbilt Minerals, LLC	per separate stipulation
105	Jungbunzlauer Austria AG	Opernring 1, 1010 WIEN, Austria	Contract Number 20050887, dated November 3, 2026	Vanderbilt Minerals, LLC	per separate stipulation
	Jungbunzlauer Inc.	95 Wells Avenue, Suit 150 Newton MA, 02459	Trade Agreement dated March 30, 2026	Vanderbilt Minerals, LLC	per separate stipulation
				TOTAL	**$125,000.00**

Exhibit B

Blackline

THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

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

ORDER~~:~~ (I) AUTHORIZING AND APPROVING THE SALE OF SUBSTANTIALLY ALL OF ~~DEBTOR'S~~DEBTOR'S ASSETS FREE AND ~~CLEAR~~ 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

Upon consideration 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~~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)*

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

Granting Related Relief, and (II)(A) Approving the Sale of the ~~*Debtor's*~~*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~~"~~") filed by Vanderbilt Minerals, LLC (the ~~"~~"Debtor~~")~~ ~~pursuant to, *inter alia*, sections 105(a), 363, and 365 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 6004 and 6006 of the Federal Rules of Bankruptcy (the "Bankruptcy Rules"), and Rules 6004-1 and 6004-3 of the Local Rules of the Court for the United States Bankruptcy Court for the Northern District of New York (the "Local Rules"), for entry of this order (this "Order"): (a) authorizing and approving the Debtor's entry into~~ **"); and this** *Court having entered 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"); and the** *Debtor having solicited bids in accordance with the bidding procedures attached as* ***Exhibit 1*** *to the Bidding Procedures Order (the* **"Bidding Procedures"); and after the Auction, the Debtor having determined that the highest or otherwise best offer for the Purchased Assets[3] was made by VM Buyer LLC, an affiliate of Riverspan Partners Fund I LP ("Riverspan") (together with its permitted assigns under the APA, the "Purchaser"), as**

[2] Unless otherwise specified herein, capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Bidding Procedures, Bidding Procedures Order, or the APA (as defined herein), as applicable.

[3] **For the avoidance of doubt, all references to the Purchased Assets herein include the Original Assets and the Settlement Assets.**

reflected in that certain Asset Purchase Agreement dated as of May [◆ ●], 2026, by and among Debtor and Purchaser, substantially in the form attached hereto as **Exhibit 1** (as amended, supplemented, or modified from time to time prior to entry of this Order) (the "APA") with Commodore Materials, LLC (the "Purchaser"); (b) authorizing and approving, and together with all other agreements entered into in connection with the Transactions under the APA, the ancillary documents to the APA, and all related transaction documents, the "APA"); and the Debtor having provided proper, timely, adequate, and constitutionally sufficient notice of, and a fair and reasonable opportunity to object and be heard with respect to, the transactions contemplated under the APA (collectively, the "Transactions"); and the Transactions being free and clear of all liens (as defined in section 101(5) of the Bankruptcy Code), and interests other than, claims, interests, and encumbrances, other than the Assumed Liabilities, Permitted Exceptions, and Transferred Exceptions expressly set forth in the APA; (c) authorizing and approving the assumption and assignment of the Assumed Liabilities and Purchased Contracts in connection therewith; and (d) granting related relief; and (collectively, the "Exceptions"); and the Purchaser not being a "successor" of the Debtor, its Affiliates, or the Debtor's estate in any respect; and

The Bankruptcy *Court having entered 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* dated _____, 2026

~~[Docket No. __] (the "Bidding Procedures Order"); and~~

~~The *Debtor having solicited bids in accordance with the bidding procedures attached as Exhibit 1 to the Bidding Procedures Order (the* "Bidding Procedures"); and~~

~~[To include summary of related filings regarding auction and declarations].~~

Upon further consideration of the *Supplemental Declaration of Eric Mendelsohn in Support of Sale Motion* [Docket No. 542] (the "Mendelsohn Sale Declaration"), which describes, among other things, the Debtor's prepetition and postpetition marketing process conducted by Greenhill & Co., LLC, including outreach to approximately 150 potential bidders, the receipt of three Qualified Bids by the April 24, 2026 Bid Deadline, the conduct of the Auction at the New York offices of Latham & Watkins LLP commencing on May 4, 2026, the participation of the Consultation Parties throughout the sale process, and the Debtor's selection, in consultation with the Consultation Parties, of the bid submitted by the Purchaser as the Successful Bid; and

Upon further consideration of 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 "Vomero Sale Declaration"), which describes, among other things, the Debtor's acute liquidity constraints, the prepetition marketing process, the consequences to the Debtor's stakeholders, employees, customers, and vendors if the Sale does not close, and the Debtor's view that a near-term sale to the Successful Bidder represents the best available path to maximize value for the estate and all stakeholders; and

The Debtor having conducted the Auction on May 4, 2026 at the New York offices of Latham & Watkins LLP in accordance with the Bidding Procedures, and having

designated VM Buyer LLC as the Successful Bidder for the Purchased Assets, and having filed the [*Notice of Successful Bidder and Backup Bidder with Respect to the Auction of the Debtor's Assets*] [Docket No. [●]] (the "Notice of Successful Bidder") reflecting the results of the Auction; and

The Debtor having further determined, in consultation with the Consultation Parties and in accordance with the Bidding Procedures, that the next highest or otherwise best Qualified Bid was submitted by Commodore Materials, LLC ("Commodore Materials"), and having designated Commodore Materials as the Backup Bidder (the "Backup Bidder") for the Purchased Assets, with Commodore Materials' bid (the "Backup Bid") to remain irrevocable in accordance with the Bidding Procedures and this Order; and

The Purchaser having filed the *Declaration of John Gilligan in Support of the Sale of Substantially All of the Debtor's Assets Under Section 363 of the Bankruptcy Code Pursuant to the Bidding Procedures* [Docket No. [●]] (the "Winning Bidder Declaration" together with the Mendelsohn Sale Declaration and the Vomero Sale Declaration, the "Sale Declarations"), which describes, among other things, the Purchaser's participation in the Auction, the negotiation and execution of the APA, the Purchaser's good faith in connection with the bidding process, Auction, and Sale, the absence of any insider or affiliate relationship between the Purchaser and the Debtor, the Purchaser's industry experience and financial wherewithal to consummate the Sale and to provide adequate assurance of future performance under the Purchased Contracts, and the Purchaser's intention to continue the Debtor's industrial minerals business as a going concern following closing; and

This Court having (i) ~~having~~ reviewed and considered (a) the Motion ~~and all relief related thereto, and (b) any objections thereto~~, (b) the Bidding Procedures Order, (c) the Bidding Procedures, (d) the APA, (e) the Sale Declarations, (f) the Notice of Successful Bidder, and (g) all objections raised to the Court in connection with any of the foregoing, and (ii) ~~having~~ heard statements of counsel and the evidence presented in support of the relief requested by the Debtor in the Motion at a hearing before this Court on ~~———~~May 7, 2026 (the ~~"~~"Sale Hearing~~"~~"); and this Court having jurisdiction over this matter; and the legal and factual bases set forth in the Motion and at the Sale Hearing establishing just cause for the relief granted herein; and after due deliberation thereon; and good and sufficient cause appearing therefor,

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[34]

Jurisdiction, ~~Final Order, and~~ Statutory Predicates, and Final Order

A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. This Court may enter a final order consistent with Article III of the United States Constitution.

B. The statutory predicates for the relief requested in the Motion are sections 105(a), 363, ~~and~~ 365 ~~of the Bankruptcy Code. Such relief is also warranted pursuant to~~, 503, and 507 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 4001, 6004, 6006, 9007, 9008, 9013, and 9014 of the Federal Rules of Bankruptcy (the "Bankruptcy

[34] The findings and conclusions set forth herein constitute this ~~Court's~~Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any findings of fact herein constitute conclusions of law, they are adopted as such. To the extent that any conclusions of law constitute findings of fact, they are adopted as such.

Rules ~~6004 and 6006 and the applicable~~"), and Rules 2002-1, 4001-1, 6004-1, 6004-3, and 9013-4 of the Local Rules of the Court for the United States Bankruptcy Court for the Northern District of New York (the "Local Rules").

C. This order (this "Order") constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of judgment as set forth herein. The Purchaser, being a good faith purchaser under section 363(m) of the Bankruptcy Code, may close the Transactions at any time after the entry of this Order.

Notice of the Sale and Auction

D. ~~Pursuant to the *Certificate*~~As evidenced by the *Certificates of Service* filed at Docket ~~No~~Nos. ~~—~~104, 303, and 525, actual written notice of the Motion, the ~~Sale~~ *Notice* ~~[Docket No. ___] and the Auction Notice [Docket No. ____] filed by the Debtor on [_____], 2026 was provided to the following parties~~*of Sale, Bidding Procedures, Auction, Sale Hearing and Other Deadlines Related Thereto* [Docket No. 251], the *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale of Substantially All Assets* [Docket No. 252] (the "Assumption and Assignment Notice"), the *Notice of Auction, Sale Hearing and Other Deadlines Related Thereto* [Docket No. 489], the Notice of Successful Bidder, the APA, the Bidding Procedures, the Auction, the Transactions being free and clear of all liens, claims, interests, and encumbrances, the Purchaser not being a "successor" of the Debtor in any respect, and the assumption and assignment of the Purchased Assets to the Purchaser was provided to all persons entitled to such notice (collectively, the ~~"~~"Notice Parties~~"~~"),

including the following parties: (a) the U.S. Trustee; (b) counsel to the ~~Purchaser~~**DIP Lender**; (c) all ~~parties~~**persons** known by the Debtor to assert a lien or encumbrance on any of the **Purchased** Assets; (d) all persons known or reasonably believed to have asserted an interest in or claim to any of the **Purchased** Assets; (e) all persons known or reasonably believed to have expressed an interest in acquiring all or a substantial portion of the **Purchased** Assets within the one (1) year period prior to the Petition Date; (f) the Office of the United States Attorney for the Northern District of New York; (g) the Internal Revenue Service and all state and local taxing authorities; (h) all counterparties to ~~any of~~ the Purchased Contracts; (i) all of the ~~Debtor's~~**Debtor's** other known creditors; (j) all parties to litigation with the Debtor, in accordance with the procedures approved by the Court in the *Order (I) Authorizing the Debtor to File a List of the Top Law Firms with Talc Claims Against the Debtor in Lieu of the List of 20 Largest Unsecured Creditors; (II) Approving Certain Notice Procedures for Talc Claimants; (III) Approving the Form and Manner of Case Commencement Notice; and (IV) Authorizing the Debtor to Redact Personally Identifiable Information* [Docket No. ~~[•]~~**42**]; (k) all parties that are, or may be, affected by the proposed Transactions ~~contemplated by the APA~~; and (l) all other parties that have filed a notice of appearance and demand for service of papers in this chapter 11 case as of the service date. In addition, pursuant to the ~~*Certificate of Service*~~***Affidavit of Publication of the Notice of Sale, Bidding Procedures, Auction, Sale Hearing and Other Deadlines Related Thereto*** filed at Docket No. ~~[•]~~**296**, publication notice was provided in *USA Today*, the Hartford *Courant*, the Gouverneur *Tribune Press* and *Pit & Quarry*. Furthermore, pursuant to the *Certificate of Service* filed at Docket No. ~~[•]~~**303**, the Assumption and Assignment Notice was served on the counterparties to all Purchased Contracts.

E. The notices described above were ~~good, sufficient, and appropriate under the~~

~~circumstances,~~proper, timely, adequate, and constitutionally sufficient notice of, and provided a fair and reasonable opportunity to object and be heard with respect to, the Transactions, and no other or further notice of the Motion, ~~Auction, Sale Hearing, the Transactions contemplated by the APA, or the assumption and assignment of the Assumed Liabilities and Purchased Contracts to the Purchaser is or shall be required.~~

~~E.~~ the Sale Notice, the Assumption and Assignment Notice, the Notice of Successful Bidder, the APA, the Bidding Procedures, the Auction, the Transactions being free and clear of all liens, claims, interests, and encumbrances other than the Exceptions, the Purchaser not being a "successor" of the Debtor, its Affiliates, or the Debtor's estate in any ~~The *Cure Cost for each Purchased Contract set forth on Exhibit 2 hereto (as may be modified in accordance with the terms of the APA and the Bidding Procedures Order) is sufficient to comply fully with the requirements of sections 365(b)(1)(A) and (B) of the Bankruptcy Code.*~~

~~F. The Bidding Procedures set forth in the Bidding Procedures Order were reasonable and fair to all interested persons and entities and established in good faith. The disclosures made by the Debtor concerning the Motion, the Auction, the APA, the Transactions contemplated by the APA, the assumption and assignment of the Assumed Liabilities and Purchased Contracts to the Purchaser, and Sale Hearing were good, complete, and adequate.~~

~~G. A reasonable opportunity to object and be heard with~~ respect ~~to the Transactions contemplated by the APA and the Motion and the relief requested therein (including,~~ or the assumption and assignment of the Assumed Liabilities and Purchased ~~Contracts~~Assets to the Purchaser ~~and any Cure Costs related thereto) has been afforded to all interested persons~~

~~and entities, including the Notice Parties~~is or shall be required.

~~Marketing Process~~

F. ~~H.~~ As demonstrated by (i) the *Declaration of Dean Vomero, Chief Restructuring Officer of Vanderbilt Minerals, LLC, in Support of First Day Motions of Debtor and Debtor in Possession* [Docket No. ~~[•~~3]~~] (the "First Day Declaration")~~, (ii) the *Declaration of Eric Mendelsohn in Support of Bidding Procedures ~~Motion~~ (the "Mendelsohn Declaration")and DIP Financing Motions* [Docket No. 18], (iii) the *Declaration of Dean Vomero in Support of Bidding Procedures ~~Motion~~ (the "Vomero Bidding Procedures Declaration" and, together with the First Day Declaration and the Mendelsohn Declaration, the "Declarations")and DIP Financing Motions* [Docket No. 19], (iv) the testimony and other evidence proffered or adduced at the ~~hearing~~hearings with respect to the approval of the bidding procedures held on ~~_____~~March 4 and March 18, 2026 (the ~~"~~"Bidding Procedures Hearing~~"~~") and at the Sale Hearing, and (v) the representations of counsel made on the record at the Bidding Procedures Hearing and the Sale Hearing, the Debtor and its advisors sufficiently marketed the ~~Debtor's assets (including the~~ Purchased Assets~~)~~ and conducted the marketing and sale process ~~as set forth in and~~ in accordance with the ~~Motion~~Bidding Procedures Order and the Bidding Procedures ~~Order~~. Based upon the record of these proceedings, all ~~creditors~~prospective purchasers and other parties in interest ~~and all prospective purchasers~~ have been afforded a reasonable and fair opportunity to bid for the ~~Debtor's assets (including the~~ Purchased Assets~~)~~ ~~and to object to Transactions contemplated under the APA~~.

Good Faith Purchaser; No Collusion

G. ~~I.~~ The APA was negotiated, proposed, and entered into by the Debtor and the Purchaser without collusion, in good faith and from ~~arm's-length~~arm's-length bargaining

positions.

~~J.~~ **The Debtor and Purchaser were each represented by separate and independent advisors throughout the negotiation of the APA. The Purchaser is a good-faith purchaser, and** ~~*Neither the Debtor nor the Purchaser has engaged in any conduct that would cause or permit the APA to be avoided under section 363(n) of the Bankruptcy Code. Specifically, neither the Purchaser nor its* **affiliates** *(as defined in section 101(2) of the Bankruptcy Code) have acted in a collusive manner with any person, and the Purchase Price was not controlled by any agreement among the bidders.*~~

~~K.~~ i~~The Purchaser is purchasing the Purchased Assets~~**s acting** in good faith w~~and is a good faith purchaser~~ithin the meaning of section 363(m) of the Bankruptcy Code, and, ~~is therefore~~ **as such, is** entitled to all of the protections afforded t~~by that provision. Furthermore, the Purchaser has otherwise~~**hereby with respect to all aspects of the Transactions, including in the event any portion of the Transactions or any portion of this Order is reversed or modified as the result of any appeal, and otherwise has** proceeded in good faith in all respects in connection with this proceeding in that, *inter alia*: (a) the Purchaser recognized that the Debtor was free to deal with any other party interested in acquiring a**ll or some of t**he Purchased Assets,~~;~~ (b) the Purchaser complied with the B~~provisions in the~~ idding Procedures Order ~~;~~a**nd Bidding Procedures,** (c) the Purchaser agreed to subject its bid to the competitive b~~bidding~~**id** procedures set forth in the Bidding Procedures Order ~~;~~ and B~~(d) all~~**idding Procedures, (d) the Purchaser in no way induced or caused the filing of this chapter 11 case by the Debtor, and (e) no common identity of directors or controlling stockholders exists between the Purchaser and the Debtor. The APA was not controlled by an agreement between potential bidders within the meaning of section 363(n) of the**

Bankruptcy Code. The Debtor was free to deal with any other party interested in acquiring all or some of the Purchased Assets. Neither the Debtor nor the Purchaser has engaged in any action or inaction that would cause or permit the APA or any of the Transactions to be avoided or subject to monetary damages under section 363(n) of the Bankruptcy Code, or that would prevent the application of section 363(m) of the Bankruptcy Code. The Purchaser has not acted in a collusive manner with any person or entity. All payments to be made by the Purchaser a**nd all agreements entered into by the Purchaser and the Debtor under the APA i**n connection with the Transactions h~~contemplated by the APA have been disclosed.~~**ave been adequately disclosed and are appropriate. The APA was not entered into, and the Transactions are not being consummated, fraudulently, for the purpose of escaping liability for any of the Debtor's debts, for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims, or for the purpose of hindering, delaying or defrauding creditors under laws of the United States, any state, territory, possession thereof or the District of Columbia, or any other applicable law, including the laws of jurisdictions outside the United States. Neither the Debtor nor the Purchaser has entered into the APA or is consummating the Transactions with any fraudulent or otherwise improper purpose.**

H. **The Backup Bid submitted by Commodore Materials was made in good faith and complied in all respects with the Bidding Procedures Order and the Bidding Procedures. Commodore Materials is a good-faith purchaser within the meaning of section 363(m) of the Bankruptcy Code with respect to the Backup Bid and, in the event the Backup Bid is consummated, will be entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code. Neither the Debtor nor Commodore Materials has**

engaged in any conduct that would cause or permit the Backup Bid to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code.

I. *Neither the Debtor nor the Purchaser has engaged in any conduct that would cause or permit the APA to be avoided under section 363(n) of the Bankruptcy Code. Specifically, neither the Purchaser nor its* **Affiliates** *(as defined in section 101(2) of the Bankruptcy Code) have acted in a collusive manner with any person, and the Purchase Price was not controlled by any agreement among the bidders.*

Highest and Best Offer, No Fraudulent Transfer, or Successor Liability

~~**L. The Debtor conducted a sale process in accordance with and has otherwise complied in all respects with the Bidding Procedures Order, as has the Purchaser. The sale process set forth in the Bidding Procedures Order afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Purchased Assets.**~~

J. ~~**M.**~~ The ~~**Qualified Bid to purchase the Purchased Assets made by the Purchaser, under the terms and conditions set forth in the APA, and the consideration provided by the Purchaser thereunder: (i)**~~**Purchaser's bid** was made in good faith and complied in all respects with the Bidding Procedures Order~~**:**~~**. Further, the consideration provided to the Debtor by Purchaser under the APA:** (~~**ii**~~**i**) is the highest or otherwise best offer obtained for the Purchased Assets and will provide a greater recovery for the ~~**Debtor's**~~**Debtor's** estate than would be provided by any other alternative; (~~**iii**~~**ii**) is for fair, adequate, and sufficient consideration that constitutes reasonably equivalent value (as those terms are defined in each of the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act and section 548 of the Bankruptcy Code) and fair consideration (under the

Bankruptcy Code and under the laws of the United States, any state, territory, possession thereof or the District of Columbia) for the Purchased Assets being conveyed to the Purchaser; (~~iv~~iii) is fair and reasonable; (~~v~~iv) is in the best interests of the ~~Debtor's~~Debtor's estate, the ~~Debtor's~~Debtor's creditors, and other parties in interest; and (~~vi~~v) would not have been made or given by the Purchaser absent the protections afforded to the Purchaser by the Bidding Procedures Order, the APA, the Bankruptcy Code, and this Order**, including, without limitation, that the sale of the Purchased Assets is free and clear of all liens, claims, interests, and encumbrances other than the Exceptions. A sale of the Purchased Assets other than a sale free and clear of all liens, claims, interests, and encumbrances other than the Exceptions would adversely impact the Debtor, its estates, and its creditors, and would yield substantially less value for the Purchased Assets and the Debtor's estates, with less certainty than provided by the Transactions. The total consideration to be provided under the APA reflects the Purchaser's reliance on this Order to provide it, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, with title to, and possession of, the Purchased Assets free and clear of all liens, claims, interests, and encumbrances other than the Exceptions**. No other person or entity or group of entities has offered to purchase the **Purchased** Assets for greater ~~economic~~ value to the ~~Debtor's~~Debtor's estate than the Purchaser. Approval of the Motion ~~and~~**,** the APA**,** and the consummation of the Transactions ~~contemplated by the APA~~ are in the best interests of the Debtor, its estate, creditors, and other parties in interest.

K. ~~N.~~ The ~~Debtor's~~Debtor's determination that the sale to the Purchaser, pursuant to the APA, provides the highest or otherwise best offer for the Purchased Assets, and the related decision to sell the Purchased Assets to the Purchaser, each constitutes a reasonable exercise of the ~~Debtor's~~Debtor's business judgment, and each is in the best interests of the Debtor, its

estate, creditors, and other parties in interest. The facts and circumstances stated in the Motion, the Sale Declarations, and in the record at the Sale Hearing demonstrate sound business reasons for consummating the ~~APA~~Transactions and for selling the Purchased Assets outside of a chapter 11 plan. It is a reasonable exercise of the ~~Debtor's~~Debtor's business judgment to execute, deliver, and consummate the APA and consummate the Transactions ~~contemplated by the APA~~, subject to this Order.

L. ~~O.~~ By consummating the Transactions ~~pursuant to the APA~~, the Purchaser is not a ~~mere~~ continuation or successor of the Debtor ~~or the Debtor's estate, and there is no continuity of enterprise or otherwise or common identity between the Purchaser and the Debtor. The Purchaser is not holding itself out as a continuation of the Debtor. The Purchaser is not a successor to the Debtor or the Debtor's~~, its Affiliates, or the Debtor's estate by reason of any theory of law or equity, ~~and~~there is no continuity of enterprise or common identity between the Purchaser and the Debtor, the Purchaser is not holding itself out as a continuation or successor of the Debtor, its Affiliates, or the Debtor's estate, and the Transactions do not amount to a consolidation, merger or de facto merger of the Purchaser and the Debtor or its estate. Neither the Purchaser ~~nor~~, any of its ~~affiliates or~~Affiliates, nor their respective predecessors, successors, assigns, members, partners, principals, directors, officers, or shareholders (or the equivalent thereof) (collectively, the "Purchaser Related Parties") shall assume or in any way be responsible for any obligation or liability of the Debtor (or any ~~affiliate~~Affiliate of the Debtor) or the ~~Debtor's~~Debtor's estate, except as expressly provided in the APA. The sale and transfer of the Purchased Assets to the Purchaser will not subject ~~the~~any Purchaser Related Party to any liability with respect to the operation of the ~~Debtor's~~Debtor's business prior to the Closing, or by reason of such transfer, except that, upon

the Closing, the Purchaser shall remain liable for the applicable Assumed Liabilities.

Method of Effecting Sale

M. ~~P.~~ The APA provides that the Purchaser shall acquire the Purchased Assets in exchange for (a) ~~a credit bid of any and all of the Purchaser's DIP Obligations in the amount of $[_____], consisting of principal, interest and fees arising under and pursuant to that certain DIP Credit Agreement dated _____, 2026, by and between the Debtor and Commodore Material Funding, LLC (the "Credit Bid Component"), (b)~~ the assumption of the Assumed Liabilities ~~and Purchased Contracts~~, including payment of the ~~Assumed~~ Cure Costs, and (~~c~~b) cash in an amount equal to ~~[_____]~~$64 million, as adjusted pursuant to Sections ~~3.1,~~ 3.3 and 3.4 of the APA, all as detailed in the ~~[~~APA and the Notice of Successful Bidder ~~or *Notice of Cancellation of Auction*] [Docket No. __] and [APA amendments, if any]~~.

Validity of Transfer

N. ~~Q.~~ Upon entry of this Order, the Debtor (i) has full corporate power and authority to execute and deliver the APA and all other documents contemplated thereby, (ii) has all corporate authority necessary to consummate the Transactions ~~contemplated by the APA~~, and (iii) has taken all corporate action necessary to authorize and approve the APA and the consummation of the Transactions ~~contemplated thereby~~. The ~~Debtor's~~Debtor's sale of the Purchased Assets has been duly and validly authorized by all necessary corporate action. No consents or approvals, other than those expressly provided for in the APA, are required for the Debtor to consummate the Transactions ~~contemplated by the APA~~.

O. ~~R.~~ The APA was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state,

territory, possession thereof, or the District of Columbia. Neither the Debtor nor the Purchaser ~~are~~is entering into the Transactions ~~contemplated by the APA~~ fraudulently for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims.

P. **The APA, the Transactions, and the Intercompany Settlement constitute an integrated, interdependent, and inseverable transaction, and each component thereof is a material and essential element of the overall transaction. The Debtor and the Purchaser would not have entered into the APA and would not consummate the Transactions absent approval and consummation of the Intercompany Settlement pursuant to a Final Order.**

Section 363(f) is Satisfied

Q. ~~S.~~ The **Purchased** Assets ~~of the Debtor~~ constitute property of the ~~Debtor's~~**Debtor's** estate, and good title is vested in the ~~Debtor's~~**Debtor's** estate within the meaning of section 541(a) of the Bankruptcy Code. In accordance with section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets ~~and Purchased Contracts~~ to the Purchaser will be, as of the Closing Date, a legal, valid, and effective transfer of the Purchased Assets ~~and the Purchased Contracts~~, which transfer vests or will vest the Purchaser with all right, title, and interest of the Debtor to the Purchased Assets ~~and the Purchased Contracts~~ free and clear of~~: (a) all liens (as defined in section 101(37) of the Bankruptcy Code), interests, and encumbrances (other than Permitted Exceptions and Transferred Exceptions) accruing or arising any time prior to the Closing Date (collectively, "Liens"); and (b) all claims (as that term is~~ **Liens and any other liens (including, without limitation, any statutory lien on real and personal property, and any and all "liens" as that term is defined and used in the Bankruptcy Code, including section 101(37) thereof), any "claim" (as** defined in section 101(5) of the Bankruptcy

Code), liabilities, ~~obligations, demands, guaranties, options, rights, contractual commitments, restrictions, interests and matters of any kind and nature, whether arising prior to or subsequent to the commencement of this chapter 11 case, and whether imposed by agreement, understanding, law, equity, or otherwise (collectively, "Claims"), including, without limitation, rights with respect to Claims and Liens, (i) that purport to give to any party a right of setoff or~~**debts, interests, rights, and encumbrances relating to, accruing, or arising any time prior to the Closing Date, including, without limitation, the following: all mortgages, restrictions (including, without limitation, any restriction on the use, voting rights, transfer rights, claims for receipt of income or other exercise of any attributes of ownership), hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, sublicenses, options, deeds of trust, security interests, equity interests, other interests, conditional sale rights or other title retention agreements, pledges, judgments, demands, rights of first refusal, consent rights, offsets, contract rights, rights of setoff,** recoupment ~~against, or a~~**rights,** right **of** or option to effect any forfeiture, modification, profit-sharing interest, ~~right of first refusal, purchase~~**purchase,** or repurchase ~~right or option, or termination of, any of the Debtor's or the Purchaser's interests in the Purchased Assets, or any similar rights, (ii) in respect of taxes, restrictions, rights of first refusal, charges of interests of any kind or nature, if any, including, without limitation, any restriction of use, voting, transfer, receipt of income, or other exercise of any attributes of ownership, (iii) in respect of the following: (1) any labor or employment agreements, (2) any pension, welfare, compensation, or other employee benefits plans, agreements, practices, and programs, including, without limitation, any pension plan of or related to the Debtor or any of the~~

~~Debtor's affiliates or predecessors or any current or former employees of the foregoing, or the termination of any of the foregoing, (3) any employee, workers' compensation, occupational disease, or unemployment or temporary disability related law,~~ **, rights of recovery, reimbursement rights, contribution claims, indemnity rights, exoneration rights, product liability claims, alter-ego claims, veil piercing claims, any claims arising under the** *common law doctrine of de facto merger or successor-in-interest theory, or any other theory of or related to successor liability, relating to, accruing, or arising any time prior to the Closing Date*, **antitrust claims, fraudulent transfer claims (including, without limitation, claims** *under the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, section 548 of the Bankruptcy Code, or otherwise*) **environmental rights and claims (including, without limitation, toxic tort claims), labor rights and claims, employment rights and claims (**including, without limitation, claims that arise under or pursuant to the Worker Adjustment and Retraining Notification Act of 1988, as amended, the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, the Employee Retirement Income Security Act of 1974, as amended, Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, the National Labor Relations Acts, the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, the Americans with Disabilities Act of 1990, state and local discrimination laws, state and local unemployment compensation laws or any other similar state and local laws, state workers~~'~~' compensation laws, or any other state, local, or federal employee benefit laws, regulations or rules, or other state, local, or federal laws, regulations or rules relating to, wages, benefits, employment, or termination of employment with the Debtor or any predecessors~~; (c) any antitrust laws; (d) all mortgages, deeds of trust, and~~

~~security interests; (e) Liens or Claims arising under any environmental laws with respect to the business, or assets owned or operated by the Debtor or any corporate predecessor at any time prior to the Closing Date; (f) any~~), pension rights and claims, claims under bulk sales or similar law~~; (g) any~~, tax ~~statutes or ordinances,~~ claims (including, without limitation, those claims arising under the Internal Revenue Code of 1986, as amended~~; (h) any theory of fraudulent transfer~~ *~~under the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, section 548 of the Bankruptcy Code, or otherwise~~*~~; and (i) any~~ *~~common law doctrine of de facto merger or successor in interest theory, or any other theory of or related to successor liability, relating to, accruing, or arising any time prior to the Closing Date~~* ~~(all such Liens, Claims, and any other interests in the Assets of any kind or nature whatsoever, collectively, "Encumbrances"), with the exception of the Assumed Liabilities, Purchased Contracts, Permitted Exceptions, and Transferred Exceptions. For the avoidance of doubt, the sale of the Purchased Assets and the Purchased Contracts to the Purchaser shall be free and clear of all legal or equitable, matured or unmatured~~), regulatory violations asserted by any governmental entity, decrees of any court or foreign or domestic governmental or quasigovernmental entity, charges of any kind or nature, debts arising in any way in connection with any agreements, acts, or failures to act, reclamation claims, obligation claims, demands, guaranties, option rights or claims, rights, contractual or other commitment rights and claims against the Debtor or the Purchased Assets, including, without limitation, all Excluded Liabilities, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or ~~noncontingent~~non-contingent,

liquidated or unliquidated, ~~Liens and Claims,~~ **matured or unmatured, material or non-material, disputed or undisputed, senior or subordinated, whether arising prior or subsequent to the commencement of this chapter 11 case, whether known or unknown, whether fixed or contingent, whether anticipated or unanticipated, whether yet accrued or not, and** whether imposed by agreement, understanding, law, equity~~,~~ or otherwise~~,~~ ~~including any Liens and Claims subject to Legal Proceedings.~~

arising under or out of, in connection with, or in any way related to Talc Liabilities,[5] the Debtor, the Debtor's interests in the Purchased Assets, the Debtor's operation of the Business before the Closing Date, or the transfer of the Debtor's interests in the Purchased Assets to Purchaser, (collectively, and excluding the Exceptions, the "Encumbrances")~~Section 363(f) is Satisfied~~

~~T. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full; therefore, the Debtor may sell the Purchased Assets free and clear of any and all Encumbrances, other than Permitted Exceptions and Transferred Exceptions.~~

~~U. *The Purchaser would not have entered into the APA and would not consummate the Transactions* contemplated thereby *if the sale of the Purchased Assets to the Purchaser were not free and clear of any and all Encumbrances*, other than Permitted Exceptions and~~

[5] **"Talc Liabilities" mean, as against the Debtor or its Affiliates, (a) any current or future Liability (i) held by any Person alleging injury to natural person(s), wrongful death, or similar claim arising out of or in any way relating to the presence of, or exposure to, talc, talc-containing products or any byproducts or alleged components of the foregoing (including asbestos) prior to the Closing, or (ii) held by any Person alleging damage to property arising out of or in any way relating to the alleged presence of asbestos contained in talc incorporated in a finished product prior to the Closing, and (b) any current or future claim for contribution, reimbursement, subrogation, or indemnity (as those terms are defined by applicable Law), whether contractual or implied by applicable Law, arising out of or in any way relating to any Liability contemplated by the immediately preceding clause (a) of this definition.**

~~Transferred Exceptions. Unless otherwise expressly included in the Assumed Liabilities or Permitted Exceptions, the Purchaser is not responsible for any Encumbrances.~~

~~V. The Debtor may sell the Purchased Assets free and clear of all Encumbrances against the Debtor, its estate, or any of the Purchased Assets, other than Permitted Exceptions and Transferred Exceptions~~, because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code ~~has~~**have** been satisfied. Specifically, holders of Encumbrances **in, on, or** against the Debtor**, its Affiliates, its estate, or the Purchased Assets** could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of their interests, within the meaning of section 363(f)(5). In addition, holders of Encumbrances **in, on, or** against the Debtor, its **Affiliates, its** estate, or ~~any of~~ the Purchased Assets who did not object, or who withdrew their objections, to the Motion or the Transactions ~~contemplated by the APA~~ are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.

R. **The recitation, in the immediately preceding paragraph of this Order, of specific agreements, plans or statutes is not intended, and shall not be construed, to limit the generality of the categories of liabilities, debts, commitments or obligations referred to as "Encumbrances" therein.**

S. *The Purchaser would not have entered into the APA and would not consummate the Transactions if the sale of the Purchased Assets to the Purchaser were not free and clear of any and all Encumbrances*. **The Purchaser is not responsible for any Encumbrances.**

Assumption and Assignment of Contracts and Leases

T. ~~W.~~ The assumption and assignment of the Purchased Contracts is integral to the APA, is in the best interests of the Debtor and its estate, and represents a valid and reasonable

exercise of the ~~Debtor's~~Debtor's sound business judgment.

U. ~~X.~~ In accordance with the APA, the Purchaser shall: (i) to the extent necessary, pay all Cure Costs with respect to the Purchased Contracts, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code and (ii) satisfy and perform all of the Liabilities related to each ~~of the~~ Purchased ~~Contracts~~Contract when the same are due thereunder~~; provided, however, to the extent that the Cure Costs exceed $1,000,000.00, the Purchase Price shall be reduced in an amount equal to the extent to which the Cure Costs exceed $1,000,000.00~~. The Purchaser has provided sufficient evidence to constitute adequate assurance of future performance within the meaning of section 365 of the Bankruptcy Code.

V. ~~Y. Any objections to the assumption and assignment of any of the Purchased Contracts to the Purchaser are hereby overruled. Any objections to the Cure Costs are resolved as set forth herein~~**Except as provided in a separate stipulation filed with the Court, the** *Cure Cost for each Purchased Contract set forth on* ***Exhibit 2*** *hereto (as may be modified in accordance with the terms of the APA and the Bidding Procedures Order) is sufficient to comply fully with the requirements of sections 365(b)(1)(A) and (B) of the Bankruptcy Code*. Each counterparty to the Purchased Contracts has had a reasonable opportunity to object to the Cure Costs and to the assumption and assignment to the Purchaser of the applicable Purchased Contracts. ~~*To the extent that any counterparty failed to timely object to its Cure Cost, such counterparty is deemed to have consented to such Cure Cost and the assignment of its respective Purchased Contract*~~ **to the Purchaser.**

Compelling Circumstances for an Immediate Sale; Business ~~Judgement~~Judgment and Best Interests

W. ~~Z.~~ The Debtor has articulated good, sufficient, and sound business purposes and justifications for approval of the Transactions ~~contemplated by the APA~~. The relief requested in

the Motion is in the best interests of the Debtor, its estate, its creditors and other parties in interest, and constitutes a reasonable exercise of the ~~Debtor's~~Debtor's sound business judgment. The Debtor has demonstrated both (i) good, sufficient, and sound business purposes and justifications and (ii) compelling circumstances for the Transactions ~~contemplated by the APA~~ other than in the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code before, and outside of, a chapter 11 plan, in that, among other things, the immediate consummation of the Transactions ~~contemplated by the APA to the Purchaser~~ is necessary and appropriate to maximize the value of the ~~Debtor's~~Debtor's estate.

~~AA. To maximize the value of the Purchased Assets and preserve the viability of the business to which the Purchased Assets relate, it is essential that the Transactions contemplated by the APA occur within the time constraints set forth in the APA. Time is of the essence in consummating the Transactions contemplated by the APA.~~

X. **Time is of the essence in consummating the Transactions. Based on the record of the Sale Hearing, and for the reasons stated on the record at the Sale Hearing and the Sale Declarations, the Transactions must be consummated as soon as possible following entry of this Order to maximize the value of the Purchased Assets and preserve the viability of the business to which the Purchased Assets relate.**

Y. ~~BB.~~ Given all of the circumstances of this chapter 11 case and the adequacy and fair value of the Purchase Price under the APA, **consummation of** the Transactions ~~contemplated by the APA are~~is in the best interest of the ~~Debtor's~~Debtor's estate, constitutes a reasonable and sound exercise of the ~~Debtor's~~Debtor's business judgment, and should be approved.

Z. ~~CC.~~ The Transactions ~~contemplated by the APA~~ do not constitute a de facto or

sub rosa plan of reorganization or liquidation because ~~it does~~they do not propose to (i) impair or restructure existing debt of, or equity interests in, the Debtor, (ii) impair or circumvent voting rights with respect to any current or future chapter 11 plan proposed by the Debtor, (iii) circumvent chapter 11 safeguards, including those set forth in sections 1125 and 1129 of the Bankruptcy Code, or (iv) classify claims or equity interests, compromise controversies, or extend debt maturities.

AA. ~~DD.~~ Nothing in the APA creates any third-party beneficiary rights in any entity not a party to the APA.

BB. ~~EE.~~ The consummation of the Transactions ~~contemplated by the APA~~ and the assumption and assignment of the Purchased Contracts is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), and 365 of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Transactions ~~contemplated by the APA~~.

IT IS HEREBY ORDERED THAT:

1. **Relief Granted.** The relief requested in the Motion is hereby **GRANTED** in its entirety, and the Transactions ~~contemplated by the APA contemplated thereby are APPROVED.~~are hereby APPROVED in their entirety. The failure to include specifically any particular provision of the APA in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of this Court that the APA, and all of its provisions and the payments and transactions provided for therein shall be authorized and approved in their entirety. Likewise, all of the provisions of this Order are non-severable and mutually dependent.

2. **Objections Overruled.** All objections and responses to the Motion, entry of this Order, or the relief granted herein (including with respect to the assumption and assignment of the Purchased Contracts to the Purchaser, the amount of Cure Costs, and all reservation of rights included ~~therein~~in this Order) that have not been withdrawn, waived, settled, or otherwise resolved, are hereby **DENIED AND OVERRULED ON THE MERITS WITH PREJUDICE**. All persons and entities given notice of the Motion that failed to object timely thereto are deemed to consent to the relief granted herein, including for purposes of sections 363(f)(2), 365(c)(1), and 365(e)(2) of the Bankruptcy Code.

~~3. Notice. Notice of the Motion, the APA, the Transactions, and the assumption and assignment of the Assumed Liabilities and Purchased Contracts (including proposed Cure Costs related thereto), the Auction, the [*Notice of Successful Bidder* or *Notice of Cancellation of Auction*], the Sale Hearing and the Transactions contemplated by the APA was fair and equitable under the circumstances and complied in all respects with the Bidding Procedures (as modified herein), sections 102(1), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9006, and 9007.~~

3. ~~4.~~ **Approval.** The APA and all of the terms and conditions thereof are hereby approved and authorized in all respects. Pursuant to sections 363(b) and (f) of the Bankruptcy Code, the Debtor is authorized and empowered to take any and all actions necessary or appropriate to (i) consummate the Transactions ~~contemplated by the APA,~~ pursuant to and in accordance with the terms and conditions of the APA, (ii) close the ~~Transaction~~Transactions as contemplated in the APA and this Order, and (iii) execute and deliver, perform under, consummate, implement, and close fully the APA, including the assumption and assignment to the Purchaser of the Assumed Liabilities and Purchased ~~Contracts~~Assets, together with all

additional instruments and documents that may be reasonably necessary or desirable to implement the APA and the Transactions ~~contemplated by the APA~~.

4. ~~5.~~ **Binding.** This Order and the APA shall be binding in all respects upon: (i) the Debtor and its respective ~~affiliates~~Affiliates, successors and assigns, its estate, and its creditors; (ii) the Purchaser, and its respective ~~affiliates,~~Affiliates, successors, and assigns, and (iii) any affected third parties, including, but not limited to, all holders of Encumbrances in, ~~against, or on all or any portion of the Assets (whether known or unknown, contingent or non-contingent, liquidation or unliquidated, choate or inchoate)~~on, or against the Debtor, its Affiliates, its estate, or the Purchased Assets, all counterparties to any Purchased Contracts ~~pursuant to the APA~~, and any trustee, examiners, liquidating trusts, liquidating trustees, or other fiduciaries appointed in this chapter 11 case or upon a conversion of the ~~Debtor's~~Debtor's chapter 11 case to a case under chapter 7 of the Bankruptcy Code, including a chapter 7 trustee~~; and the~~. The APA shall not be subject to rejection or avoidance under any circumstances. If any order under section 1112 of the Bankruptcy Code is entered, such order shall provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that this Order and the rights granted to the Purchaser shall remain effective and shall remain binding as set forth above, notwithstanding any subsequent dismissal, conversion, or appointment of any trustee(s) under any chapter of the Bankruptcy Code.

5. ~~6.~~ **Good Faith Purchaser.** The Purchaser is a good faith purchaser of the Purchased Assets and is hereby granted and is entitled to all of the protections provided to a good faith purchaser under section 363(m) and 364(e) of the Bankruptcy Code. ~~Pursuant~~Further, pursuant to section 363(m) of the Bankruptcy Code, if any or all of the provisions of this Order are hereafter reversed, modified, or vacated by a subsequent order of the Court or any other

court, such reversal, modification, or vacatur shall not affect the validity and enforceability of any sale, transfer, or assignment under the APA or obligation or right granted pursuant to the terms of this Order (unless stayed pending appeal prior to the Closing Date), and notwithstanding any reversal, modification, or vacatur, any sale, transfer, or assignment shall be governed in all respects by the original provisions of this Order**, the APA,** and the ~~APA (and the other~~ Transactions contemplated thereunder~~)~~, as the case may be.

6. Backup Bidder. The Backup Bidder is hereby approved, and the Backup Bid submitted by Commodore Materials, on the terms of such bid as stated at the Auction, is hereby approved and authorized. The Backup Bid shall remain binding pursuant to the terms of the Bidding Procedures. In the event the Purchaser fails to close the Transactions and the APA is terminated as a result of the Purchaser's breach or failure to perform (the date of such termination, the "Backup Bidder Date"), Commodore Materials shall be deemed to have the new prevailing bid, and the Debtor shall be authorized, without further order of this Court, to consummate the Transactions with Commodore Materials on the terms and conditions of the Backup Bid as reflected in an asset purchase agreement substantially in the form of the APA, as the same may be amended to reflect the terms of the Backup Bid and pursuant to terms and conditions of an asset purchase agreement negotiated in good faith by the parties in conformance with the Backup Bid (the "Backup Bidder APA"); *provided* that neither the Debtor nor the Purchaser has previously terminated the APA in accordance with its terms other than as a result of the Purchaser's breach or failure to perform. Within one (1) business day of the Backup Bidder Date, the Debtor shall file with the Court a notice advising that the APA has not been consummated and that Commodore Materials has been deemed to have the new prevailing bid. In the

event the Debtor consummates the Transactions with Commodore Materials, all references to the "Purchaser" and the "APA" in this Order shall be deemed to refer to Commodore Materials and the Backup Bidder APA, respectively, and all of the terms, findings, protections, authorizations, and other provisions of this Order (including, without limitation, the good-faith purchaser protections under section 363(m), the free and clear and successor liability provisions, the assumption and assignment authorizations, and the injunctions and releases set forth herein) shall apply to Commodore Materials and the Backup Bidder APA with the same force and effect as if originally entered with respect to Commodore Materials and the Backup Bidder APA.

7. **Section 363(n).** Neither the Debtor nor the Purchaser has engaged in any conduct that would cause or permit the APA to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code. Accordingly, the APA and the Transactions shall not be avoidable under section 363(n) of the Bankruptcy Code, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) or any other section of the Bankruptcy Code in respect of the APA or the Transactions.

8. **Debtor Authorization.** Upon the Closing, the Debtor shall be, and hereby is, authorized, empowered, and directed, pursuant to sections 105, 363(b), 363(f) and 365 of the Bankruptcy Code, to sell, transfer and assign the ~~Debtor's~~Debtor's right, title, and interest in the Purchased Assets to the Purchaser, and such transfer shall constitute a legal, valid, binding, and effective transfer of such Purchased Assets and shall vest the Purchaser with title to the Purchased Assets and, upon the ~~Debtor's~~Debtor's receipt of the Purchase Price~~, other than the Assumed Liabilities, Permitted Exceptions, and Transferred Exceptions~~, shall be free and clear of all Encumbrances, including, without limitation, fraudulent transfer liability and

successor or successor-in-interest liability and claims in respect of the Excluded Liabilities. Upon the Closing, the Purchaser shall take title to and possession of the Purchased Assets subject only to the ~~Assumed Liabilities, Permitted Exceptions, and Transferred~~ Exceptions.

9. **Conditions Precedent.** The Debtor and the Purchaser shall have no obligation to proceed with the Closing until all conditions precedent to their obligations to proceed have been met, satisfied, or validly waived in accordance with the terms of the APA.

10. **Self-Executing.** The provisions of this Order authorizing the Transactions ~~contemplated by the APA~~ and assignment of the Purchased Assets free and clear of any ~~Liens, Claims, and other~~ Encumbrances ~~(other than Permitted Exceptions and Transferred Exceptions)~~ shall be self-executing, and the Debtor and the Purchaser shall not be required to execute or file releases, termination, statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order.

11. **Valid Agreement.** On the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the ~~Debtor's~~**Debtor's** interests in the Purchased Assets. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the Transactions ~~contemplated by the APA~~.

12. Direction to Creditors. On the Closing Date, each of the Debtor's *creditors is authorized and directed to execute such documents and take all other actions as may be* **necessary to release any Encumbrances in the Purchased Assets, if any, as such Encumbrances may otherwise exist. If any person or entity that has filed financing statements, mortgages, mechanics liens, *lis pendens* or other documents, instruments,**

notices or agreements evidencing any Encumbrance in, on, or against the Debtor, its Affiliates, its estate, or the Purchased Assets shall not have delivered to the Debtor before the Closing, in proper form for filing and executed by the appropriate parties, termination statements, releases or instruments of satisfaction that the person or entity has with respect to the Purchased Assets, then with regard to the Purchased Assets, (a) the Debtor and Purchaser are authorized to execute and file such termination statements, releases, instruments of satisfaction or other documents on behalf of the person or entity with respect to the Purchased Assets and (b) the Debtor and Purchaser are authorized to file, register or otherwise record a certified copy of this Order which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Encumbrances in, on, or against the Debtor, its Affiliates, its estate, or the Purchased Assets. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, local, tribal, or foreign government agency, department, or office.

~~**12. Certified Copy.** *A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any Liens and other Encumbrances of record with respect to the Assumed Liabilities, Permitted Liens, or Permitted Exceptions.*~~

~~**13. Surrender of *Purchased Assets.*** *All persons or entities, presently or on or after the Closing Date, in possession or control of some or all of the Purchased Assets shall surrender possession or control of such Purchased Assets to the Purchaser or its assignee on the Closing Date or at such time thereafter as the Purchaser may request.*~~

13. ~~**14. Release Encumbrances. This**~~**Direction to Recording Officers. Except as**

expressly set forth in the APA, this Order ~~is and~~**(i)** shall be effective as a determination that, ~~on~~**as of** the Closing ~~Date~~, all Encumbrances ~~of any kind or nature whatsoever existing as to the Purchased Assets prior to the Closing Date, whether known or unknown, now existing or hereafter arising, asserted or unasserted, mature or inchoate, contingent or non-contingent, liquidated or unliquidated, material or non-material, disputed or undisputed, and whether imposed by agreement, understanding, law, or equity, other than the Assumed Liabilities, Permitted Exceptions, and Transferred Exceptions, including any Encumbrances subject to Legal Proceedings shall~~ have been unconditionally released, discharged~~,~~ and terminated~~, and that the conveyances described herein have been effected. On the Closing Date, each of the Debtor's~~ *~~creditors is authorized and directed to execute such documents and take all other actions as may be~~* ~~reasonably necessary and requested by the Debtor or the Purchaser to release its respective Encumbrance(s) on~~ **as to the Debtor, its Affiliates, its estate, and** the Purchased Assets, ~~if any, as such Encumbrance may have been recorded or may otherwise exist. This Order and the APA shall~~**and that the conveyances and transfers described herein and in the APA have been effected, and (ii) is and shall be binding upon and** govern the acts of all ~~such federal, state, and local governmental agencies and departments~~**Persons**, including ~~any~~**all** filing agents, filing officers, title agents, ~~recording agencies,~~**title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments,** secretaries of state, **federal, state, county and local officials** and all other ~~persons and entities~~**Persons** who may be required by operation of law, the duties of their office, or contract, to accept, file, register~~,~~ or otherwise record or release any documents or instruments~~, and each such entity is hereby~~ **that reflect that Purchaser is the assignee and owner of the Debtor's right, title and interest in the**

Purchased Assets, free and clear of all Encumbrances, or who may be required to report or insure any title or state of title in or to any lease (all such entities being referred to as "Recording Officers"). All Recording Officers are authorized and directed to ~~**accept this Order for recordation as conclusive evidence of the free, clear, and unencumbered transfer of title to**~~**strike recorded Encumbrances in, on, or against the Debtor, its Affiliates, its estate, or** the Purchased Assets ~~**conveyed to the Purchaser, including all Real Property, pursuant to the APA.**~~**recorded prior to the date of this Order**. *A certified copy of this Order may be filed with the appropriate* **Recording Officers to evidence cancellation of any recorded Encumbrances in, on, or against the Debtor, its Affiliates, its estate, or the Purchased Assets recorded prior to the date of this Order. All Recording Officers are hereby authorized to accept for filing any and all of the documents and instruments necessary, advisable or appropriate to consummate the Transactions.**

~~**15. *Injunction.***~~ ~~*On the Closing Date, all persons and entities, to the extent allowed by law, are forever prohibited, estopped and permanently enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against the Purchaser, its respective successors and assigns, or the Purchased Assets, based upon or with respect to any*~~ ~~**Lien or other Encumbrance of which the Transactions contemplated by the APA is**~~ ~~*free and clear under the terms of this Order.*~~

14. **Direction to Surrender *Purchased Assets.*** *All persons or entities, presently or on or after the Closing Date, in possession or control of some or all of the Purchased Assets shall surrender possession or control of such Purchased Assets to the Purchaser or its assignee on the Closing Date or at such time thereafter as the Purchaser may request.*

15. ~~16.~~ **Licenses and Permits.** ~~To~~**Except as set forth in paragraph 49 of this Order with respect to Federal Interests, to** the maximum extent permitted under applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtor with respect to the Purchased Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Purchaser with respect to the Purchased Assets as of the Closing Date. To the extent the Purchaser cannot operate under any such license, permit, registration, and governmental authorization or approval in accordance with the previous sentence, then to the maximum extent permitted under applicable law, such licenses, permits, registrations, and governmental authorizations and approvals shall be in effect while the Purchaser, with assistance from the Debtor, works promptly and diligently to apply for and secure all necessary government approvals for new issuance of such licenses, permits, registrations, and governmental authorizations and approvals to the Purchaser. **The Debtor is authorized and directed to assist Purchaser in applying for and securing the governmental approvals described in the immediately foregoing sentence.**

16. ~~17. Section 525.~~ To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Purchased Assets on account of the filing or pendency of this chapter 11 case or the consummation of the Transactions ~~contemplated by the APA~~.

17. **Talc Removal. The Debtor and its Affiliates and their respective Representatives are hereby granted reasonable access to the Gouverneur Premises for a period of six (6) months following the Closing, solely for purposes of (i) removing all talc**

from the premises; (ii) cleaning the talc silos and any other storage areas containing talc, including, without limitation, areas used for the storage of core samples; and (iii) removing all related materials and debris other than the silos themselves (the "Remediation Activities"), in each case at the Debtor's cost and expense and on terms reasonably satisfactory to the Purchaser.

18. Transfer of Title and Interests. All of the Debtor's right, title and interest in the Purchased Assets that are to be acquired by Purchaser under the APA shall be, as of the Closing Date and upon the occurrence of the Closing, transferred to and vested in Purchaser pursuant to the terms of the APA (unless a different timing is so specified in the APA). Upon the occurrence of the Closing (or such other time as is specified in the APA), this Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Debtor's right, title and interest in the Purchased Assets to Purchaser pursuant to the APA. As set forth in, and solely to the extent provided by, Section 2.1(b)(xiv) of the APA, the Avoidance Actions between the Debtor, on the one hand, and any non-Affiliate third party that, as of the Petition Date, had a commercial relationship with the Business (as defined in the APA), on the other hand, are hereby assigned and transferred to the Purchaser. For the avoidance of doubt, all other Avoidance Actions not expressly included in Section 2.1(b)(xiv) of the APA constitute Excluded Assets and are retained by the Debtor's estate. *The Debtor is hereby authorized in accordance with sections 105(a) and 365 of the Bankruptcy Code to assume and assign to the Purchaser, effective upon the Closing, the Purchased Contracts*.

19. ~~**18.**~~ **Consideration.** The consideration provided by the Purchaser to the Debtor pursuant to the APA and DIP Credit Agreement constitutes substantial, reasonably equivalent

value, and fair consideration under, and the Transactions ~~contemplated by the APA~~ shall not constitute a fraudulent transfer or fraudulent conveyance under, the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transfer Act, the Uniform Fraudulent Conveyance Act, or under the laws of the United States, any state, territory, possession, or the District of Columbia.

20. Good Faith Deposit. Pursuant to Section 3.6 of the APA, Purchaser has deposited a sum of $6,400,000 (the "Deposit Amount") with the Escrow Agent, which will be held in escrow, and the Debtor and Purchaser shall cause the Deposit Amount to be distributed as follows: (a) if the Closing occurs, the Deposit Amount will be applied towards the Cash Amount payable by Purchaser pursuant to Section 3.3 of the APA, (b) if the APA is terminated pursuant to Section 4.4(d) of the APA, then the Deposit Amount shall be released to Debtor and (c) if the APA is terminated for any other reason other than pursuant to Section 4.4(d) of the APA, then the Deposit Amount will be promptly returned to Purchaser.

21. No Alteration of the DIP Lender's Claims or Liens.[6] Nothing in the APA or this Order shall be deemed to amend, modify, or limit the rights (including, without limitation, the liens, security interests, or superpriority claims) of the DIP Lender (which, for the avoidance of doubt, is the same entity as the Purchaser) pursuant to the DIP Orders or the Loan Documents, or in respect of the DIP Obligations or the liens, security interests, or superpriority claims of the DIP Lender, until the Closing Date, at which point upon

[6] **Capitalized terms used in this paragraph but not otherwise defined shall have the meanings ascribed to such terms in the DIP Credit Agreement or the *Interim Order (I) Authorizing the Debtor to (A) Obtain Postpetition Financing and (B) Grant Liens and Superpriority Administrative Expense Claims to the DIP Lender; (II) Modifying the Automatic Stay; and (III) Granting Related Relief* [Docket No. [•]], as applicable.**

receipt by the DIP Lender of cash in the amount sufficient to pay the DIP Obligations in full, any such liens, security interests, and superpriority claims of the DIP Lender shall be deemed satisfied in full and/or released.

~~**19. Avoidance Actions. As set forth in the APA, all Avoidance Actions are hereby assigned and transferred to the Purchaser.**~~

~~**20. Purchased Contracts**. *The Debtor is hereby authorized in accordance with sections 105(a) and 365 of the Bankruptcy Code to* **(a)** *assume and assign to the Purchaser, effective upon the Closing, the Purchased Contracts* **and (b) execute and deliver to the Purchaser such documents or other instruments as the Purchaser deems necessary to assign and transfer the Assumed Liabilities, Permitted Exceptions, or the Transferred Exceptions to the Purchaser.**~~

22. ~~**21.**~~ **Assumption and Assignment.** With respect to the Purchased Contracts: (a) each Purchased ~~**Contracts**~~**Contract** is an executory contract or unexpired lease under section 365 of the Bankruptcy Code, (b) the Debtor may assume each Purchased Contract in accordance with section 365 of the Bankruptcy Code, (c) the Debtor may assign each Purchased Contract in accordance with sections 363 and 365 of the Bankruptcy Code, and **(d)** any provisions in any Purchased Contract that prohibits or conditions the assignment of such Purchased Contract or allows the party to such Purchased Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Purchased Contract, **including without any limitation any "change of control" or similar type provision,** constitutes unenforceable anti-assignment provisions that are void and of no force and effect with respect to the Transactions ~~**contemplated by the APA**~~ and approved hereby, (~~**d**~~**e**) all other requirements and conditions under sections 363 and 365 of the Bankruptcy

Code for the assumption by the Debtor and assignment to the Purchaser of each Purchased Contract have been satisfied, (~~e~~f) the Purchased Contracts shall be transferred and assigned to, and following the Closing shall remain in full force and effect for the benefit of, the Purchaser, notwithstanding any provision in any such Purchased Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, and the Debtor shall be relieved from any further liability with respect to the Purchased Contracts after such assignment to and assumption by the Purchaser~~:~~, and (~~f~~g) upon Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested in all right, title, and interest of each Purchased ~~Contracts~~Contract.

23. ~~22.~~ No Defaults ~~Cured~~Exist. All defaults or other obligations of the Debtor under the Purchased Contracts arising or accruing prior to the Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be cured by the Purchaser and the Debtor in accordance with the APA at the Closing or as soon thereafter as practicable by payment of the Cure Costs. Upon the Debtor's *assignment of the Purchased Contracts to the Purchaser under the provisions of this Order and the payment of any Cure Costs, no default shall exist under any Purchased Contracts, and no counterparty shall be permitted (a) to declare a default by the Purchaser under such Purchased Contract on account of any pre-Closing obligations under such Purchased Contract, or (b) otherwise take action against the Purchaser as a result of the* Debtor's *financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Purchased Contract. Each non-Debtor party to a Purchased Contract hereby is also forever barred, estopped, and permanently enjoined from (i) asserting against the Debtor or the Purchaser, or*

the property of any of them, any default or claim arising out of any indemnity obligation or warranties for acts or occurrences arising or to or existing as of the Closing, or, against the Purchaser, any counterclaim, defense, setoff, or any other claim asserted or assertable against the Debtor, or (ii) imposing or charging against the Purchaser or its **Affiliates** *any rent accelerations, assignment fees, increases, or any other fees as a result of the* **Debtor's** *assumption and assignment to the Purchaser of the Purchased Contracts.*

24. ~~**23.**~~ **Cure Costs.** The Cure Costs identified on **Exhibit 2** to this Order reflect the sole amounts necessary under section 365(b) of the Bankruptcy Code to cure all monetary defaults under the Purchased Contracts, and no other amounts are or shall be due in connection with the assumption by the Debtor and the assignment to the Purchaser of the Purchased Contracts. ~~**There are no other Purchased Contracts that the Debtor seeks to assume and assign**~~ **The Purchaser and the Debtor may mutually agree to defer any resolution or proceeding regarding a disputed Cure Cost to a date following the Sale Hearing, and the Closing may occur notwithstanding the existence of any such unresolved disputed Cure Cost, with the Debtor reserving sufficient funds (or such other reserve as the Purchaser and the Debtor may mutually agree) to satisfy any such disputed Cure Cost as and when finally determined by this Court or by agreement of the parties.** *To the extent that any counterparty failed to timely object to its Cure Cost, such counterparty is deemed to have consented to such Cure Cost and the assignment of its respective Purchased Contract* to the Purchaser ~~**at this time**~~.

25. ~~**24.**~~ **Adequate Assurance.** The Purchaser has provided adequate assurance of its future performance under the relevant Purchased Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code (including section 365(b)(3) of the

Bankruptcy Code to the extent applicable). All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtor and assignment to the Purchaser of the Purchased Contracts have been satisfied.

26. Amendments to Purchased Contracts. To the extent Purchaser seeks to add additional Contracts as Purchased Contracts or identifies Purchased Contracts that have not been included in the Assumption and Assignment Notice (the "Additional Contracts"), Purchaser shall notify the Debtor of its request by no later than the Closing Date. In the event Purchaser seeks such assignment of Additional Contracts, the Debtor shall promptly file with the Bankruptcy Court and serve on each non-Debtor counterparty to such Additional Contracts a supplemental Assumption and Assignment Notice. The Additional Contract counterparty shall have until 4:00 p.m. Eastern Time on the date that is fourteen (14) days from the date of service of such supplemental Assumption and Assignment Notice to file and serve any objection to the assumption and assignment of the Additional Contract and proposed Cure Cost, if any. If no objection is timely filed and served, such Additional Contract shall be deemed a Purchased Contract, the payment of the proposed Cure Cost (or such other amount or terms may be agreed between the Debtor, Purchaser and the non-Debtor counterparty), if any, shall be authorized, and the assumption by the Debtor and assignment to Purchaser of such Purchased Contract shall be hereby approved pursuant to this Order.

27. ~~**25. Amend Assumption and Assignment. The Debtor and the Purchaser may further amend the Assumption Notice to add additional contracts as Purchased Contracts or remove an executory contract or unexpired lease from the Assumption Notice or revise a Cure Cost prior to the Closing, and the Debtor shall file and serve a notice reflecting such**~~

~~changes, if any, on an expedited basis on such counterparty.~~ In addition, at any time ~~during the period~~ from the date the Court enters the Bidding Procedures Order through the ~~date that is forty-five (45) days after the Closing~~**Designation Deadline (as defined in the APA), and thereafter solely as and to the extent permitted by Section 2.6(d) of the APA**, the Purchaser may, in its sole discretion, designate any contract **of the Debtor** as an assumed and assigned contract or a rejected contract by providing written notice **to** the Debtor (the "Designation Notice") ~~to the Debtor~~. Within five (5) business days of the Debtor's receipt of a Designation Notice, the Debtor shall provide written notice to the applicable counterparties (each, an "Assignment/Rejection Notice") of the Debtor's intent to assume and assign such contract or reject such contract, as applicable. In the event that a Designation Notice designating a contract to be assumed and assigned is served after the Closing, any Cure Costs due to the applicable counterparty shall be paid within five (5) business days of delivery of the applicable Assignment/Rejection Notice.

~~**26. No Defaults Exist. Upon the Debtor's** *assignment of the Purchased Contracts to the Purchaser under the provisions of this Order and the payment of any Cure Costs, no default shall exist under any Purchased Contracts, and no counterparty shall be permitted (a) to declare a default by the Purchaser under such Purchased Contract on account of any pre-Closing obligations under such Purchased Contract, or (b) otherwise take action against the Purchaser as a result of the* **Debtor's** *financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Purchased Contract. Each non-Debtor party to a Purchased Contract hereby is also forever barred, estopped, and permanently enjoined from (i) asserting against the Debtor or the Purchaser, or the property of any of them, any default or claim arising out of any indemnity obligation or warranties for acts or occurrences arising or to or existing as~~

~~*of the Closing, or, against the Purchaser, any counterclaim, defense, setoff, or any other claim asserted or assertable against the Debtor, or (ii) imposing or charging against the Purchaser or its* **affiliates** *any rent accelerations, assignment fees, increases, or any other fees as a result of the* **Debtor's** *assumption and assignment to the Purchaser of the Purchased Contracts.*~~

28. ~~**27.**~~ **No Further Liability of the Debtor.** Except as provided in the APA or this Order, after the Closing, the Debtor and its estate shall have no further liabilities or obligations with respect to any Purchased Contracts or Assumed Liabilities, and all holders of such claims are forever barred and estopped from asserting such claims against the Debtor, its successors or assigns, its property or its assets or estate.

29. ~~**28.**~~ **Preservation of Terms and Conditions.** The failure of the Debtor or the Purchaser to enforce at any time one or more terms or conditions of any Purchased Contract shall not be a waiver of such terms or conditions, or of the ~~**Debtor's**~~**Debtor's** and the ~~**Purchaser's**~~**Purchaser's** rights to enforce every term and condition of the Purchased Contracts.

30. ~~**29.**~~ **No Successor Liability.** To the fullest extent permitted under applicable law, except for the ~~**Assumed Liabilities, Permitted Exceptions, and Transferred**~~ Exceptions, or as otherwise expressly provided for in this Order~~,~~ **or** the APA, the Purchaser ~~**and its affiliates and their respective predecessors, successors, assigns, members, partners, officers, directors, principals and shareholders (or equivalent)**~~**Related Parties** shall not have any liability ~~**or other obligation**~~**with respect to obligations** of the Debtor**, its Affiliates, or the Debtor's estate** arising under or related to any of the Purchased Assets. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein or in the APA, the Purchaser ~~**and its affiliates and their respective predecessors, successors, assigns, members, partners, officers, directors, principals and shareholders (or equivalent)**~~**Related Parties** shall not be

liable for any claims against the Debtor or any of its predecessors or ~~affiliates~~**Affiliates, or the Debtor's estate**, and shall have no successor or vicarious liabilities of any kind or character, including, without limitation, under any **labor law or** theory of antitrust, environmental, successor or transferee liability, ~~labor law,~~ de facto merger, mere continuation, substantial continuity, or fraudulent transfer**,** whether known or unknown as of the Closing Date, now existing or hereafter arising, ~~whether~~ fixed or contingent, ~~whether~~ asserted or unasserted, ~~whether~~ legal or equitable, ~~whether~~**or** liquidated or unliquidated, including, without limitation, liabilities on account of warranties, environmental liabilities, and any taxes arising, accruing**,** or payable under, out of, in connection with, or in any way relating to the operation of any of the **Purchased** Assets prior to the Closing. **For the avoidance of doubt, Purchaser shall have no liability for any claims against the Debtor, its Affiliates, or the Debtor's estate, including any claims arising from or related to the Intercompany Settlement or the transfer of assets thereunder.**

31. ***Injunction.*** *On the Closing Date, all persons and entities, to the extent allowed by law, are forever prohibited, estopped and permanently enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against the Purchaser, its respective successors and assigns, or the Purchased Assets, based upon or with respect to any* **Encumbrance of which the Transactions are** *free and clear under the terms of this Order.*

32. ~~**30. Injunction.**~~ All persons and entities, including, but not limited to, the Debtor, all the ~~**Debtor's**~~**Debtor's** employees, former employees, debt holders, and equity holders, and all administrative agencies, governmental units, tax and regulatory authorities, secretaries of state, federal, state, and local officials, lenders, contract parties, bidders, lessors, ~~and~~ other parties in

possession of any of the Purchased Assets at any time, trade creditors, and all other creditors holding or asserting ~~Liens, Claims, or other~~ Encumbrances~~,~~ or Excluded Liabilities, of any kind or nature whatsoever against or in the Debtor or in the ~~Debtor's~~**Debtor's** interests in the Purchased Assets (~~notwithstanding anything to the contrary herein,~~ whether known or unknown as of the Closing Date, now existing or hereafter arising, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, whether imposed by agreement, understanding, law, equity, or otherwise), shall be and hereby are forever barred, estopped, and permanently enjoined from asserting, prosecuting, commencing, continuing, or otherwise pursuing in any manner any action, claim, or other proceeding of any kind, directly or indirectly, against (i) the Purchaser ~~or any of its affiliates~~**Related Parties, the Purchaser's** *financial advisors and representatives (each of the foregoing in its individual capacity), or property, (ii) the Debtor or any of its* **Affiliates**, predecessors, successors, or assigns or any of their respective current and former members, managers, officers, directors, managed funds, investment advisors, attorneys, employees, partners, principals, ~~affiliates, shareholders (or equivalent), *financial advisors and representatives (each of the foregoing in its individual capacity), or property, (ii) the Debtor or any of its* affiliates, predecessors, successors, or assigns or any of their respective current and former members, managers, officers, directors, managed funds, investment advisors, attorneys, employees, partners, principals, affiliates~~**Affiliates**, shareholders (or equivalent), financial advisors and representatives (each of the foregoing in its individual capacity), or property, or (iii) the Purchased Assets ~~in respect of Liens, Claims, or other Encumbrances, or Excluded Liabilities,~~ that arise under or out of, in connection with, or in any way relate to, the Debtor, the ~~Purchased Assets (as such relate to the Debtor's business prior to the Closing Date), the Purchased Contracts (as such relate to~~

~~the Debtor's business prior to the Closing Date) and Assumed Liabilities, the~~ operation of the ~~Debtor's~~Debtor's business on or prior to the Closing Date, the Transactions ~~contemplated by the APA~~, or the transfer of the Purchased Assets ~~or the Purchased Contracts~~ and Assumed Liabilities to the Purchaser. Actions that are barred include, without limitation: (i) the commencement or continuation of any action or other proceeding, (ii) the enforcement, attachment, collection, or recovery of any judgment, award, decree, or order, (iii) the creation, perfection, or enforcement of any ~~Lien, Claim, interest, or~~ Encumbrance, ~~except for Assumed Liabilities, Permitted Exceptions, and Transferred Exceptions provided herein or under the APA,~~ (iv) the assertion of any right of setoff, not asserted prepetition, or subrogation claims against the Purchaser, (v) the commencement or continuation of any action that does not comply with, or is inconsistent with, the provisions of this Order, any actions contemplated or taken in respect hereof, ~~or~~ the APA, or the Transactions, and (vi) the revocation, termination, ~~or~~ failure, or refusal to renew any governmental authorization ~~or to~~, acknowledge or accept assignment of any license, permit, registration, or governmental authorization or approval to operate any of the Purchased Assets, or conduct the businesses associated with such Purchased Assets. For the avoidance of doubt, the injunction set forth in paragraphs 31-32 of this Order extends to Talc Liabilities.

33. Releases. Effective upon Closing, (a) Purchaser (individually and on behalf of its Affiliates) hereby releases and forever discharges Seller and its Affiliates and their respective successors and assigns and all of their respective Representatives (collectively, the "Seller Released Parties") from any and all actual or potential claims, causes of action, Legal Proceedings or Liabilities, of whatever kind or nature (including attorneys' fees and costs), in law (including the Comprehensive Environmental Response, Compensation and

Liability Act, 42 U.S.C. Sections 9601 et seq., or other Laws relating to the environment or health and safety) or equity, known or unknown, suspected or unsuspected, now existing or hereafter arising, whether contractual, in tort or otherwise, which Purchaser or any of its Affiliates had, have, or may have in the future otherwise relating in any way to the Purchased Assets or the Assumed Liabilities; provided, however, that this release shall not apply to any claims related to Tax liabilities that constitute priority tax claims under Section 507(a)(8) of the Bankruptcy Code, and (b) Seller (individually and on behalf of its Affiliates) hereby releases and forever discharges Purchaser and each of its Affiliates and their respective successors and assigns and all of their respective Representatives (collectively, the "Purchaser Released Parties") from any and all actual or potential claims, causes of action, Legal Proceedings or Liabilities of whatever kind or nature (including attorneys' fees and costs), in law (including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601 et seq., or other Laws relating to the environment or health and safety) or equity, known or unknown, suspected or unsuspected, now existing or hereafter arising, whether contractual, in tort or otherwise, which Seller or any of its Affiliates thereof had, have, or may have in the future (1) to the extent that it relates to the Purchased Assets, the Business, or the operations of the Business prior to the Closing (other than the Assumed Liabilities) or (2) otherwise relating in any way to the Excluded Assets or the Excluded Liabilities; provided that (i) nothing in this paragraph 33 will constitute a release of any Person arising from conduct of such Person that is determined by a Final Order to have constituted Fraud, willful breach, knowing and intentional misrepresentation or criminal act by such Person, and (ii) nothing in the APA will be construed to release any Person from any of its contractual obligations

under, or any breach of, the APA or any of the other agreements contemplated by the Transactions, including its obligations in respect of the Purchased Assets, Assumed Liabilities, Excluded Assets, or Excluded Liabilities, as the case may be, each of which will remain fully effective and enforceable from and after the Closing Date. Purchaser and Seller have been made aware of, and understand, the provisions of California Civil Code Section 1542 ("Section 1542"), which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." Purchaser and Seller expressly, knowingly, and intentionally waive any and all rights, benefits, and protections of Section 1542 and of any other state or federal statute or common law principle limiting the scope of a general release.

34. ~~31.~~ **Quiet Title.** Following the Closing Date, no holder of ~~a Lien on,~~an Encumbrance in, on, or against the Debtor, its Affiliates, its estate, or the Purchased Assets shall interfere with the ~~Purchaser's~~Purchaser's title to or use and quiet enjoyment of the Purchased Assets based on or related to such ~~Lien~~Encumbrance, or any actions that the Debtor may take in the ~~Debtor's~~Debtor's chapter 11 case.

35. ~~32.~~ **No Obligation to Maintain Benefits.** Nothing in this Order or the APA shall require the Purchaser to (a) continue or maintain in effect, or assume any liability in respect of any employee, pension, welfare, fringe benefit or any other benefit plan, trust arrangement, or other agreements to which the Debtor or its ~~affiliates~~Affiliates are a party or have any responsibility therefor including medical, welfare, and pension benefits payable after retirement or other termination of employment, or (b) to the fullest extent permitted under applicable law,

assume any responsibility as a fiduciary, plan sponsor, or otherwise, for making any contribution to, or in respect of the funding, investment, or administration of any employee benefit plan, arrangement, or agreement (including pension plans) or the termination of any such plan, arrangement, or agreement.

36. ~~33.~~ **Monetary Obligations to Governmental Units.** Notwithstanding the foregoing, the Purchaser is not assuming and has no liability for any monetary obligations of the Debtor**, its Affiliates, or the Debtor's estate** to any governmental unit, and nothing herein shall deem the Purchaser as the successor to the Debtor**, its Affiliates, or the Debtor's estate** with respect to penalties, fines, or other monetary obligations for days of violation (if any) before the Closing.

37. ~~34.~~ **Amounts Payable.** Any amounts payable by the Debtor under ~~the APA or any of the documents delivered by the Debtor in connection with~~ the APA shall be paid in the manner provided in the APA and the Bidding Procedures Order, without further order of this Court, shall be allowed administrative claims in an amount equal to such payments in accordance with sections 503(b) and 507(a)(2) of the Bankruptcy Code, shall have the other protections provided in the Bidding Procedures Order, and shall not be discharged, modified, or otherwise affected by any chapter 11 plan of the Debtor, except by an express agreement with the Purchaser, its successors, or assigns.

38. ~~35.~~ **No Stay of Order.** Pursuant to Bankruptcy Rules 6004(h), and 6006(d), this Order shall be effective immediately upon entry, and the Debtor and the Purchaser are authorized to close the Transactions ~~contemplated by the APA~~ immediately upon entry of this Order. The automatic stay imposed by section 362 of the Bankruptcy Code is modified to the extent necessary to implement the Transactions ~~contemplated by the APA~~ and the other provisions of

this Order.

39. ~~36.~~ **No Waiver.** Nothing in this Order shall modify or waive any closing conditions or termination rights in the APA, and all such conditions and rights shall remain in full force and effect in accordance with their terms.

40. ~~37.~~ **Bulk Sales Law.** No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Transactions ~~contemplated by the APA~~. Except for the ~~Debtor's~~Debtor's investment banker retained in its chapter 11 case and any investment banker fee or other compensation approved by the Court in the ~~Debtor's~~Debtor's chapter 11 case, no brokers were involved in consummating the Transactions ~~contemplated by the APA~~, and no brokers~~!~~' commissions are due to any person or entity in connection with the Transactions ~~contemplated by the APA~~. The Purchaser is not and will not become obligated to pay any fee or commission or like payment to any broker, finder, or financial advisor as a result of the consummation of the Transactions ~~contemplated by the APA~~ based upon any arrangement made by or on behalf of the Debtor. The Purchaser hereby waives, and will be deemed to waive, any requirement of compliance with, and any claims related to non-compliance with, the provisions of any bulk sales, bulk transfer, or similar law of any jurisdiction that may be applicable.

41. ~~38. Nonseverable~~Non-severable. The failure specifically to include any particular provision of the APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the APA~~,~~ and the Transactions ~~under the APA, the ancillary documents to the APA, and all related transaction documents be~~are authorized and approved in ~~its~~their entirety. Likewise, all of the provisions of this Order are ~~nonseverable~~non-severable and mutually dependent.

42. ~~39.~~ **Amendments.** The APA and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of this Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the ~~Debtor's~~Debtor's estate or third parties.

43. ~~40.~~ **Exclusive Jurisdiction.** This Court shall retain exclusive jurisdiction to interpret, implement, and enforce the terms and provisions of this Order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtor is a party or which has been assigned by the Debtor to the Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Transactions ~~contemplated by the APA~~, including, without limitation, retaining jurisdiction to: (a) compel delivery of the Purchased Assets to the Purchaser; (b) interpret, implement, and enforce the provisions of this Order and the APA, including the releases and injunctions contained in this Order; (c) protect the Purchaser against any Encumbrances ~~on,~~ in, ~~to~~on, or against the Debtor, its Affiliates, its estate, or the Purchased Assets of any kind or nature whatsoever, attaching to the proceeds of the Transactions ~~contemplated by the APA~~; and (d) enter any orders under sections 363 and 365 of the Bankruptcy Code with respect to the Purchased Contracts.

44. ~~41.~~ **Subsequent Plan Provisions.** Nothing contained in any chapter 11 plan confirmed in the ~~Debtor's~~Debtor's chapter 11 case or any order confirming any such plan or any other order in the ~~Debtor's~~Debtor's chapter 11 case (including any order entered after any conversion of this case into a case under chapter 7 of the Bankruptcy Code) shall alter, conflict with, or derogate from, the provisions of the APA or this Order and, to the extent of any such

conflict, the terms of this Order and the APA shall control.

45. ~~42.~~ **Execute and Deliver.** From time to time, as and when requested by the other, the Debtor and the Purchaser, as the case may be, shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the Transactions, including, such actions as may be necessary to vest, perfect or confirm, or record or otherwise, in the Purchaser the ~~Purchaser's~~Purchaser's right, title, and interest in and to the Purchased Assets.

46. ~~43.~~ **Time Periods.** All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

47. PBGC. Nothing in this 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. § 1002(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 the written consent of the Pension Benefit Guaranty Corporation ("PBGC"). 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 this Order. For the avoidance of doubt, the Purchaser has not agreed to assume any Pension Plans.

48. United Steelworkers. The Cure Costs, if any, related to the assumption and assignment of the Debtor's collective bargaining agreements with the United Steelworkers, as set forth in the APA (including all of the Debtor's obligations under the assumed collective bargaining agreement, including but not limited to paid time off, grievances, grievance and other settlements, arbitration awards, and contributions for health care, retirement, or other benefits, to the extent such obligations are valid and payable) shall be satisfied in the ordinary course, by the Debtor or the Purchaser, as applicable; provided, that nothing in this paragraph modifies the Debtor's obligations under the APA. For the avoidance of doubt, the Debtor will have no obligations under any collective bargaining agreement assumed by the Purchaser upon the occurrence of the Closing with respect to obligations that arise after the Closing Date. As a result, if any collective bargaining agreement with the United Steelworkers is assumed and assigned, no proof of claim, request for administrative expense, or cure claim need be filed with respect to such cure amounts, provided, however, that the Debtor's and the Purchaser's rights, defenses, claims, and counterclaims with respect to any such claim are expressly preserved.

49. United States of America. Notwithstanding any provision to the contrary in this Order, the APA, or any other document related to the Transactions, nothing shall:

a. 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;

b. affect the setoff rights of the United States of America against the Debtor;

c. affect the recoupment rights of the United States of America;

d. authorize the assumption, assignment, sale or other transfer of any federal or state (a) grants, (b) grant funds, (c) rights-of-ways, (d) agreements, (e) awards, (f) leases, (g) registrations, (h) billing numbers, (i) national provider identifiers, (j) provider transaction access numbers, (k) licenses, or (l) permits (collectively, "Federal Interests") without compliance by the Debtor and Purchaser with all terms of the Federal Interests and with all applicable non-bankruptcy law;

e. be interpreted to set cure amounts or to require the United States of America to novate, approve or otherwise consent to the sale, assumption, assignment or other transfer of any Federal Interests; or

f. expand the scope of 11 U.S.C. § 525.

In the event of an inconsistency or conflict between any provision of the APA and any provision of this Order, as to the United States of America, the provisions of this Order shall govern.[7]

50. Zurich. 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

[7] Commodore Materials did not reach an agreement with the United States Department of Justice on the language set forth in paragraph 49. In the event Commodore Materials' Backup Bid becomes the Successful Bid, the Debtor will schedule an emergency hearing before this Court to address such language.

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").

51. Nothing in any sale order, any asset purchase agreement or purchase and sale agreement, including, without limitation the 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 Debtor's 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 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.

52. ~~**44.**~~ **This Order Governs.** To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion in this chapter 11 case, or the terms of the APA, the terms of this Order shall govern.

SO ORDERED.

Exhibit 1

Asset Purchase Agreement

[Attached]

Exhibit 2

Purchased Contracts and Cure Costs

[Attached]

Summary report: **Litera Compare for Word 11.10.1.2 Document comparison done on 5/7/2026 12:37:17 AM**	
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Intelligent Table Comparison: Active	
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Move To	27
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Embedded Excel	0
Format changes	0
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