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

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

DEBTOR'S MOTION FOR ENTRY OF AN ORDER PURSUANT TO SECTIONS 105(A), 363(B) AND 363(C) OF THE BANKRUPTCY CODE (I) AUTHORIZING THE DEBTOR TO DISPOSE OF CERTAIN VALUELESS ASSETS WITHOUT FURTHER COURT APPROVAL AND (II) GRANTING RELATED RELIEF

Vanderbilt Minerals, LLC (the "Debtor"), the debtor and debtor in possession in this case, hereby files this motion (the "Motion") for entry of an order, substantially in the form attached hereto as ***Exhibit A*** (the "Proposed Order"), pursuant to sections 105, 363(b), 363(c), 1107(a) and 1108 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004, 9007 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rules 2002-1 and 9013-1 of the Local Bankruptcy Rules for the Northern District of New York (the "Local Rules"): (i) authorizing the Debtor to dispose of certain valueless residual talc inventory in the ordinary course of business and without further court approval and (ii) granting related relief.[2]

Jurisdiction and Venue

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue for this matter is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

[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] The Debtor intends to file a declaration in support of the Motion in advance of the objection deadline.

2. The statutory bases for the relief sought herein are sections 105, 363(b), 363(c), 1107(a) and 1108 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 9007 and 9014, and Local Rules 2002-1 and 9013-1.

Background

I. The Debtor and the Chapter 11 Case

3. On February 16, 2026 (the "Petition Date"), the Debtor commenced a case under chapter 11 of the Bankruptcy Code (the "Chapter 11 Case"). The Debtor is authorized to continue to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. The Debtor is a global supplier of mineral products and operates mines and processing facilities in six states. The Debtor mines bentonite clay, kaolin clay, pyrophyllite and wollastonite and processes and sells products used in industrial applications (*e.g.*, construction coatings, ceramics and refractories) and life sciences (*e.g.*, pharmaceuticals, personal care, animal care, agriculture and horticulture). Prior to 2008, a predecessor in interest to the Debtor mined and sold talc for use in industrial applications, which is the source of the litigation and judgments that led to the commencement of the Chapter 11 Case.

5. A comprehensive description of the Debtor's business and operations, capital structure and the events leading to the commencement of the Chapter 11 Case can be found in the *Declaration of Dean Vomero, Chief Restructuring Officer of Vanderbilt Minerals, LLC, in Support of First Day Motions of Debtor and Debtor in Possession* (the "First Day Declaration") [Docket No. 3].

6. On the Petition Date, the Debtor filed with the Court 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 "Bidding Procedures Motion") which sought, among other things, approval of the procedures to be used in connection with a marketing and sale process (the "Sale") for substantially all of the Debtor's assets, approval to schedule an auction for the Sale, and approval of the Debtor's entry into a "stalking horse" purchase agreement with Commodore Materials, LLC (the "Stalking Horse"). For the avoidance of doubt, the Residual Talc Property (as defined below) is excluded from the Sale and will remain with the Debtor after the consummation of the Sale.

7. On March 26, 2026, the Court 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").[3]

8. On May 4, 2026, pursuant to the Bidding Procedures Order, the Debtor conducted an auction for substantially all of the Debtor's assets (the "Auction") and designated VM Buyer

[3] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the First Day Declaration or the Bidding Procedures Order, as applicable.

LLC ("VM Buyer") as the successful bidder. On May 7, 2026, the Court heard statements of counsel and reviewed evidence related to the Auction and Sale process, and on May 8, 2026, the Court entered the *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* [Docket No. 576] (the "Sale Order"). Pursuant to the Sale Order, the Debtor entered into an *Asset Purchase Agreement* with VM Buyer [Docket No. 576-1] (the "APA") for the Purchased Assets (as defined therein). As described in further detail in the APA, the Debtor will retain limited assets, including (a) talc inventory (the "New York Talc Inventory") located at the Debtor's Gouverneur, New York facility ("Gouverneur"),[4] (b) talc samples located at the Debtor's headquarters in Norwalk, Connecticut (the "Connecticut Talc Samples" and, together with the New York Talc Inventory, the "Residual Talc Inventory"), and (c) core samples located at Gouverneur (the "New York Core Samples" and, together with the Residual Talc Inventory, the "Talc Property").

II. The Residual Talc Inventory

A. Disposal of the New York Talc Inventory

9. As discussed in greater detail in the First Day Declaration, the Debtor previously mined talc at its Gouverneur facility and ceased mining talc by 2008. Over 350 tons of pre-production talc remains in two storage silos at Gouverneur, abutted to the main processing facility.[5] Given that the Gouverneur milling facility is to be transferred as part of the Sale, and VM Buyer

[4] For the avoidance of doubt, the Gouverneur property and business will be transferred as part of the sale to VM Buyer or certain of its affiliates; only the New York Talc Inventory and New York Core Samples left on site will remain property of the Debtor's estate.

[5] One silo is full while the other silo contains residual amounts of talc.

and its affiliates have no interest in the New York Talc Inventory, the APA requires the New York Talc Inventory to be removed from Gouverneur within six (6) months of the closing of the Sale. APA § 8.13. Therefore, the Debtor believes that safely disposing of the New York Talc Inventory as soon as possible will be in the best interests of the estate.

10. The Debtor identified Airmatic, Inc. ("Airmatic"), a company specializing in silo cleaning services, to safely remove, transport and dispose of the New York Talc Inventory in a third-party licensed landfill. Upon entry of the Proposed Order, Airmatic will mobilize specialized silo cleaning crews, equipment, and vacuum trucks to extract the New York Talc Inventory from the silos. Following the extraction, Airmatic will fill approximately thirty-five (35) specialty over-the-road vacuum trucks with the New York Talc Inventory and transport it for disposal to 23400 NYS Rt. 177, Rodman, New York 13682, a landfill, operated by The Development Authority of The North Country (the "Landfill"). At the Landfill, the New York Talc Inventory will be placed in liners and permanently disposed of. Airmatic estimates the total cost for removing and disposing of the New York Talc Inventory, including mobilization, silo cleaning labor, vacuum truck operations, transportation, landfill placement fees, and liner costs will range between approximately $200,000 and $400,000. The Debtor requests authority to incur costs not to exceed $400,000 (the "Talc Disposal Fee") to dispose of the New York Talc Inventory.

B. Retained Talc Samples for Evidentiary Purposes

11. Given ongoing talc-related litigation, the Debtor believes it is in the best interests of the estate to retain samples of the New York Talc Inventory in anticipation of potential future evidentiary requests and/or requirements but recognizes it would be prohibitively expensive to retain the entirety of the talc in the Gouverneur silos.

12. In an effort to ensure that the Debtor's estate is not burdened with the substantial costs associated with storing more than 350 tons of talc at a third party storage facility and that a sufficient amount of talc is retained for evidentiary purposes, the Debtor intends to retain approximately one (1) pound of the New York Talc Inventory from each of the estimated thirty-five (35) specialty truck loads – totaling approximately thirty-five (35) pounds using routine industry retention practices (the "New York Talc Samples" and together with the Connecticut Talc Samples, the "Retained Talc Samples").[6] The Retained Talc Samples will be transported to a third-party storage facility for long-term preservation. Based on the quotes received so far, the Debtor expects that storage costs for the Retained Talc Samples will not be significant. The Debtor requests authority to spend up to $100,000 for the costs of transporting and storing the Retained Talc Samples at a third-party storage facility for approximately 2 years (the "Talc Transportation and Storage Fee").

C. Storage of the New York Core Samples

13. In addition, the Debtor seeks similar relief with respect to the New York Core Samples. The New York Core Samples are separate and distinct from the Retained Talc Samples. Core samples were taken to identify mineral deposits, determine the depth of an ore body, and to evaluate the overall feasibility and safety of a mining project. Therefore, resulting core samples are extremely dense, tubular pieces of subsurface material that provide a physical record of the earth's layers. The New York Core Samples do not contain a significant volume of, if any, talc and are unlikely to yield meaningful evidentiary information. Nonetheless, the Debtor believes it to be prudent to preserve the New York Core Samples for evidentiary preservation. It is customary

[6] The sampling parameter is consistent with the Debtor's current ISO9001 Quality Program (one pound sample per truckload). Furthermore, the estimated dimension of the main silo is 24' wide by 60' tall. Therefore, the sample equates to one sample every 1.7 feet.

in the mining industry to maintain these core samples on or near to the site of their respective mines. Accordingly, the New York Core Samples are also maintained on premise at Gouverneur. The volume of the New York Core Samples currently maintained at Gouverneur is significant and while the New York Core Samples are also required to be removed from the property pursuant to the APA, VM Buyer (or one of its affiliates) has agreed to allow the New York Core Samples to remain on the Gouverneur property post-Sale for a period of up to two (2) years at minimal, if any, cost, which will provide sufficient time to develop a more comprehensive preservation plan, if necessary. Given that the arrangement with VM Buyer will require no more than approximately $20,000 per year (the "Holding Fee" and, together with the Talc Transportation and Storage Fee and the Talc Disposal Fee, the "Disposal and Storage Costs") and will minimize further costs associated with transportation of the New York Core Samples, the Debtor submits that the arrangement with VM Buyer is a reasonable and cost-effective means of maintaining the New York Core Samples in a secure location pending any future litigation-related need.

D. Market Value of the Talc Property

14. The Debtor does not believe there is any market for the Talc Property given, among other things, that the Debtor ceased New York talc sales nearly two decades ago and the existence of significant talc-related litigation that precipitated the Chapter 11 Case. Further, the Debtor is not aware of any potential purchaser of the Talc Property and did not receive any indication of interest throughout its months-long marketing process. Indeed, the APA disclosure schedules were expressly negotiated by VM Buyer to treat the Talc Property as an Excluded Asset (as defined in the APA).

15. It is common for commercial businesses to dispose of inventory related to discontinued products because of storage, security, maintenance, and handling costs. Furthermore,

the Debtor does not believe it is prudent to introduce into the marketplace additional talc products given the significant volume of talc litigation that were pending as of the Petition Date. Therefore, the Debtor believes it has authority under section 363(c)(1) of the Bankruptcy Code to dispose of the New York Talc Inventory, and transport and/or store the Retained Talc Samples and New York Core Samples in the ordinary course of business without the Court's authorization. *See* 11 U.S.C. 363(c)(1). However, given the magnitude of pending and potential future talc litigation, the Debtor seeks Court approval.

16. If the Court finds the proposed use of the Debtor's assets to be outside of the ordinary course of business, pursuant to section 363(b)(1) of the Bankruptcy Code, the Court should authorize the Debtor to address the Talc Property as set forth herein.

Basis for Relief

I. LEGAL STANDARD

A. Approval for the Disposition of the New York Talc Inventory, the Transport and Storage of the Residual Talc Inventory, the Storage of the New York Core Samples, and Payment of the Disposal and Storage Costs Is Warranted Under Section 363(c) of the Bankruptcy Code

17. Section 363(c)(1) of the Bankruptcy Code permits a debtor in possession to "use property of the estate in the ordinary course of business without notice or a hearing." 11 U.S.C. 363(c)(1). Courts in the Second Circuit determine whether a use of property is in the ordinary course of business by applying "the objective horizontal test and the subjective vertical test." *In re Celsius Network LLC*, No. 22-10964 (MG), 2023 WL 439707, at *2 (Bankr. S.D.N.Y. Jan. 26, 2023); *see In re Lavigne*, 114 F.3d 379, 384 (2d Cir. 1997); *In re GOL Linhas Aéreas Inteligentes S.A.*, 661 B.R. 330, 339–40 (Bankr. S.D.N.Y. 2024).

18. The horizontal test involves an objective "industry-wide perspective in which the debtor's business is compared to other like businesses. In this comparison, the test is whether the

post-petition transaction is of a type that other similar businesses would engage in as ordinary business." *Lavigne*, 114 F.3d at 385 (finding bankruptcy court's application of the test sufficient where a reasonable physician facing multiple claims "would not have cancelled his insurance policy without opting for tail coverage."); *see Celsius Network*, 2023 WL 439707, at *3 ("the Debtors correctly note that it is common industry practice to return collateral once a loan has been paid off.").

19. Under the vertical test, courts take the "vantage point of a hypothetical creditor and inquire[] whether the transaction subjects a creditor to economic risks of a nature different from those he accepted when he decided to enter into a contract with the debtor." *Lavigne*, 114 F.3d at 385 (internal citations omitted) (holding a hypothetical creditor would not expect a physician-debtor facing multiple claims to cancel malpractice insurance because such action would expose estate to the risk of a single estate-depleting claim); *see Celsius Network*, 2023 WL 439707, at *3 (holding the return of collateral once a loan has been paid off reduces economic risks to contract counterparties); *GOL*, 661 B.R. at 342 (holding debtors' consistent maintenance of incentive payment plans would make hypothetical creditors expect continued payments).

20. Disposition of the New York Talc Inventory, storage of the Retained Talc Samples and New York Core Samples, and payment of the related Disposal and Storage Costs is required for statutory compliance and evidentiary purposes but is also typical and customary with respect to the end of a product's life cycle. Under the Second Circuit's horizontal test, businesses like the Debtor's business routinely dispose of valueless assets and residual inventory, and store inventory, as needed, in anticipation of future evidentiary needs. *See id.*; *Lavigne*, 114 F.3d at 385. In fact, it is "common industry practice" to dispose of residual inventory like the New York Talc Inventory because of the absence of market value, the lack of any benefit to the business and the continued

exposure to additional liabilities from maintenance and oversight. *See Celsius Network*, 2023 WL 439707, at *3.

21. Under the Second Circuit's vertical test, a hypothetical creditor would not be exposed to unexpected economic risks. On the contrary, the Debtor is seeking authority to pay the Disposal and Storage Costs to *protect* a hypothetical creditor's desire to obtain a sample of the Retained Talc Samples and/or the New York Core Samples in the event of any talc-related evidentiary need. Therefore, the foregoing does not alter the expected economic risks of a hypothetical creditor. *See Lavigne,* 114 F.3d at 385.

B. In the Alternative, Approval for the Disposition of the New York Talc Inventory, the Transport and Storage of the Residual Talc Inventory, the Storage of the New York Core Samples, and Payment of the Disposal and Storage Costs Is Warranted Under Section 363(b) of the Bankruptcy Code

22. Section 363(b)(1) of the Bankruptcy Code permits a debtor in possession to, "after notice and a hearing, [] use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. 363(b)(1). The proposed use, sale or lease of property of the estate may be approved under section 363(b) if it is based upon the sound business judgment of the debtor. *See In re Chateaugay Corp.*, 973 F.2d 141, 145 (2d Cir. 1992) (holding that a judge determining a section 363(b) application must find from the evidence presented a good business reason to grant such application); *Comm of Equity Sec. Holders v. Lionel Corp (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983) ("[T]here must be some articulated business justification, other than appeasement of major creditors, for using, selling or leasing property out of the ordinary course of business before the bankruptcy judge may order such disposition under section 363(b).").

23. Section 363(b)(1) of the Bankruptcy Code "provides for the exercise, within the context of a bankruptcy case, of the debtor's pre-bankruptcy rights to sell or dispose of its property." *In re Integrated Res., Inc.*, 1990 WL 325414, at *6 (Bankr. S.D.N.Y. Oct. 22, 1990)

(citing *Universal Cooperatives, Inc. v. FCX, Inc. (In re FCX, Inc.)*, 853 F.2d 1149, 1155 (4th Cir. 1988)).

24. The Debtor believes a strong business justification exists for the disposition of the New York Talc Inventory and payment of the Disposal and Storage Costs as described herein. The vast majority of the New York Talc Inventory provides no benefit to the estate. The Talc Property is expressly excluded from the APA and has sat unused for nearly two decades, and given ongoing talc-related litigation, the Debtor does not intend to introduce the New York Talc Inventory into the marketplace. Moreover, retention of New York Talc Inventory in excess of the Retained Talc Samples would unnecessarily cause a substantial economic strain on the Debtor as the Debtor would need to rent a substantial amount of space, transport the talc, and continue to oversee, maintain, and bear responsibility for the talc well after key operating personnel and other necessary resources are transferred as part of the Sale. The Debtor's remaining liquidity is better used to winddown the estate and make residual value available to creditors, rather than storing over 350 tons of talc.

25. The Debtor has also obtained a detailed proposal from Airmatic to remove and safely dispose of the New York Talc Inventory, and expects to be able to transport and store the Retained Talc Samples for at least two years for a reasonable cost. Similarly, the Debtor has reached an agreement with VM Buyer to allow the New York Core Samples to remain at Gouverneur post-sale for a period of up to two years. The overall Disposal and Storage Costs are *de minimis* relative to the potential ongoing liabilities and carrying costs the estate would incur by continuing to maintain the entirety of the underlying property indefinitely. Moreover, the Debtor has taken care to balance the interests of all parties by retaining sufficient talc samples for evidentiary purposes – approximately thirty-five (35) pounds from the New York Talc Inventory,

in addition to existing Connecticut Talc Samples (approximately three pallets) and New York Core Samples, from the mine sites. Given the *de minimis* cost to the estate, the lack of any benefit to the estate to maintain the entirety of the New York Talc Inventory, and the sound plan for preserving samples for testing, the Debtor seeks authority to dispose of the remainder of the New York Talc Inventory and to pay the related Disposal and Storage Costs in the manner described herein.

Notice

26. Notice of this Motion shall be provided to: (i) the Office of the United States Trustee for the Northern District of New York; (ii) the Talc Firms; (iii) the Unrepresented Talc Claimants; (iv) counsel to the DIP Lender; (v) counsel to the Official Committee of Unsecured Creditors; and (vi) any other party entitled to notice pursuant to Bankruptcy Rule 2002.[7] The Debtor respectfully submits that no further notice of this Motion is required.

No Prior Request

27. No prior request for the relief sought herein has been made to this Court or any other court in connection with the Chapter 11 Case.

WHEREFORE, the Debtor respectfully requests that the Court (i) enter the proposed order, substantially in the form attached hereto as ***Exhibit A***; and (ii) grant such other and further relief to the Debtor as the Court may deem proper.

[7] As used in this paragraph, Talc Firms and Unrepresented Talc Claimants have the meaning ascribed to them 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 Represented Talc Claimants; (III) Approving The Form and Manner of Notice of Commencement of This Case; and (IV) Authorizing the Debtor to Redact Personally Identifiable Information* [Docket No. 42].

Dated: May 27, 2026
Syracuse, New York

Respectfully submitted,

/s/ Charles J. Sullivan

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Exhibit A

Proposed Order

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]	

ORDER PURSUANT TO SECTIONS 105(A), 363(B) AND 363(C) OF THE BANKRUPTCY CODE (I) AUTHORIZING THE DEBTOR TO DISPOSE OF CERTAIN VALUELESS ASSETS WITHOUT FURTHER COURT APPROVAL AND (II) GRANTING RELATED RELIEF

This matter coming before the Court on the *Motion of the Debtor and Debtor in Possession for Entry of an Order Pursuant to Sections 105(a), 363(b) and 363(c) of the Bankruptcy Code (I) Authorizing the Debtor to Dispose of Certain Valueless Assets Without Further Court Approval and (II) Granting Related Relief* [Docket No. [●]] (the "Motion"),[2] filed by the debtor in the above-captioned case (the "Debtor") pursuant to sections 105(a), 363(b) and 363(c) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 9007 and 9014 and Local Bankruptcy Rules

[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 not otherwise defined herein have the meanings given to them in the Motion.

2002-1 and 9013-1; the Court having reviewed the Motion, the *Declaration of Dean Vomero in Support of the Debtor's Motion for Entry of an Order Pursuant to Sections 105(a), 363(b) and 363(c) of the Bankruptcy Code (I) Authorizing the Debtor to Dispose of Certain Valueless Assets Without Further Court Approval and (II) Granting Related Relief* [Docket[●]] (the "Vomero Declaration"), and having considered the statements of counsel and the evidence adduced with respect to the Motion at a hearing before the Court (the "Hearing"); the Court having found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; (ii) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; (iii) this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and (iv) notice of the Motion and the Hearing was sufficient under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion and the Vomero Declaration and at the Hearing establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.

2. The Debtor is authorized, but not directed, pursuant to section 363 of the Bankruptcy Code, to dispose of the New York Talc Inventory, store the Retained Talc Samples and New York Core Samples, and pay the related Disposal and Storage Costs without further approval of the Court.

3. The Debtor is authorized to spend up to $540,000 for the Disposal and Storage Costs related to the disposal of excess New York Talc Inventory and the transport and storage of the Retained Talc Samples and any other existing talc samples owned by the Debtor.

4. The Debtor is authorized to (i) instruct Airmatic (or any replacement company) to assist the Debtor in its efforts to retain samples of the New York Talc Inventory as described in the Motion, (ii) transport and store all Retained Talc Samples at a third-party storage facility; and

(iii) store the New York Core Samples pursuant to a storage arrangement with VM Buyer or its affiliate, as described in the Motion.

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

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

7. The Debtor may seek further relief related to the Residual Talc Property.

# # #