Docket #0859 Date Filed: 08/06/2026

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

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

MOTION OF DEBTOR FOR ENTRY OF AN ORDER (I) APPROVING PROPOSED DISCLOSURE STATEMENT AND THE FORM AND MANNER OF NOTICE OF HEARING THEREOF, (II) ESTABLISHING SOLICITATION AND VOTING PROCEDURES WITH RESPECT TO DEBTOR'S PROPOSED CHAPTER 11 PLAN, (III) SCHEDULING CONFIRMATION HEARING, (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR CONFIRMATION OF DEBTOR'S PROPOSED CHAPTER 11 PLAN, AND (V) GRANTING RELATED RELIEF

Vanderbilt Minerals, LLC, as debtor and debtor in possession (the "Debtor") in the above-captioned chapter 11 case, respectfully represents as follows:

Relief Requested

1. The Debtor seeks entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), granting the following relief:

i. ***Disclosure Statement***. Approving the proposed disclosure statement [Docket No. 858] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "Proposed Disclosure Statement") for the *Chapter 11 Plan of Liquidation of Vanderbilt Minerals, LLC* [Docket No. 857] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "Proposed Plan")[2] as containing adequate information pursuant to section 1125 of the Bankruptcy Code;

ii. ***Disclosure Statement Hearing and Notice***. Approving the form and manner of the notice of the hearing to consider approval of the Proposed Disclosure Statement (the "Disclosure Statement Hearing"), a copy of

[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 otherwise defined herein have the meanings ascribed to such terms in the Proposed Plan.

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which is attached hereto as **Exhibit B** (the "Disclosure Statement Hearing Notice");

iii. ***Confirmation Hearing and Notice***. Approving (i) the form and manner of the notice of the hearing to consider confirmation of the Proposed Plan (the "Confirmation Hearing"), a copy of which is attached as **Exhibit 1** to the Proposed Order (the "Confirmation Hearing Notice"), and (ii) the form and manner of the publication notice of the Confirmation Hearing, a copy of which is attached as **Exhibit 2** to the Proposed Order (the "Confirmation Hearing Publication Notice");

iv. ***Solicitation and Voting Procedures***. Approving the procedures for (i) soliciting, submitting, and tabulating votes to accept or reject the Proposed Plan, (ii) voting to accept or reject the Proposed Plan, and (iii) filing objections to confirmation of the Proposed Plan (the "Solicitation and Voting Procedures");

v. ***Ballots***. Approving the forms of ballots for Claims in the Voting Classes (as defined below), substantially in the forms attached to the Proposed Order as **Exhibit 3**, **Exhibit 4**, and **Exhibit 5** (the "Ballots");

vi. ***Non-Voting Status Notices***. Approving (i) the form of notice applicable to holders of Claims and Interests that are Impaired under the Proposed Plan who are, pursuant to section 1126(g) of the Bankruptcy Code, deemed to reject the Proposed Plan, including with respect to holders of Interests in Class 6 (Interests), substantially in the form attached as **Exhibit 6** to the Proposed Order (the "Notice of Non-Voting Status – Impaired Claims"); and (ii) the form of notice applicable to holders of Claims and Interests that are Unimpaired under the Proposed Plan who are, pursuant to section 1126(f) of the Bankruptcy Code, presumed to have accepted the Proposed Plan, including with respect to holders of Claims in Class 1 (Other Priority Claims) and Class 2 (Secured Claims), substantially in the form attached as **Exhibit 7** to the Proposed Order (the "Notice of Non-Voting Status – Unimpaired Claims" and together with the Notice of Non-Voting Status – Impaired Claims, the "Notices of Non-Voting Status" and each individually, a "Notice of Non-Voting Status");

vii. ***Assumption and Assignment Notice***. Approving the form of notice to counterparties to executory contracts and unexpired leases to be assumed by the Liquidating Debtor and subsequently assigned to the Liquidation Trust established under the Proposed Plan (the "Assumption and Assignment Notice") substantially in the form attached as **Exhibit 8** to the Proposed Order; and

viii. ***Related Relief***. Granting related relief.

2. For the Court's reference, below is a table highlighting the key dates relevant to the Solicitation and Voting Procedures and other relief requested in this Motion (collectively, the "Confirmation Schedule")[3]:

Event	Date/Deadline
Disclosure Statement Objection Deadline	**September 4, 2026**
Deadline to Reply to Disclosure Statement Objection(s)	**September 9, 2026, at 12:00 p.m. (prevailing Eastern Time)**
Voting Record Date	**September 14, 2026**
Disclosure Statement Hearing	**September 14, 2026, at 11:00 a.m. (prevailing Eastern Time)**
Solicitation Date and Distribution of Confirmation Hearing Notice	**The date that is five (5) business days following entry of the Proposed Order (expected to be on or about September 21, 2026)[4]**
Deadline to file Claim Objections or Requests to Estimate Claims for Voting Purposes	**September 28, 2026 (21 calendar days before Voting Deadline)**
Deadline to File Proposed Confirmation Order and Plan Supplement	**September 28, 2026**
Deadline to Serve Assumption and Assignment Notices	**October 12, 2026 (14 calendar days before Plan Objection Deadline)**
Rule 3018 Motion Filing Deadline	**October 12, 2026, at 5:00 p.m. (prevailing Eastern Time)**
Deadline to Reply to 3018 Motion(s)	**October 19, 2026, at 5:00 p.m. (prevailing Eastern Time)**
Voting Deadline	**October 19, 2026, at 5:00 p.m. (prevailing Eastern Time)**

[3] Certain of the dates set forth herein are subject to Court availability and approval.

[4] The Solicitation Agent (as defined herein) will use all practicable means to complete the mailing of the Solicitation Packages (as defined herein) within the noted timeframe.

Event	Date/Deadline
Voting Certification Deadline	**October 24, 2026, at 5:00 p.m. (prevailing Eastern Time)**
Plan Objection Deadline	**October 26, 2026, at 5:00 p.m. (prevailing Eastern Time)**
Cure Objection Deadline	**October 26, 2026, at 5:00 p.m. (prevailing Eastern Time)**
Deadline to File Replies to Plan Objections, Confirmation Brief, and Declarations in Support of Confirmation	**November 9, 2026, at 5:00 p.m. (prevailing Eastern Time)**
Confirmation Hearing	**On or around November 16, 2026**

3. Lastly, for the Court's reference, and as described in further detail herein, below is a list of the exhibits cited in this Motion:

Relevant Document	Exhibit
Proposed Order	**Exhibit A**
Proposed Form of Confirmation Hearing Notice	**Exhibit 1** to the Proposed Order
Proposed Form of Confirmation Hearing Publication Notice	**Exhibit 2** to the Proposed Order
Proposed Form of Class 3 General Unsecured Claims and Class 4 General Convenience Claims Ballot	**Exhibit 3** to the Proposed Order
Proposed Form of Class 5 Talc Claims Master Ballot	**Exhibit 4** to the Proposed Order
Proposed Form of Class 5 Talc Claims Claimholder Ballot	**Exhibit 5** to the Proposed Order
Proposed Form of Notice of Non-Voting Status – Impaired Claims	**Exhibit 6** to the Proposed Order
Proposed Form of Notice of Non-Voting Status – Unimpaired Claims	**Exhibit 7** to the Proposed Order

Proposed Form of Assumption and Assignment Notice	**Exhibit 8** to the Proposed Order
Proposed Form of Disclosure Statement Hearing Notice	**Exhibit B**

Jurisdiction and Venue

4. 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.

5. The statutory and legal predicates for the relief requested herein are sections 105, 502, 1125, 1126, and 1128 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 3003, 3016, 3017, 3018, 3020, and 9006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

Background

6. **Commencement of Chapter 11 Case**. 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. On March 3, 2026, the Office of the United States Trustee for Region 2 (the "U.S. Trustee") appointed an Official Committee of Unsecured Creditors (the "Committee"). No trustee or examiner has been appointed in the Chapter 11 Case.

7. **The Schedules**. On March 12, 2026, the Debtor filed its schedules of assets and liabilities and statements of financial affairs [Docket Nos. 171-172] (collectively, and as may be modified, amended or supplemented from time to time, the "Schedules").

8. **The Bar Date Order**. On June 29, 2026, the Court entered an order establishing certain deadlines and procedures for filing claims in the Chapter 11 Case [Docket No. 773] (the "Bar Date Order"). Pursuant to the Bar Date Order, the Court established:

a. July 31, 2026, at 5:00 p.m. (prevailing Eastern Time) (the "General Bar Date") as the deadline by which each person or entity, individuals, partnerships, corporations, joint ventures, and trusts, must file a proof of claim (a "Proof of Claim") in respect of a prepetition claim (as defined in section 101(5) of the Bankruptcy Code), including, without limitation, Indirect Talc Claims, property damage claims, and requests for payment under section 503(b)(9) of the Bankruptcy Code, other than Direct Talc Claims (the "General Claims").[5] The General Bar Date also does not apply

[5] As used herein, a "Direct Talc Claim" is any Talc Claim other than an Indirect Talc Claim.

As used herein, a "Talc Claim" is any Claim whether known or unknown, including with respect to any manner of bodily injury, death, sickness, disease or disease process, emotional distress, fear of cancer, medical monitoring or any other personal injuries or harms (whether physical, emotional or otherwise), for which the Debtor is alleged to be liable, directly or indirectly arising out of or relating to the presence of or exposure to talc or talc-containing products, including, without limitation: (i) any products previously mined, processed, milled, manufactured, sold and/or distributed by the Debtor or by any other entity for whose conduct the Debtor has liability or is alleged to have liability including any predecessors or alleged predecessors to the Debtor; (ii) any materials present at any premises owned, leased, occupied or operated by any entity for whose products, acts, omissions, business or operations the Debtor has, or is alleged to have, liability; or (iii) any talc alleged to contain asbestos or other constituent. Talc Claims include all such claims, whether: (a) in tort, contract, warranty, restitution, conspiracy, contribution, indemnity, guarantee, subrogation or any other theory of law, equity or admiralty; (b) seeking compensatory, special, economic, non-economic, punitive, exemplary, administrative or any other costs or damages; or (c) seeking any legal, equitable or other relief of any kind whatsoever, including, for the avoidance of doubt, any such claims assertable against the Debtor. Talc Claims also include any such claims that have been resolved or are subject to resolution pursuant to any agreement, or any such claims that are based on a judgment or verdict. The term "Talc Claim" includes, without limitation (i) all claims, debts, obligations, or liabilities for compensatory damages (such as, without limitation, loss of consortium, medical monitoring, personal or bodily injury, wrongful death, survivorship, proximate, consequential, general, and special damages) and punitive damages; and (ii) Indirect Talc Claims. Talc Claims do not include any claim by any present or former employee of a predecessor or Affiliate of the Debtor for benefits under a policy of workers' compensation insurance or for benefits under any state or federal workers' compensation statute or other statute providing compensation to an employee from an employer.

As used herein, an "Indirect Talc Claim" is a Talc Claim of any corporation (as defined in section 101(9) of the Bankruptcy Code), insurer, co-defendant of the Debtor, or predecessor of the Debtor for contribution, reimbursement, subrogation, or indemnity, whether contractual or implied by law (as those terms are defined by applicable non-bankruptcy law of the relevant jurisdiction), and any other derivative Talc Claim of any corporation (as defined in section 101(9) of the Bankruptcy Code), insurer, co-defendant of the Debtor, or predecessor of the Debtor, whether in the nature of or sounding in contract, tort, warranty, or other theory of law. An Indirect Talc Claim shall not include any claim for or otherwise relating to death, injury, or damages caused by talc or a product or material containing talc that is asserted by or on behalf of any injured individual, the estate, legal counsel, relative, assignee, or other representative of any injured individual, or an individual who claims injury or damages as a result of the injury or death of another individual regardless of whether such claim is seeking compensatory, special, economic, non-economic, punitive, exemplary, administrative, or any other costs or damages, or any legal, equitable or other relief whatsoever, including pursuant to a settlement, judgment, or

to Governmental Claims, Supplemental Claims, or Rejection Damages Claims (each as defined below) against the Debtor;

b. August 17, 2026, at 5:00 p.m. (prevailing Eastern Time) (the "Governmental Bar Date") as the deadline for any governmental unit (as defined in section 101(27) of the Bankruptcy Code) to file a Proof of Claim in respect of a prepetition claim against the Debtor (the "Governmental Claims");

c. The later of (i) the General Bar Date or the Governmental Bar Date, as applicable, or (ii) 5:00 p.m. (prevailing Eastern Time) on the date that is thirty (30) days following service of an order approving rejection of any executory contract or unexpired lease of the Debtor (the "Rejection Damages Bar Date") as the deadline by which claimants asserting claims resulting from the Debtor's rejection of the applicable executory contract or unexpired lease ("Rejection Damages Claims"); and

d. The later of (i) the General Bar Date or the Governmental Bar Date, as applicable, or (ii) 5:00 p.m. (prevailing Eastern Time) on the date that is thirty (30) days from the date on which the Debtor provides notice of a filing, amendment, or supplement to the Schedules (the "Amended Schedules Bar Date" and, together with the General Bar Date, the Governmental Bar Date, and the Rejection Damages Bar Date, collectively, the "Bar Dates") as the deadline by which claimants holding claims affected by such filing, amendment, or supplement ("Supplemental Claims") must file Proofs of Claim with respect to such claims.

9. **Intercompany Settlement and Sale.** On April 28, 2026, the Court entered 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], which approved a settlement between the Debtor and certain of its non-debtor affiliates (the "Intercompany Settlement"). On May 4, 2026, pursuant to the *Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtor's Assets, (II) Authorizing the Debtor to Enter Into the Stalking Horse Agreement and to Provide Bidding Protections Thereunder, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof,*

verdict. By way of illustration and not limitation, an Indirect Talc Claim shall not include any claim for loss of consortium, loss of companionship, services and society, or wrongful death.

(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] and the *Notice of Auction, Sale Hearing and Other Deadlines Related Thereto* [Docket No. 489], the Debtor held an in-person auction, at the conclusion of which VM Buyer LLC ("VM Buyer"), having provided the highest and otherwise best bid, was declared the successful bidder. 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] approving the sale of substantially all of the Debtor's assets to VM Buyer (the "Sale"). The Debtor filed a *Notice of Sale Closing and Assignment of Contracts and Leases in Connection with Sale* [Docket No. 732] to provide notice that the Sale closed and became effective on June 10, 2026.

10. **The Proposed Plan and Proposed Disclosure Statement**. Following consummation of the Intercompany Settlement and the Sale, the Debtor committed considerable time and resources engaging with representatives of the Creditors' Committee and other parties in interest on the potential structure and terms of a chapter 11 plan and other related documents that would govern, among other things, distributions for Allowed Claims in Class 5 (Talc Claims). The basic structure of the Proposed Plan, including the classification and the treatment of Allowed Claims, was developed in alignment with approaches previously taken in similar mass tort cases. However, the Creditors' Committee has not yet indicated support for the Proposed Plan.

11. Although the discussions with the Creditors' Committee remain ongoing, the Debtor determined it was in the best interests of all creditors of the estate to file the Proposed Plan on August 6, 2026, to avoid further administrative costs and delays, which could negatively

impact recoveries for holders of Allowed Claims in Class 3 (General Unsecured Claims), Class 4 (General Convenience Claims), and Class 5 (Talc Claims). The Debtor intends to continue to engage with the Creditors' Committee and other parties in interest on the Proposed Plan and the Trust Distribution Procedures, which the Debtor intends to file prior to the Disclosure Statement Hearing.

The Proposed Disclosure Statement

12. In accordance with section 1125 of the Bankruptcy Code and Bankruptcy Rule 3016(b), the Debtor prepared and filed the Proposed Disclosure Statement to provide parties with adequate information and disclosure regarding the terms of the Proposed Plan. The Debtor intends to provide creditors with copies of the Proposed Disclosure Statement, once approved, in connection with the Debtor's solicitation of votes to accept or reject the Proposed Plan.

A. The Proposed Disclosure Statement Should Be Approved.

13. Under section 1125(b) of the Bankruptcy Code, a plan proponent must provide holders of impaired claims and equity interests with "adequate information" regarding such plan. Section 1125(a)(1) of the Bankruptcy Code defines "adequate information" as:

> information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interests in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan . . . .

11 U.S.C. § 1125(a)(1).

14. Accordingly, a debtor's disclosure statement must, as a whole, provide information that is necessary to permit an informed judgment by impaired creditors entitled to vote

on the plan. *See In re Momentum Mfg. Corp.*, 25 F.3d 1132, 1136 (2d Cir. 1994); *see also In re Copy Crafters Quickprint, Inc.*, 92 B.R. 973, 979 (Bankr. N.D.N.Y. 1988).

15. Whether a disclosure statement required under section 1125(b) of the Bankruptcy Code contains adequate information "is not governed by otherwise applicable nonbankruptcy law, rule, or regulation." 11 U.S.C. § 1125(d). Rather, bankruptcy courts have broad discretion to determine the adequacy of the information contained in a disclosure statement. *See Kirk v. Texaco, Inc.*, 82 B.R. 678, 682 (S.D.N.Y. 1988) ("[t]he legislative history could hardly be more clear in granting broad discretion to bankruptcy judges under § 1125(a): 'Precisely what constitutes adequate information in any particular instance will develop on a case-by-case basis. Courts will take a practical approach as to what is necessary under the circumstances of each case . . . .'") (quoting H.R. REP. No. 595, at 408-09 (1977)). Accordingly, the determination of whether a disclosure statement contains adequate information should be made on a case-by-case basis, focusing on the unique facts and circumstances of each case. *See In re Worldcom, Inc*, 2003 WL 21498904, at *10 (S.D.N.Y. June 30, 2003) ("The determination of what is adequate information is subjective and made on a case by case basis. This determination is largely within the discretion of the bankruptcy court.").

16. In that regard, in determining whether a disclosure statement contains adequate information, courts generally examine a list of factors, including, but not limited to, whether the disclosure statement contains the following types of information, as applicable:

a. the circumstances that gave rise to the filing of the bankruptcy petition;

b. an explanation of the available assets and their value;

c. the anticipated future of the debtor(s);

d. the source of the information provided in the disclosure statement;

e. a disclaimer, which typically indicates that no statements or information concerning the debtor or its assets or securities are authorized, other than those set forth in the disclosure statement;

f. the condition and performance of the debtor while in chapter 11;

g. information regarding claims against the estate;

h. a liquidation analysis setting forth the estimated return that creditors would receive under chapter 7;

i. the accounting and valuation methods used to produce the financial information in the disclosure statement;

j. information regarding the future management of the debtor, including the amount of compensation to be paid to any insiders, directors and/or officers of the debtor;

k. a summary of the plan;

l. an estimate of all administrative expenses, including attorneys' fees and accountants' fees;

m. the collectability of any accounts receivable;

n. any financial information, valuations, or pro forma projections that would be relevant to creditors' determinations of whether to accept or reject the plan;

o. information relevant to the risks being taken by the creditors and interest holders;

p. the actual or projected value that can be obtained from avoidable transfers;

q. the existence, likelihood, and possible success of non-bankruptcy litigation;

r. the tax consequences of the plan; and

s. the relationship of the debtor with its affiliates.

See, e.g., In re Great Circle Park LLC, No. 25-11767 (MG), 2026 Bankr. LEXIS 1399, at *16-17 (Bankr. S.D.N.Y. June 5, 2026). Such a list is not meant to be comprehensive and a debtor is not required to provide all the information on the list. Rather, the bankruptcy court must decide what is appropriate in each case in light of the particular facts and circumstances present.

17. The Proposed Disclosure Statement contains the pertinent information necessary for the holders of Claims in Class 3 (General Unsecured Claims), Class 4 (General Convenience Claims), and Class 5 (Talc Claims), the only Voting Classes under the Plan, to make informed decisions about whether to vote to accept or reject the Proposed Plan, including, among other things:

a. An overview of the Proposed Plan (Article VI);

b. Information regarding pending Claims, the proposed treatment of Allowed Claims under the Proposed Plan, and estimated recoveries (Section 1.4);

c. The Debtor's prior business (Section 3.1);

d. An explanation of the Debtor's liquidity and the value of available assets (Section 3.6);

e. The relationship of the Debtor with its current and former affiliates (Section 3.5);

f. Key events leading to the commencement of the Chapter 11 Case (Article IV);

g. Significant events that occurred during the Chapter 11 Case, including a summary of the Intercompany Settlement and the Sale (Section 4.6, Article V);

h. Information regarding the formation and governance of the proposed Liquidation Trust and the role and responsibilities of the proposed Liquidating Trustee (Section 6.4, Article VIII);

i. Information regarding the proposed distribution procedures (the "Trust Distribution Procedures") with respect to Talc Claims to be implemented by the Liquidation Trust (Article VIII);

j. Information regarding insurance coverage that may be available (Section 5.13);

k. Information regarding nonbankruptcy litigation (Section 4.2);

l. Tax consequences of the Proposed Plan (Article VII);

m. A disclaimer, which indicates that no statements or information concerning the Debtor or its assets or securities are authorized, other than those set forth in the Proposed Disclosure Statement (Section 9.2);

n. Risk factors affecting the Proposed Plan and the Debtor (Article IX);

o. Requirements for confirmation of the Proposed Plan (Article X); and

p. An overview of the best interests of creditors test and liquidation analysis under chapter 7 of the Bankruptcy Code (Article X).

18. The Proposed Disclosure Statement also provides an analysis of the alternatives to confirmation and consummation of the Proposed Plan (Article XI) and includes the recommendation of the Debtor that holders of Claims eligible to vote should vote to accept the Proposed Plan as it provides the highest and best recoveries for all creditors.

19. Based on the foregoing, the Debtor submits the Proposed Disclosure Statement contains adequate information for holders of Claims in the Voting Classes to make an informed judgment regarding whether to vote to accept or reject the Proposed Plan. Accordingly, the Debtor respectfully requests that the Court approve the Proposed Disclosure Statement as containing adequate information in satisfaction of the requirements of section 1125 of the Bankruptcy Code.

B. The Proposed Disclosure Statement Provides Adequate Notice of Release, Exculpation, and Injunction Provisions in the Proposed Plan.

20. Pursuant to Bankruptcy Rule 3016(c), "[i]f a plan provides for an injunction against conduct not otherwise enjoined under the Code, the plan and disclosure statement [must] describe in specific and conspicuous language (bold, italic, or underlined text) all acts to be enjoined and identify the entities that would be subject to the injunction." Fed. R. Bankr. P. 3016(c).

21. The Proposed Plan, which is attached to the Proposed Disclosure Statement as **Exhibit A**, includes injunctions, releases, and exculpations highlighted in bold in Article X. There are no third-party releases contemplated under the Proposed Plan, only standard Debtor-releases and exculpations. The Proposed Disclosure Statement describes in detail the releases

provided under the Proposed Plan, the entities providing such releases, the entities being released, and the Claims and Causes of Action so released in Section 6.9. Additionally, Section 6.9 of the Proposed Disclosure Statement sets forth the terms of the exculpation provision under the Proposed Plan, as well as the injunction related to the release and exculpation provisions in the Proposed Plan. Each of the foregoing sections is set forth in conspicuous, bold print in the Proposed Disclosure Statement and the Confirmation Hearing Notice. Further, each of the proposed forms of Ballots attached to the Proposed Order as **Exhibit 3**, **Exhibit 4**, and **Exhibit 5** sets forth the Proposed Plan's releases and exculpations (*see* Proposed Plan Article X) in clear and conspicuous language. Accordingly, the Debtor respectfully submits that the Proposed Disclosure Statement complies with Bankruptcy Rule 3016(c).

C. Approval of the Disclosure Statement Hearing Notice.

22. Bankruptcy Rule 3017(a) provides as follows:

> [A]fter a disclosure statement is filed in accordance with Rule 3016(b), the court shall hold a hearing on at least 28 days' notice to the debtor, creditors, equity security holders and other parties in interest as provided in Rule 2002 to consider the disclosure statement and any objections or modifications thereto. The plan and the disclosure statement shall be mailed with the notice of the hearing only to the debtor, any trustee or committee appointed under the Code, the Securities and Exchange Commission and any party in interest who requests in writing a copy of the statement or plan.

Fed. R. Bankr. P. 3017(a).

23. Bankruptcy Rule 2002(b) requires 28 days' notice to all creditors and indenture trustees of the time set for filing objections to, and the hearing to consider the approval of, a disclosure statement. Fed. R. Bankr. P. 2002(b).

24. The Disclosure Statement Hearing Notice, substantially in the form attached hereto as **Exhibit B**, identifies (i) the date, time, and place of the Disclosure Statement Hearing, (ii) the manner in which a copy of the Proposed Disclosure Statement (and exhibits thereto, including the Proposed Plan) can be obtained, and (iii) the deadline and procedures for filing objections to approval of the Proposed Disclosure Statement. As noted above, (i) the Disclosure Statement Hearing is **September 14, 2026, at 11:00 a.m. (prevailing Eastern Time)**, (ii) the deadline to file objections to the approval of the Proposed Disclosure Statement (the "Disclosure Statement Objection Deadline") is **September 4, 2026**, and (iii) the deadline to file any replies to any responses or objections received is **September 9, 2026, at 12:00 p.m. (prevailing Eastern Time).**

25. In accordance with Bankruptcy Rules 3017(a) and 2002, the Debtor will serve the Disclosure Statement Hearing Notice no less than twenty-eight (28) days prior to the Disclosure Statement Objection Deadline and Disclosure Statement Hearing on (i) the U.S. Trustee; (ii) counsel to the Creditors' Committee; (iii) the Internal Revenue Service (the "IRS"); (iv) the Securities and Exchange Commission (the "SEC"); (v) the United States Attorney's Office for the Northern District of New York; (vi) all parties identified on the Debtor's creditor matrix, including all persons or entities listed in the Debtor's schedules of assets and liabilities as holding liquidated, non-contingent, and undisputed Claims or who filed proofs of claim asserting Claims other than Talc Claims; (vii) any known holders of Talc Claims (or their counsel, as applicable); (viii) all known holders of equity interests in the Debtor; and (ix) all parties that had requested or that are required to receive notice pursuant to Bankruptcy Rule 2002.

26. Further, in accordance with Bankruptcy Rule 3017(a), the Debtor will also serve a copy of the Proposed Disclosure Statement and the Proposed Plan with the Disclosure

Statement Hearing Notice on: (i) the U.S. Trustee; (ii) the Creditors' Committee; (iii) the SEC; (iv) all parties that request or are required to receive notice pursuant to Bankruptcy Rule 2002; and (v) all parties who have specifically requested such documents in the manner specified in the Disclosure Statement Hearing Notice. Copies of the Proposed Disclosure Statement and the Proposed Plan also are available free-of-charge on the website maintained by Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), the Debtor's solicitation agent in the Chapter 11 Case (in such capacity, the "Solicitation Agent") at https://www.veritaglobal.net/vanderbilt (the "Case Website").

27. The Debtor respectfully submits the foregoing procedures provide adequate notice of the Disclosure Statement Hearing for all purposes and, accordingly, request that the Court approve such procedures as adequate and find that such notice is due and proper and that no further notice is necessary.

D. Approval of Procedures for the Filing of Objections to the Proposed Disclosure Statement.

28. The Debtor describes below the procedures for parties to object or respond to approval of the Proposed Disclosure Statement (the "Disclosure Statement Objection Procedures").

a. Objections and responses, if any, to approval of the Proposed Disclosure Statement and the relief requested herein, must: (i) be in writing; (ii) conform to the applicable Bankruptcy Rules and the Local Rules for the Northern District of New York (the "Bankruptcy Local Rules"); (iii) set forth the name of the objecting party and the nature and amount of claims or interests held or asserted by such party against the Debtor's estate or property; (iv) provide the basis for the objection and the specific grounds therefor; and provide proposed language that, if accepted and incorporated by the Debtor, would obviate such objection; and (v) be filed, together with proof of service; and

b. In accordance with Bankruptcy Rule 3017(a), any objection or response must also be served upon the following parties (collectively, the "Notice

Parties") so as to be actually received no later than the Disclosure Statement Objection Deadline:

Co-Counsel to the Debtor Bond, Schoeneck & King, PLLC One Lincoln Center Syracuse, New York 13202 Attn: Charles J. Sullivan Grayson T. Walter Andrew S. Rivera Email: csullivan@bsk.com gwalter@bsk.com arivera@bsk.com Latham & Watkins LLP 1271 Avenue of the Americas New York, NY 10020 Attn: Ray C. Schrock George A. Davis Jamie L. Wine Anupama Yerramalli Email: ray.schrock@lw.com george.davis@lw.com jamie.wine@lw.com anu.yerramalli@lw.com Latham & Watkins LLP 10250 Constellation Blvd., Suite 1100 Los Angeles, CA 90067 Attn: Jeffrey E. Bjork Kimberly A. Posin Email: jeff.bjork@lw.com kim.posin@lw.com	***Office of the United States Trustee*** Office of the U.S. Trustee for the Northern District of New York 100 State Street, Suite 4230 Rochester, NY 14614 Attn: Erin P. Champion Email: erin.champion@usdoj.gov ***Co-Counsel to the Creditors' Committee*** Brown Rudnick LLP 7 Times Square New York, New York, 10036 Attn: David J. Molton Gerard T. Cicero Email: dmolton@brownrudnick.com gcicero@brownrudnick.com Caplin & Drysdale, Chartered 1200 New Hampshire Avenue NW, 8th Floor Washington, DC 20036 Attn: Kevin C. Maclay Todd E. Phillips Kevin M. Davis Email: kmaclay@capdale.com tphillips@capdale.com kdavis@capdale.com

29. Requiring objections and responses to the Proposed Disclosure Statement to be filed and served in accordance with the Disclosure Statement Objection Procedures will afford the Court, the Debtor, and other parties in interest sufficient time before the Disclosure Statement Hearing to consider and potentially resolve objections and responses to the Proposed Disclosure Statement. Based upon the foregoing, the Debtor respectfully submits that the Court

find that the Disclosure Statement Objection Procedures comply with the requirements of Bankruptcy Rule 3017(a) and are otherwise appropriate and in the best interests of the Debtor, its creditors, and its estate.

Solicitation and Voting Procedures

30. In connection with the Proposed Disclosure Statement and the Proposed Plan, the Debtor seeks approval of the following Solicitation and Voting Procedures, which will be implemented by the Solicitation Agent.[6]

A. Parties Entitled to Vote.

31. **The Voting Classes**. Section 1124 of the Bankruptcy Code provides, in relevant part, that a claim is impaired unless the plan "leaves unaltered the legal, equitable, and contractual rights to which such claim or interest entitles the holder of such claim or interest . . . ." 11 U.S.C. § 1124(1).

32. Pursuant to the Proposed Plan, the Debtor has six (6) separate Classes of Claims and Interests. Of those Classes, the Debtor proposes the following classes (each a "Voting Class" and, collectively, the "Voting Classes") are Impaired but entitled to receive distributions under the Proposed Plan and, thus, may vote to accept or reject the Proposed Plan, subject to certain exceptions discussed below:

Class	Description
Class 3	General Unsecured Claims
Class 4	General Convenience Claims
Class 5	Talc Claims

[6] The Court entered an order on February 17, 2026 [Docket No. 46] authorizing the Debtor to retain and employ Verita to, among other things, provide the Debtor with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the Debtor and Verita.

33. A holder of a Claim in a Voting Class is **not** entitled to receive a ballot or vote to the extent that:

a. as of the Voting Record Date, such holder's Claim has been Disallowed, expunged, disqualified, or suspended;

b. other than with respect to any Talc Claims, such holder's Claim is filed in the amount of $0.00;

c. other than with respect to any Talc Claims, such holder's Claim is not listed in the Schedules, or such holder's Claim is scheduled as contingent, unliquidated, or disputed, in the amount of $0.00, or unknown, and a Proof of Claim was not (i) timely filed by the applicable Bar Date or (ii) deemed timely filed by an Order of the Court before the Voting Deadline (unless the Debtor has consented in writing); or

d. such holder's Claim is subject to an objection or request for estimation as of September 28, 2026, subject to the procedures set forth below.

34. As set forth in the Proposed Plan, a holder of an Allowed Claim in Class 3 (General Unsecured Claims) may irrevocably elect on the applicable Ballot to have their General Unsecured Claim treated as a Class 4 (General Convenience Claim) and vote to accept the Proposed Plan; *provided*, that if a holder's General Unsecured Claim exceeds the Convenience Claim Threshold, such holder's Claim shall be reduced to the Convenience Claim Threshold. Each holder of an Allowed Claim in Class 4 (General Convenience Claims) shall receive, in full and final satisfaction, settlement, and release of such claim, a Cash payment equal to a percentage of the Allowed amount of such General Convenience Claim as specified in the Proposed Plan from the General Convenience Claim Recovery Fund. Holders of Allowed General Convenience Claims are entitled to receive their distributions on the Effective Date or as soon as reasonably practicable thereafter, providing for an expedited recovery compared to the timing for distributions to holders of Allowed Class 3 (General Unsecured Claims). Such election will be applicable to holders of Class 3 (General Unsecured Claims) who check the box on their Ballot accepting the Convenience Claim Election. Holders of Class 3 (General Unsecured Claims) who check the box

under the Convenience Claim Election will not be entitled to additional distributions on account of such General Unsecured Claims other than the treatment applicable to Class 4 (General Convenience Claims) and may not revoke their Convenience Claim Election. Holders of Class 3 (General Unsecured Claims) who accept the Convenience Claim Election must also accept the Plan, otherwise such Convenience Claim Election will be invalid; *provided*, however, that such claimant will still be entitled to receive a distribution as a holder of an Allowed Claim in Class 3 (General Unsecured Claims).

35. **The Non-Voting Classes**. Section 1126(f) of the Bankruptcy Code provides that, for the purposes of soliciting votes in connection with confirmation of a plan, "a class that is not impaired under a plan, and each holder of a claim or interest of such class, are conclusively presumed to have accepted the plan, and solicitation of acceptances with respect to such class from the holders of claims or interests of such class is not required." 11 U.S.C. § 1126(f). Conversely, section 1126(g) of the Bankruptcy Code provides that "a class is deemed not to have accepted a plan if such plan provides that the claims or interests of such class do not entitle the holders of such claims or interests to receive or retain any property under the plan on account of such claims or interests." *Id.* § 1126(g).

36. The Proposed Plan provides both that certain Claims are Unimpaired, and that certain Claims and Interests may not receive or retain any property under the Proposed Plan on account of such Claims and Interests. Pursuant to sections 1126(f) and 1126(g) of the Bankruptcy Code, the holders of such Claims and Interests are not entitled to vote (the "Non-Voting Claimants and Interest Holders" and such Classes, the "Non-Voting Classes").

37. The following Classes constitute Non-Voting Classes, and the holders of Claims and Interests in these Classes are not entitled to vote to accept or reject the Plan:

Class	Description	Acceptance/Rejection
Class 1	Other Priority Claims	Not Entitled to Vote (Presumed to Accept)
Class 2	Secured Claims	Not Entitled to Vote (Presumed to Accept)
Class 6	Interests	Not Entitled to Vote (Deemed to Reject)

38. Because Class 1 (Other Priority Claims) and Class 2 (Secured Claims) are presumed to accept the Proposed Plan, in an effort to conserve the resources of the Debtor's estate, the Debtor proposes to send to holders of such Claims a notice of non-voting status, substantially in the form annexed to the Proposed Order as **Exhibit 7** (Notice of Non-Voting Status – Unimpaired Classes), which sets forth the manner in which a copy of the Proposed Plan and Proposed Disclosure Statement may be obtained. These Classes will also receive the Confirmation Hearing Notice.

39. Class 6 (Interests) are being cancelled, and holders thereof shall neither receive nor retain any property under the Proposed Plan. Accordingly, pursuant to section 1126(g) of the Bankruptcy Code, holders of such Interests are conclusively deemed to have rejected the Proposed Plan and, thus, are not entitled to vote. The Debtor proposes to send all known registered holders of interests in Class 6 (Interests) a notice of non-voting status, substantially in the form attached to the Proposed Order as **Exhibit 6** (Notice of Non-Voting Status – Impaired Claims), and the Confirmation Hearing Notice.

40. Holders of Claims in Class 1 (Other Priority Claims), Class 2 (Secured Claims), and Class 6 (Interests) will also receive the Confirmation Hearing Notice. The Debtor submits that such notice satisfies the requirements of Bankruptcy Rule 3017(d). The Debtor requests the Court determine the Debtor is not required to distribute copies of the Proposed Plan

or Proposed Disclosure Statement to any holder of an Unimpaired Claim or Interest unless otherwise requested.

B. Establishing Claim Amounts for Voting Purposes and Temporary Allowance and Disallowance of Claims for Tabulation Purposes.

41. Pursuant to section 1126(a) of the Bankruptcy Code, the holder of an "allowed" claim may accept or reject a chapter 11 plan. Under the Bankruptcy Code, a class of claims accepts a plan if such plan has been accepted by creditors that hold at least two-thirds in amount and more than one-half in number of the allowed claims of such class held by creditors that voted. 11 U.S.C. § 1126(c). Bankruptcy Rule 3018(a) provides that the court may temporarily allow a claim in an amount that the bankruptcy court deems appropriate for the purpose of such claim holder accepting or rejecting a plan. Fed. R. Bankr. P. 3018(a). The Debtor submits the following procedures provide for a fair and equitable voting process.

42. The Debtor proposes that, solely for the purpose of voting to accept or reject the Proposed Plan and not for the purposes of the allowance of, or distribution on account of, a Claim, and without prejudice to the rights of the Debtor in any other context, each Claim within a Voting Class entitled to vote to accept or reject the Proposed Plan be temporarily allowed for voting purposes in an amount equal to the liquidated, non-contingent amount of such Claim set forth in the Schedules or timely filed Proof of Claim, as applicable, subject to the following exceptions:

a. As of the Voting Record Date, such creditors' Claim relates to a debt or obligation the Debtor has already paid or otherwise satisfied;

b. If a Claim is deemed Allowed under the Proposed Plan, such Claim is allowed for voting purposes in the deemed Allowed amount set forth in the Proposed Plan;

c. Any Talc Claim, regardless of whether such Talc Claim is marked as wholly or partially contingent or non-contingent, liquidated or unliquidated, disputed or undisputed, is accorded one (1) vote and valued in accordance

with the following: (i) for Direct Talc Claims, only in an amount based upon the type of disease that forms the basis for such holder's asserted Talc Claim and (ii) for Indirect Talc Claims, in the amount of $[100.00], each as disclosed on the applicable Class 5 Talc Claims Master Ballot or Class 5 Talc Claims Claimholder Ballot (each as defined below), as designated by the claimant or its attorney for such Talc Claim, for voting purposes only with respect to the Plan, and not for purposes of allowance or distribution;

d. If a Claim, other than a Talc Claim, for which a Proof of Claim has been timely filed, is marked as wholly contingent, unliquidated, or disputed (based on the face of such proof of claim or as determined upon the review of the Claim and its supporting documentation by the Debtor or the Solicitation Agent), such claim shall be allowed for voting purposes only with respect to the Plan, and not for purposes of allowance or distribution, one (1) vote at $1.00, unless such claim is disputed in the manner set forth in paragraph (m) below;

e. If a Claim, other than a Talc Claim, for which a Proof of Claim was timely filed, lists an amount that is partially unliquidated or contingent, such Claim shall be temporarily allowed for voting purposes only with respect to the Plan only in the liquidated, noncontingent amount set forth on the Proof of Claim, unless such Claim is disputed in the manner set forth in subparagraph (m) below;

f. If a Claim, other than a Talc Claim, for which a Proof of Claim was timely filed, lists an amount that is wholly liquidated, non-contingent, and undisputed such Claim is temporarily allowed for voting purposes only in the amount set forth on the Proof of Claim, unless such Claim is disputed as set forth in subparagraph (m) below;

g. If a Claim has been estimated or otherwise allowed for voting purposes by order of this Court, such Claim is temporarily allowed in the amount so estimated or allowed by this Court for voting purposes only;

h. If the voting amount of a Claim has been established by a stipulation, settlement, or other agreement with the Debtor, such Claim shall be allowed for voting purposes only with respect to the Plan, and not for purposes of allowance or distribution, in the stipulated, settled, or otherwise agreed-to amount;

i. Any claimant who has filed or purchased duplicate Claims within the same Class will be provided with only one (1) Solicitation Package (as defined below) and one (1) Ballot for voting a single Claim in such Class (based on the reasonable efforts of the Debtor), regardless of whether the Debtor has objected to such duplicate Claim;

j. Each entity that holds or has filed more than one (1) non-duplicative Claim within a particular Class shall be treated as if such entity has only one (1) Claim in such Class in the aggregate dollar amount of such Claims;

k. If a Proof of Claim has been amended by a later Proof of Claim that is timely filed, the later filed amending claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed claim shall be disallowed for voting purposes, regardless of whether the Debtor has objected to such amended claim, and except as otherwise ordered by the Court, any amendments to proofs of claim after the Voting Record Date shall not be considered for purposes of these tabulation rules;

l. If a Claim is filed in a currency other than U.S. Dollars and is not Allowed in a sum certain pursuant to the Plan, the holder of such Claim shall be entitled to vote a Claim in the amount of $1.00;

m. If the Debtor has filed an objection to or a request for estimation of a Claim on or before **September 28, 2026**, (as such date may be extended by order of the Court) (each, a "Disputed Claim"), such Disputed Claim is temporarily disallowed for voting purposes, provided that if the Debtor's objection seeks to reclassify or reduce the allowed amount of such Claim, then such Claim is temporarily allowed for voting purposes in the reduced amount and/or as reclassified, except as may be otherwise ordered by this Court before the Voting Deadline.

43. With respect to Class 5 (Talc Claims), substantially all of the Talc Claims asserted against the Debtor as of the Petition Date are contingent and/or unliquidated. It is not possible, nor practical, to estimate such claims for purposes of voting. In addition, holding estimation hearings for Talc Claims would only serve to delay administration of this Chapter 11 Case and the distribution of funds by the Liquidation Trust to claimants. Because no bar date has been set for Direct Talc Claims and there is presently no requirement for any proof of claim for such Claims to be filed, and because individual assessment of the value of the Talc Claims can vary, allowing each Direct Talc Claim at the scheduled disease category values as set forth in the Ballots, and allowing each Indirect Talc Claim in the amount set forth above, is a reasonable proxy for voting purposes. The approach obviates the need to estimate or set a bar date for all such Talc Claims, which would be expensive and unnecessary given the claims review and distribution

processes contemplated by the Trust Distribution Procedures. At the same time, failing to permit holders of Talc Claims to vote because their claims were not allowed for voting purposes would disenfranchise one of the core creditor constituencies in this Chapter 11 Case. The Debtor submits that the proposed temporary allowance of the Talc Claims for voting purposes is an appropriately tailored approach for voting on the Proposed Plan that adequately considers the unique circumstances of this Chapter 11 Case and is consistent with similar chapter 11 cases.

44. For purposes of this Motion, the values to be set forth in the Ballots will not be binding on any party (including, but not limited to, the Debtor, the Liquidation Trust, and the holder of such Talc Claim) for any purpose other than voting to accept or reject the Proposed Plan.

45. Courts presiding over other mass tort chapter 11 cases have allowed claims temporarily for voting purposes, including allowing such claims for voting purposes using scheduled values pursuant to disease levels, to facilitate voting on plans of reorganization and to ensure the votes of tort claimants are adequately represented in chapter 11 cases. *See, e.g., In re Imerys Talc America, Inc.*, No. 19-10289 (LSS) (Bankr. D. Del. Nov. 5, 2024) [Docket No. 6730] (temporarily allowing talc personal injury claims for voting purposes using scheduled values pursuant to disease levels set forth in the trust distribution procedures); *In re Paddock Enterprises, LLC*, No 20-10028 (LSS) (Bankr. D. Del. Feb. 17, 2022) [Docket No. 1216] (temporarily allowing asbestos personal injury claims for voting purposes according to disease level amounts described in asbestos trust distribution procedures); *In re Maremont Corp.*, No. 19-10118 (LSS) (Bankr. D. Del. Jan 23, 2019) [Docket No. 30] (temporarily allowing asbestos personal injury claims solely for voting purposes using scheduled values pursuant to disease levels set forth in trust distribution procedures and disclosed in ballots); *In re Oakfabco, Inc.*, No. 15-27062 (JBS) (Bankr. N.D. Ill. Jan. 15, 2019) [Docket No. 771] (temporarily allowing asbestos personal injury claims for voting

purposes using the scheduled value for the disease category per trust distribution procedures); *In re Duro Dyne Nat'l Corp.,* No. 18-27963 (MBK) (Bankr. D.N.J. Nov. 20, 2018) [Docket No. 287] (valuing asbestos personal injury claims for voting purposes pursuant to matrix values for the disease categories set forth in asbestos trust distribution procedures); *In re Yarway Corp.*, No. 13-11025 (BLS) (Bankr. D. Del. Jan. 27, 2015) [Docket No. 756] (temporarily allowing asbestos personal injury claims for voting purposes according to disease level amounts described in asbestos trust distribution procedures); *In re Specialty Prods. Holding Corp.*, No. 10-11780 (PJW) (Bankr. D. Del. Oct. 21, 2014) [Docket No. 5112] (temporarily allowing asbestos personal injury claims for voting purposes based on matrix disease state values from trust distribution procedures).

46. If any claimant seeks to challenge the allowance of its Claim for voting purposes, including in response to an objection to its Claim, the Debtor proposes that such claimant must file a motion with the Court for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such claim for voting purposes in a different amount (a "Rule 3018 Motion"). The Debtor proposes that any Rule 3018 Motion must be filed on or before **October 12, 2026, at 5:00 p.m. (prevailing Eastern Time)** (the "Rule 3018(a) Motion Deadline"). The Debtor and any party in interest will then have until **October 19, 2026, at 5:00 p.m. (prevailing Eastern Time)** to file and serve a response to any Rule 3018 Motion. In accordance with Bankruptcy Rule 3018, the Debtor proposes that any Ballot submitted by a claimant that files a Rule 3018 Motion will be counted solely in accordance with the tabulation procedures herein unless and until the underlying Claim is temporarily allowed by the Court for voting purposes in a different amount, after notice and a hearing.

C. The Voting Record Date.

47. Bankruptcy Rule 3017(d) provides, in relevant part, that, for the purpose of soliciting votes in connection with the confirmation of a chapter 11 plan, "creditors and equity

security holders shall include holders of stock, bonds, debentures, notes and other securities of record on the date the order approving the disclosure statement is entered or another date fixed by the court, for cause, after notice and a hearing." Fed. R. Bankr. P. 3017(d). Bankruptcy Rule 3018(a) provides, in relevant part, that: "A plan may be accepted or rejected in accordance with § 1126 of the Code within the time fixed by the Court pursuant to Rule 3017." Fed. R. Bankr. P. 3018(a).

48. In accordance with these Bankruptcy Rules, the Debtor requests that the Court set **September 14, 2026,** as the date for determining which claimants are entitled to vote on the Proposed Plan (the "Voting Record Date"). With respect to transfers of Claims filed pursuant to Bankruptcy Rule 3001(e), the transferee shall be entitled to receive a Solicitation Package and, if the holder of such Claim is entitled to vote with respect to the Proposed Plan, cast a Ballot on account of such Claim only if: (i) all actions necessary to transfer such Claim are completed by the Voting Record Date; or (ii) the transferee files by the Voting Record Date (a) all documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (b) a sworn statement of the transferor supporting the validity of the transfer. In the event a Claim is transferred after the Voting Record Date, the transferee of such Claim shall be bound by any vote on the Proposed Plan made by the holder of such Claim as of the Voting Record Date.

49. In addition, the Debtor requests the Court establish the Voting Record Date as the date for determining which holders of Claims and/or Interests in Non-Voting Classes are entitled to receive a Notice of Non-Voting Status. The Debtor believes the Voting Record Date is appropriate, as it facilitates the determination of which claimants are entitled to vote on the Proposed Plan or, in the case of Claim and Interest holders in Non-Voting Classes, to receive the applicable Notices of Non-Voting Status.

D. Approval of Solicitation Packages and Procedures for Distribution Thereof

50. Bankruptcy Rule 3017(d) lists the materials that must be provided to holders of claims and equity interests for the purpose of soliciting votes on a chapter 11 plan and providing adequate notice of the hearing to consider confirmation thereof. Specifically, Bankruptcy Rule 3017(d) provides, in relevant part, that:

> [u]pon approval of a disclosure statement,—except to the extent that the court orders otherwise with respect to one or more unimpaired classes of creditors or equity security holders—the debtor in possession, trustee, proponent of the plan, or clerk as the court orders shall mail to all creditors and equity security holders, and in a chapter 11 reorganization case shall transmit to the United States trustee:
>
> (1) the plan or a court-approved summary of the plan;
>
> (2) the disclosure statement approved by the court;
>
> (3) notice of the time within which acceptances and rejections of the plan may be filed; and
>
> (4) any other information as the court may direct, including any court opinion approving the disclosure statement or a court-approved summary of the opinion.

Fed. R. Bankr. P. 3017(d).

51. Except as provided below, and as required by Bankruptcy Rule 3017(d), the Debtor proposes to mail or cause to be mailed solicitation packages (the "Solicitation Packages") containing the information described below as soon as practicable after entry of the Proposed Order approving the Proposed Disclosure Statement (as approved, the "Disclosure Statement") as containing adequate information pursuant to section 1125 of the Bankruptcy Code, but in no event later than five (5) business days after the entry of the Proposed Order (the "Solicitation Date") to the U.S. Trustee and any known holders of Claims (or their counsel, as applicable) against the Debtor in the Voting Classes that are entitled to vote.

52. In accordance with Bankruptcy Rule 3017(d), the Solicitation Packages contain the following enclosures:

a. If the recipient is in the Voting Classes, and is entitled to vote on the Proposed Plan, (i) the Proposed Order (as entered by the Court and without exhibits), (ii) the Confirmation Hearing Notice, in substantially the form attached as **Exhibit 1** to the Proposed Order, (iii) a USB flash drive containing a copy of the Disclosure Statement with all exhibits, including the Proposed Plan with its exhibits (to the extent such exhibits were filed with the Court before the distribution of the Solicitation Package), (iv) a Ballot for such holder, customized as appropriate, (v) a postage-prepaid, pre-addressed return envelope, (vi) a link to the Case Website containing the Proposed Plan and Disclosure Statement and (vii) any other materials ordered by the Court to be included as part of the Solicitation Package.

b. If the recipient is a Non-Voting Claimant, or is not otherwise entitled to vote on the Proposed Plan, (i) the Confirmation Hearing Notice, (ii) the applicable Notice of Non-Voting Status, and (iii) a link to the Case Website containing the Proposed Plan and Disclosure Statement.

53. The Proposed Plan and Disclosure Statement will be available at no charge via the Case Website. Any Claim or Interest holder entitled to receive a copy of the Proposed Plan and the Disclosure Statement may request an electronic copy on a USB flash drive or by paper copy by contacting the Solicitation Agent in writing at Vanderbilt Minerals, LLC, c/o Verita Ballot Processing, 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245, or by submitting an inquiry via the Case Website at https://www.veritaglobal.net/vanderbilt/inquiry. Upon receipt of such request, the Solicitation Agent will provide such Claim or Interest holder with a USB flash drive or paper copy, as applicable, of the Proposed Plan and the Disclosure Statement at no cost to the Claim or Interest holder.

54. The Debtor anticipates that the United States Postal Service may return some Solicitation Packages as undeliverable. The Debtor submits that it is costly and wasteful to mail Solicitation Packages to the same addresses from which mail previously was returned as

undeliverable. Therefore, the Debtor requests the Court waive the strict notice rule and excuse the Debtor from mailing Solicitation Packages to addresses from which the Debtor received mailings returned as undeliverable, unless the Debtor is provided with a new mailing address before the Voting Deadline.

55. The Debtor also requests that it not be required to send Solicitation Packages to claimants that have claims that have already been paid in full; *provided* that if, and to the extent that, any such claimant would be entitled to receive a Solicitation Package for any other reason, then the Debtor will send such claimant a Solicitation Package in accordance with the procedures set forth herein.

56. Although the Debtor has made, and will make, every effort to ensure that the Solicitation Packages as described herein and as approved by the Court are in final form, the Debtor nonetheless requests authority to make non-substantive changes to the Disclosure Statement, the Proposed Plan, and related documents without further order of the Court, including ministerial changes to correct typographical and grammatical errors, and to make conforming changes among the Disclosure Statement, the Proposed Plan, and any other materials in the Solicitation Packages prior to mailing.

57. The Debtor submits that it has shown good cause for implementing the proposed notice and service procedures and requests the Court's approval thereof.

E. Approval of Notices of Non-Voting Status.

58. Bankruptcy Rule 3017(d) permits a court to order that the Proposed Plan and Disclosure Statement need not be mailed to any unimpaired class. In lieu thereof, a bankruptcy court may order that "notice that the class is designated in the plan as unimpaired and notice of the name and address of the person from whom the plan or summary of the plan and disclosure statement may be obtained upon request and at the plan proponent's expense, [and] notice of the

time fixed for filing objections to and the hearing on confirmation" be mailed to such classes. Moreover, pursuant to section 1126(g) of the Bankruptcy Code, certain Impaired, Non-Voting Classes are presumed to reject the Proposed Plan.

59. Accordingly, the Debtor proposes to mail to holders of Class 1 (Other Priority Claims) and Class 2 (Secured Claims) the Confirmation Hearing Notice and the Notice of Non-Voting Status – Unimpaired Claims, in substantively the form attached to the Proposed Order as **Exhibit 7**, in lieu of a Solicitation Package. The Debtor proposes to mail to holders of Interests in Class 6 (Interests) the Confirmation Hearing Notice and the applicable Notice of Non-Voting Status – Impaired, in substantially the form attached to the Proposed Order as **Exhibit 6**, in lieu of a Solicitation Package.

60. Each Notice of Non-Voting Status provides (i) notice of the approval of the Disclosure Statement, (ii) notice of the filing of the Proposed Plan, (iii) notice of the holder's non-voting status, and (iv) information on how to obtain copies of the Disclosure Statement and Proposed Plan.

61. The Debtor submits that mailing the applicable Notice of Non-Voting Status and Confirmation Hearing Notice to Non-Voting Claimants and Interest Holders satisfies the requirements of Bankruptcy Rule 3017(d). Accordingly, the Debtor requests the Court direct that the Solicitation Package need not be mailed to holders of Claims and Interests not entitled to vote.

F. Approval of Forms of Ballot.

62. Bankruptcy Rule 3017(d) requires the Debtor to send a form of ballot, which substantially conforms to Official Form No. B 314, to "creditors and equity security holders entitled to vote on the plan." Fed. R. Bankr. P. 3017(d). The Debtor proposes to distribute to holders of Claims in the Voting Classes that are otherwise eligible to vote, as applicable, the Ballots substantially in the forms attached to the Proposed Order as **Exhibit 3**, **Exhibit 4**, and **Exhibit 5**,

each of which are incorporated herein by reference. The forms for the Ballots are based on Official Form No. B 314 but have been modified to address the specific circumstances of this Chapter 11 Case and to include certain additional information the Debtor believes is relevant and appropriate for the Voting Classes, including, without limitation, the electronic balloting of Claims.

Class 5 Talc Claims Master Ballots and Claimholder Ballots

63. With respect to Ballots that will be sent to holders of Direct Talc Claims, the Debtor will cause the Solicitation Agent to distribute a single Solicitation Package containing a Talc Claim master ballot ("Class 5 Talc Claims Master Ballot"), in substantially the form attached to the Proposed Order as **Exhibit 4**, upon each attorney known by the Debtor (based on the Debtor's books and records and any list furnished to the Debtor on or before the entry of the Proposed Order) to represent or potentially to represent persons who may hold or assert Talc Claims. The Debtor is also requesting that each such attorney who elects to have the Solicitation Agent directly send Solicitation Packages (for voting or informational purposes[7]) to their clients, submit to the Solicitation Agent the name and address for each such holder of Talc Claims within ten (10) business days of receiving the Solicitation Package by emailing vanderbiltinfo@veritaglobal.com; *provided*, that if such list contains more than twenty (20) such holders of Talc Claims, such information must be provided in electronic format.[8] Additionally, an attorney may choose to transmit Solicitation Packages to his or her clients directly. If an attorney chooses to do so, such attorney must, within ten (10) business days after the Solicitation Date,

[7] Solicitation Packages sent for informational purposes will not include a Ballot.

[8] An attorney may alternatively submit this information in hard copy via regular mail, overnight courier, or hand delivery to the Solicitation Agent at Vanderbilt Minerals, LLC, c/o Verita Ballot Processing, 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245, if the list contains information for twenty (20) or fewer clients.

provide the Solicitation Agent with the required number of sets of materials to be sent to the attorney for the attorney to mail directly to the attorney's clients.

64. The Solicitation Agent will use commercially reasonable efforts to provide Solicitation Packages to the holders of Talc Claims in accordance with the following procedures: (i) all attorneys known by the Debtor to represent holders of Direct Talc Claims shall receive a Solicitation Package containing a Class 5 Talc Claims Master Ballot; (ii) holders of Talc Claims whose attorneys direct the Solicitation Agent to send a Solicitation Package directly to such holders shall receive a Solicitation Package containing a claimholder ballot for holders of Talc Claims (the "Class 5 Talc Claims Claimholder Ballot") within five (5) business days of receipt of such request from such attorneys (or as soon as reasonable practicable thereafter); (iii) known holders of Talc Claims who filed a Proof of Claim and who the Debtor reasonably believes are not represented by an attorney shall receive a Solicitation Package containing a Class 5 Talc Claims Claimholder Ballot; (iv) known holders of Indirect Talc Claims shall receive a Solicitation Package containing a Class 5 Talc Claims Claimholder Ballot; and (v) any holder of a Talc Claim who requests a Solicitation Package and Class 5 Talc Claims Claimholder Ballot shall receive such materials within five (5) business days of receipt of such written request (or as soon as reasonably practicable thereafter). In addition, any holder of a Talc Claim who is not represented by an attorney and/or does not receive a Solicitation Package may submit a Ballot through the online portal accessible on the Case Website. The Confirmation Hearing Notice will contain further instructions, outlining how a holder of a Talc Claim may submit a Ballot through the E-Ballot Portal (as defined below) if any such holder believes it may be entitled to vote on the Plan and has not received a Solicitation Package.

65. Providing Solicitation Packages to attorneys for holders of Talc Claims reflects the reality of how most Talc Claims are asserted. Often, an attorney has authority under applicable bankruptcy or non-bankruptcy law to make, and does make, numerous decisions for its client in respect of such claim, such as whether and how to vote on a chapter 11 plan. Providing Solicitation Packages directly to such counsel is consistent with this reality, while providing hundreds of Solicitation Packages to the claimants themselves is likely to increase confusion on the part of such claimants and their counsel, and substantially increase the costs of solicitation.

66. All attorneys that seek to vote on behalf of their clients will be required to certify on the Class 5 Talc Claims Master Ballot that they have the requisite authority under applicable law to vote on the Plan on behalf of such clients. In submitting a Class 5 Talc Claims Master Ballot, such attorneys must certify to one of the options below that it has the requisite authority to vote on the Proposed Plan on behalf of the holders of each of the Talc Claims listed on the Master Ballot Exhibit:

i. "Option A Certification": With respect to each client identified on the Master Ballot Exhibit for whom "Option A Certification" is selected, if any, such client is represented by me, and I have collected and recorded the vote of such client through customary and accepted practices, or have been authorized, consistent with applicable law, to procedurally cast such client's vote. I have complied with all terms, instructions, and conditions set forth in this Master Ballot and the Disclosure Statement. Each such client has indicated his or her affirmative consent with respect to such vote under applicable law.

ii. "Option B Certification": With respect to each client identified on the Master Ballot Exhibit for whom "Option B Certification" is selected, if any, such client is represented by me, and I have the authority under a power of attorney to vote to accept or reject the Proposed Plan on behalf of such client's Talc Claim for which a vote is cast on the Master Ballot Exhibit. I have completed this Master Ballot and the Master Ballot Exhibit in accordance with the power granted to me/my law firm, and I have complied with all terms, instructions and conditions set forth in this Master Ballot and the Disclosure Statement.

For the avoidance of doubt, any engagement letter upon which an attorney is relying to cast a vote on behalf of their client's Talc Claim must include language expressly granting a power of attorney to vote on behalf of such client's Talc Claim under applicable law. **No supporting documentation such as medical records should be included when submitting any documents, including a Ballot, to the Solicitation Agent.**

67. If the attorney is unable to so certify or prefers not to exercise such authority, that attorney must promptly advise the Solicitation Agent, so that the votes of such attorney's clients may be solicited directly. Allowing attorneys to vote on the Plan on behalf of their clients—subject to certification that they otherwise have the right to do so and are choosing to exercise that right—reflects the way in which the applicable Talc Claim is asserted against the Debtor by counsel on behalf of the individual claimant outside of bankruptcy, and should be approved under the circumstances here.

68. The noticing of holders of Talc Claims through their counsel and soliciting votes on the Plan through such counsel are both conventional practices in talc and other mass tort

chapter 11 cases. *See, e.g., In re Imerys Talc America, Inc.*, No. 19-10289 (LSS) (Bankr. D. Del. Nov. 5, 2024) [Docket No. 6730] (permitting noticing of asbestos personal injury claimants on counsel to such claimants); *In re Paddock Enterprises, LLC*, No 20-10028 (LSS) (Bankr. D. Del. Feb. 7, 2020) [Docket No. 1216] (same); *In re Kaiser Gypsum Co., Inc.*, No. 16-31602 (JCW) (Bankr. W.D.N.C. Oct. 23, 2019) [Docket No. 1875] (same); *In re Maremont Corp.*, No. 19-10118 (KJC) (Bankr. D. Del. Jan. 23, 2019) [Docket No. 30] (same); *In re Oakfabco, Inc*., No. 15-27062 (JBS) (Bankr. N.D. Ill. Jan. 15, 2019) [Docket No. 771] (same); *In re Duro Dyne Nat'l Corp.*, No. 18-27963 (MBK) (Bankr. D. N.J. Nov. 20, 2018) [Docket No. 287] (same); *In re Geo. V. Hamilton, Inc.*, No. 15-23704 (GLT) (Bankr. W.D. Pa. Jan. 12, 2018) [Docket No. 1612] (same); *In re Yarway Corp.*, No. 13-11025 (BLS) (Bankr. D. Del. Jan. 27, 2015) [Docket No. 756] (same). Moreover, this Court has already authorized the Debtor to effect service upon holders of Talc Claims through their counsel. *See 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].

69. The Debtor believes that permitting noticing and solicitation of votes through counsel adequately protects the interests of holders of Talc Claims. As such, the above-described procedures proposed for the Talc Claims embody an efficient and well-established process for enabling holders of Talc Claims to vote on the Plan, and should be approved.

G. Approval of Form of Notices to Executory Contract and Lease Counterparties.

70. The Proposed Plan provides that as of, and subject to, the occurrence of the Effective Date, except as otherwise provided in the Proposed Plan, each executory contract and unexpired lease of the Debtor not previously assumed, rejected, or assumed and assigned by the Debtor during the Chapter 11 Case shall be deemed automatically rejected unless such executory contract or unexpired lease (i) is listed on the Schedule of Assumed and Assigned Contracts or, (ii) as of the Effective Date, is the subject of a pending motion to assume, reject, or assume and assign such executory contract or unexpired lease. *See* Proposed Plan Art. VIII.

71. To ensure that counterparties to executory contracts and unexpired leases to be assumed and assigned to the Liquidation Trust pursuant to the Proposed Plan receive notice of the Cure Amount associated with their executory contract or unexpired lease and the potential default treatment of their executory contract or unexpired lease under the Proposed Plan, the Debtor proposes to file and serve on parties to executory contracts or unexpired leases to be assumed or assumed and assigned, notices of assumption and assignment of the Assumed and Assigned Contracts, at least fourteen (14) calendar days before the deadline set to file objections to confirmation of the Proposed Plan, substantially in the form attached as **Exhibit 8** to the Proposed Order.

72. Any objection by a counterparty to an executory contract or unexpired lease to the proposed assumption, assumption and assignment, or related Cure Amount must be filed and served within fourteen (14) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Court. The Debtor requests that any objections to the Debtor's proposed Cure Amounts or assumption of executory contracts and unexpired leases under the Plan (i) be in writing, (ii) conform to the applicable Bankruptcy Rules and the Bankruptcy Local Rules, (iii) set forth the name of the objecting party, the basis for the objection,

and the specific grounds thereof, and (iv) be filed with the Court and served by the deadline set forth in such notice.

73. The Debtor respectfully submits that the foregoing procedures, including the procedures set forth in Article VIII of the Proposed Plan (collectively, the "Cure Procedures"), are appropriate under the circumstances and should be approved.

H. The Voting Deadline.

74. Bankruptcy Rule 3017(c) provides that, "[o]n or before approval of [a] disclosure statement, the court shall fix a time within which the holders of claims may accept or reject [a] plan." Fed. R. Bankr. P. 3017(c). The Debtor anticipates completing substantially all mailing of the Solicitation Packages by the Solicitation Date. Based on such schedule, the Debtor proposes that, to be counted as a vote to accept or reject the Proposed Plan, each Ballot must be properly executed, completed, and delivered to the Solicitation Agent: (i) by first-class mail (whether in the return envelope provided with each Ballot or otherwise), (ii) by overnight courier, (iii) by hand delivery, or (iv) electronically submitted via the E-Ballot Portal (as defined below), in accordance with the instructions set forth on the Ballot, so that it is actually received by the Solicitation Agent no later than **October 19, 2026, at 5:00 p.m. (prevailing Eastern Time)** (the "Voting Deadline"). The Debtor submits that the proposed solicitation period is a sufficient period within which claimants can make an informed decision as to whether to accept or reject the Proposed Plan.

75. In addition to accepting hard copy Ballots via first class mail, overnight courier, and hand delivery, the Debtor requests authorization to accept Ballots from holders of Claims in the Voting Classes through the customized online balloting portal located on the Debtor's Case Website to be maintained by the Solicitation Agent (the "E-Ballot Portal"). Parties entitled to vote may cast an electronic Ballot and electronically sign and submit their Ballot

instantly by using the E-Ballot Portal (which allows a holder to submit an electronic signature). If applicable, instructions for the electronic, online transmission of Ballots will be set forth on the forms of Ballots. For the avoidance of doubt, each completed Class 5 Talc Claims Master Ballot and Class 5 Talc Claims Master Ballot Exhibit should be returned via the E-Ballot Portal.

I. Tabulation Procedures.

1) Voting Certification

76. No later than **October 24, 2026, at 5:00 p.m. (prevailing Eastern Time)** the Solicitation Agent will file with the Court a written certification (the "Voting Certification") of the amount and number (as applicable) of Allowed Claims in the Voting Classes that vote to accept or reject the Plan.

77. The Debtor submits the foregoing procedures provide for a fair and equitable voting process are consistent with section 1126 of the Bankruptcy Code and should be approved by the Court.

2) General Tabulation Procedures

78. In addition, the Debtor requests that the following procedures apply with respect to tabulating Ballots:

a. If a holder of a Claim casts more than one Ballot voting the same Claim(s) before the Voting Deadline, the last dated valid Ballot received on or before the Voting Deadline shall be deemed to reflect the voter's intent, and thus, to supersede any prior Ballot.

b. If a holder of a Claim casts a Ballot that is properly completed, executed, and timely returned to the Solicitation Agent, but does not indicate either an acceptance or rejection of the Proposed Plan, the Ballot will not be counted.

c. If a holder of a Claim casts a Ballot that is properly completed, executed, and timely returned to the Solicitation Agent, but indicates both an acceptance and a rejection of the Proposed Plan, the Ballot will not be counted.

d. A holder of a Claim shall be deemed to have voted the full amount of its Claim in each Class and shall not be entitled to split its vote within a particular Class. Any Ballot that partially accepts and partially rejects the Proposed Plan will not be counted.

e. If a holder of a Claim casts ballots received by the Solicitation Agent on the same day, but which are voted inconsistently, such Ballots will not be counted.

f. The following Ballots shall not be counted:

i. any Ballot received after the Voting Deadline, unless the Debtor has granted, or the Court shall have ordered, an extension of the Voting Deadline in writing with respect to such Ballot;

ii. any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;

iii. any Ballot cast by a person or entity that does not hold a Claim in a Voting Class as of the Voting Record Date;

iv. any Ballot cast by a person who is not entitled to vote, even if such individual holds a Claim in a Voting Class;

v. any unsigned Ballot; *provided*, that any Ballot cast via the E-Ballot Portal will be deemed to contain an electronic signature;

vi. any Ballot which the Court determines, after notice and a hearing, that such vote was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code; or

vii. any Ballot transmitted to the Solicitation Agent by means not specifically approved herein.

g. If a Ballot is being signed by a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested by the Solicitation Agent, the Debtor, or the Court, must submit proper evidence to the requesting party to so act on behalf of such holder. In addition, authorized signatories should provide their name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

h. If a party that is entitled to vote has more than one Claim within the same Class against the Debtor based upon different transactions, the Debtor proposes that said party shall be entitled to one (1) vote for numerosity purposes in the aggregate dollar amount of all of said Claims, and the votes related to such Claims shall be treated as a single vote to accept or reject the

Proposed Plan, *provided*, that all such Claims must be voted to accept or reject the Proposed Plan. Such Claims that are voted in part to accept and in part to reject the Proposed Plan will be invalidated in their entirety.

i. The Debtor, subject to any further order of the Court, may waive any defects or irregularities as to any particular Ballot at any time, either before or after the close of voting, and any such waivers shall be documented in the Voting Certification.

j. Neither the Debtor, nor any other entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Certification, nor will any of them incur any liability for failure to provide such notification.

k. Unless waived by the Debtor, subject to further order of the Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted.

l. Any person or entity that delivers a valid Ballot may withdraw his, her, or its vote by delivering a written notice of withdrawal to the Solicitation Agent before the Voting Deadline. To be valid, the notice of withdrawal must (i) be signed by the person who signed the Ballot to be revoked and (ii) be received by the Solicitation Agent on or before the Voting Deadline. The Debtor reserves the rights to contest any withdrawals.

m. The Debtor is authorized to enter into stipulations or other agreements with the holder of any Claim or Interest agreeing to the amount of a Claim or Interest for voting purposes.

79. The Debtor proposes that any Class that contains Claims entitled to vote but for which no valid votes are returned be deemed to have accepted the Proposed Plan.

80. With respect to transfers of Claims filed pursuant to Bankruptcy Rule 3001, the Debtor proposes that the holder of a Claim as of the Voting Record Date that is the transferee of such Claim shall be entitled to cast the Ballot with respect to that Claim if: (i) all actions necessary to transfer such Claim are completed by the Voting Record Date; or (ii) the transferee files by the Voting Record Date (a) all documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (b) a sworn statement of the transferor supporting the validity of the transfer.

1) Class 5 Talc Claims Ballot Tabulation Procedures

81. In addition to the foregoing generally applicable voting and ballot tabulation procedures, the following procedures shall apply to holders of Talc Claims:

a. Subject to the procedures set forth in subparagraph (e) below, each holder of a Talc Claim will have a single vote on the Proposed Plan in Class 5 (Talc Claims) and such Talc Claim shall be allowed for plan voting and tabulation purposes in accordance with the following: (i) for Direct Talc Claims, only in an amount based upon the type of disease that forms the basis for such holder's asserted Talc Claim and (ii) for Indirect Talc Claims, in the amount of $[100.00]. For each holder of a Direct Talc Claim, only one (1) disease category may be selected on a Ballot for each such holder and, in the event more than one (1) disease category is selected by or on behalf of such holder of a Direct Talc Claim, only the selected disease category with the highest dollar value will be counted for voting purposes.

b. In the event a Ballot fails to indicate the disease category of a holder of a Direct Talc Claim, the vote of the holder of such Talc Claim shall be counted and valued for purposes of voting on the Proposed Plan as an "Other Disease Claim."

c. Ballots received by the Solicitation Agent that list a disease that does not exactly correspond to the disease levels set forth in the Ballots will be designated and valued as an "Other Disease Claim."

d. Any holder of a Talc Claim who wishes to vote its Claim in an amount greater than the applicable amount prescribed above must file a Rule 3018 Motion by the Rule 3018(a) Motion Deadline requesting temporary allowance of such Talc Claim for voting purposes in an amount greater than the applicable amount prescribed above.

e. No vote in favor of or against the Proposed Plan by or on behalf of a holder of a Talc Claim shall be counted by the Solicitation Agent unless the Ballot reflecting such vote is timely submitted to the Solicitation Agent with the written certifications contained on the Ballot.

i. **Certification for Class 5 Talc Claims Claimholder Ballots**. Class 5 Talc Claims Claimholder Ballots voted by, or on behalf of, a holder of a Talc Claim shall contain an acknowledgement and certification, inter alia, that (a) the person signing the Class 5 Talc Claims Claimholder Ballot has received the documents included in the Solicitation Package; and (b) to the best of his or her knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, (1) the person signing the Class 5 Talc Claims Claimholder Ballot holds a Talc Claim (as defined in the Proposed

Plan) against the Debtor or is an agent authorized to submit the Class 5 Talc Claims Claimholder Ballot on behalf of such holder; and (2) for Direct Talc Claims, the talc-related disease attributed to such Talc Claim is the disease category designated on the Class 5 Talc Claims Claimholder Ballot, based on medical records or similar documentation regarding the person who has or had such disease.

ii. **Certification for Class 5 Talc Claims Master Ballots**. Class 5 Talc Claims Master Ballots voted on behalf of holders of Direct Talc Claims shall contain an acknowledgement and certification, inter alia, that (a) the attorney signing the Master Ballot has received the documents included in the Solicitation Package; (b) the attorney signing the Master Ballot is authorized under applicable law by each of the holders of Talc Claims listed on the exhibit accompanying the Master Ballot to vote on behalf of such holders; and (c) to the best of such attorney's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, (1) each claimant identified on such exhibit has a Talc Claim against the Debtor; and (2) the talc-related disease attributed to such Talc Claim is the disease category designated on the Class 5 Talc Claims Master Ballot, based on medical records or similar documentation regarding the person who has or had such disease.

f. Attorneys who represent individual holders of Direct Talc Claims shall be permitted to cast Class 5 Talc Claims Master Ballots for such holders, but only to the extent such attorneys have the authority under applicable law to do so, and so certify in the manner set forth herein and on the Class 5 Talc Claims Master Ballots respecting such Talc Claims. Each attorney voting on behalf of the individuals he or she represents who hold Talc Claims shall complete a Class 5 Talc Claims Master Ballot, which will set forth the votes cast by such attorney on behalf of any such clients.

g. The Class 5 Talc Claims Master Ballot shall contain the following options for voting, one of which shall be marked by the attorney:

i. "All Class 5 (Talc Claims) listed on the Class 5 Talc Claims Master Ballot Exhibit ACCEPT / VOTE IN FAVOR OF the Proposed Plan."

ii. "All Class 5 (Talc Claims) listed on the Class 5 Talc Claims Master Ballot Exhibit REJECT / VOTE AGAINST the Proposed Plan."

iii. "Some of the individuals listed on the Class 5 Talc Claims Master Ballot Exhibit ACCEPT / VOTE IN FAVOR OF the Proposed Plan while other individuals listed on such Exhibit REJECT / VOTE AGAINST the Proposed Plan."

h. The attorney completing the Class 5 Talc Claims Master Ballot also will have to complete the summary of votes on the Proposed Plan for each disease category of Talc Claims for which the attorney is voting on the Proposed Plan substantially in the form set forth in **Exhibit 4** to the Proposed Order.

i. If the attorney is unable to make such certifications on behalf of any holder of a Talc Claim whom he or she represents, the attorney shall not cast a vote on behalf of such claimant; rather, the attorney must timely send to the Solicitation Agent the information relating to the name and address of the claimant, so the Solicitation Agent can solicit such claimant directly. The attorney must provide the Solicitation Agent with the aforementioned information by emailing vanderbiltinfo@veritaglobal.com for each of the attorney's clients for whom he or she may not vote in accordance with these procedures.

j. Each attorney completing a Class 5 Talc Claims Master Ballot shall prepare a spreadsheet in the form shown on the Class 5 Talc Claims Master Ballot. This spreadsheet will become an exhibit to the Class 5 Talc Claims Master Ballot and must clearly identify the attorney's law firm on each page and list in separate columns the following information for each holder of a Talc Claim on whose behalf the attorney is voting: (a) the last name of the claimant; (b) the first name of the claimant; (c) the last 4 digits of the Social Security Number of the claimant (if a claimant has not been issued a Social Security Number, the attorney must check the appropriate box); (d) the birth date of the claimant; (e) the disease level of the claimant; and (f) whether the claimant votes to ACCEPT (vote in favor of) or to REJECT (vote against) the Proposed Plan. A Class 5 Talc Claims Master Ballot that does not contain the aforementioned information may be deemed defective and not accepted by the Debtor for voting purposes on the Proposed Plan.

k. The entire spreadsheet must be submitted with the Class 5 Talc Claims Master Ballot through the E-Ballot Portal, which can be accessed by clicking the "Submit Electronic Ballot (E-Ballot)" link on the Case Website.

l. If there is a conflict between the information reflected in the summary table described in subparagraph (h) and the information reflected on the spreadsheet described in subparagraph (j), the information reflected on the spreadsheet will control and be used for tabulation purposes.

m. If a Ballot is signed by a trustee, executor, guardian, attorney-in-fact, officer of a corporation, or any other entity acting in a fiduciary or representative capacity, the signatory must indicate such capacity when signing. The authority of the signatory of each Ballot to complete and execute the Ballot shall be presumed, but by executing a Ballot, each signatory certifies that he or she has such authority, and shall provide evidence of such authority upon request of the Solicitation Agent.

n. A vote cast on a Ballot with respect to Talc Claims will not be counted if any of the following applies to such Ballot or any particular vote on any Ballot:

i. The Ballot is submitted by or on behalf of a Person or Entity that does not hold a Talc Claim as of the Voting Record Date.

ii. If a Ballot is submitted by a claimant directly to the Solicitation Agent and the same claimant is also included in a Class 5 Talc Claims Master Ballot, the Ballot submitted by the claimant will be counted and will supersede any vote returned in a Class 5 Talc Claims Master Ballot on behalf of that claimant.

iii. If multiple Ballots are received on account of the same holder on the same Talc Claim, but are submitted by different attorneys or agents, the holder's vote will be counted only once and only if the votes on each Ballot are consistent **(with the vote on the last properly completed, dated, Ballot received to be counted and supersede any prior received Ballot(s)).** If the votes are not consistent, the Solicitation Agent may, but is not obligated to, contact the relevant attorneys or agents, with notice of such communication to counsel to the Debtor, and request that the attorneys or agents coordinate with each other to resolve the conflicting representation, and for the appropriate attorney or agent to send an email to the Solicitation Agent, copying all affected attorneys and the Debtor confirming such resolution. If representation of the holder of the Claim is not resolved before the earlier of (a) ten (10) calendar days from the notice of the conflict as provided by the Solicitation Agent or (b) the Voting Deadline, such votes shall not be counted.

iv. The Ballot is submitted to a Person or Entity other than the Solicitation Agent.

v. The Ballot is not actually received by the Solicitation Agent by the Voting Deadline, unless the Debtor shall have granted in writing an extension of the Voting Deadline with respect to such Ballot (or vote), or the Court shall have granted such an extension.

vi. The Ballot is returned to the Solicitation Agent indicating a vote on the Proposed Plan but is unsigned; *provided*, for the avoidance of doubt, a signature contained in any Ballot submitted via the E-Ballot Portal will be deemed to be an original signature.

vii. The Ballot is illegible or contains insufficient information to permit the identification of the claimant.

viii. The Class 5 Talc Claims Master Ballot and Class 5 Talc Claims Master Ballot Exhibit is transmitted to the Solicitation Agent by any means beyond what is authorized.

ix. The Ballot is submitted in a form that is not the appropriate Ballot for such Claim.

x. A Ballot or a vote on a Class 5 Talc Claims Master Ballot is returned to the Solicitation Agent: (a) indicating neither acceptance nor rejection of the Proposed Plan; (b) indicating both acceptance and rejection of the Proposed Plan; or (c) indicating partial rejection and partial acceptance of the Proposed Plan.

xi. The Ballot is not completed (including, without limitation, (a) a Class 5 Talc Claims Master Ballot on which the attorney fails to make the required certification, (b) a Ballot submitted by a holder of a Direct Talc Claim that does not provide the last four digits of the claimant's Social Security Number or have the appropriate box checked indicating that such claimant has not been issued a Social Security Number, or (c) a Ballot submitted by a holder of a Direct Talc Claim that does not provide the date of birth of the claimant).

82. To assist in the solicitation process, the Debtor requests that the Court grant the Solicitation Agent the authority to contact parties that submit incomplete or otherwise deficient Ballots to make a reasonable effort to cure such deficiencies; *provided, however*, the Solicitation Agent is not obligated to do so.

Confirmation

A. The Confirmation Hearing.

83. Bankruptcy Rule 3017(c) provides that, "[o]n or before approval of the disclosure statement, the court shall . . . fix a date for the hearing on confirmation" of a debtor's chapter 11 plan. Fed. R. Bankr. P. 3017(c). Pursuant to Bankruptcy Rule 2002(b), creditors must receive at least twenty-eight (28) days' notice of a confirmation hearing. In accordance with these rules, and in view of the Debtor's proposed solicitation schedule outlined herein, the Debtor requests that the Confirmation Hearing be scheduled for on or around **November 16, 2026**, or on such date and time as is convenient to the Court. The Confirmation Hearing may be adjourned or continued from time to time by the Court or the Debtor without further notice other than adjournments announced in open court or as indicated in any notice of agenda of matters scheduled

for hearing filed with the Court. The Debtor requests the Court find that the proposed date for the Confirmation Hearing is in compliance with the Bankruptcy Rules and the Bankruptcy Local Rules and will enable the Debtor to pursue confirmation of the Proposed Plan in a timely fashion.

B. Objection Procedures.

84. Pursuant to Bankruptcy Rule 3020(b)(1), objections to confirmation of a plan must be filed and served "within a time fixed by the court." Fed. R. Bankr. P. 3020(b)(1). Bankruptcy Rule 2002(b) provides that parties must receive at least twenty-eight (28) days' notice of the deadline for filing objections to confirmation. In accordance with these rules, and in view of the Debtor's proposed solicitation schedule outlined herein, the Debtor proposes **October 26, 2026, at 5:00 p.m. (prevailing Eastern Time)** as the deadline to object or respond to confirmation of the Proposed Plan (the "Plan Objection Deadline").

85. The Debtor requests that objections and responses, if any, to confirmation of the Proposed Plan: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtor's estate or property; (iv) provide the basis for the objection and the specific grounds thereof; and (v) be filed, together with proof of service.

86. Any objection or response is required to be served upon and received by the Notice Parties no later than the Plan Objection Deadline. Pursuant to Bankruptcy Rule 3020(b), "[i]f no objection is timely filed, the [C]ourt may determine that the plan has been proposed in good faith and not by any means forbidden by law without receiving evidence on such issues." Fed. R. Bankr. P. 3020(b)(2).

87. The Debtor submits that, if there are objections to confirmation, it will assist the Court and may streamline the Confirmation Hearing if the Debtor replies to any such objections

and is authorized to file such reply by **November 9, 2026, at 5:00 p.m. (prevailing Eastern Time)** (the "Reply Deadline").

88. The Debtor also requests that the Court authorize it to file and serve the proposed order confirming the Proposed Plan by **September 28, 2026, at 5:00 p.m. (prevailing Eastern Time)**, the Voting Certification by **October 24, 2026, at 5:00 p.m. (prevailing Eastern Time)**, and their brief in support of confirmation of the Proposed Plan and any affidavits or declarations in support of confirmation of the Proposed Plan, in each case, by the Reply Deadline. In addition, the Debtor requests any party in interest be permitted to file and serve a statement in support of confirmation of the Proposed Plan and/or reply to any objection to confirmation of the Proposed Plan by the Reply Deadline.

89. The Debtor respectfully requests that the Court approve the procedures for filing objections to the Proposed Plan and replies thereto and find that such procedures comply with Bankruptcy Rules 2002, 3017, and 3020.

C. Confirmation Hearing Notice.

90. Pursuant to Bankruptcy Rule 3017(d), notice of a plan confirmation objection deadline and hearing must be provided to all creditors and equity security holders in accordance with Bankruptcy Rule 2002. Bankruptcy Rules 2002(b) and (d) require notice to all creditors and equity security holders of the time set for filing objections to, and the hearing to consider confirmation of a plan.

91. In accordance with the foregoing, by **no later than the Solicitation Date**, as a part of the Solicitation Packages, the Debtor proposes to provide to all applicable holders of Claims and Interests a copy of the Confirmation Hearing Notice setting forth (i) the Voting Deadline, (ii) the Plan Objection Deadline and procedures for filing objections and responses to confirmation of the Proposed Plan, and (iii) the time, date, and place for the Confirmation Hearing.

In addition, Bankruptcy Rule 2002(l) permits the Court to "order notice by publication if it finds that notice by mail is impracticable or that it is desirable to supplement notice." Fed. R. Bankr. P. 2002(l). The Debtor proposes to publish the Confirmation Hearing Publication Notice, substantially in the form attached as **Exhibit 2** to the Proposed Order, once in the national edition of *The Wall Street Journal*, once in the *Hartford Courant* and the *Gouverneur Press Tribune*, once in the *Pit & Quarry* weekly newsletter, and in any other publications the Debtor deems appropriate, within five (5) business days (or as soon reasonably practicable) of entry of the Proposed Order. In addition, with respect to all entities who are party to active litigation with the Debtor, the Debtor shall cause the Confirmation Hearing Publication Notice, substantially in the form attached as **Exhibit 2** to the Proposed Order, to be filed on the docket of each underlying litigation in which the Debtor is a party.

92. The Debtor submits the foregoing procedures comply with the notice requirements under Bankruptcy Rules 3017(d) and 2002(b) and (d). Accordingly, the Debtor requests that the Court find that such notice is due and proper and no further notice is necessary.

Reservation of Rights

93. Nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or shall be construed or deemed to be: (i) an admission as to the amount of, basis for, or validity of any particular claim against the Debtor under the Bankruptcy Code or other applicable nonbankruptcy law; (ii) a waiver of the Debtor's or other party in interest's rights to dispute any claim on any grounds; (iii) a promise or requirement to pay any particular claim; (iv) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (v) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to

section 365 of the Bankruptcy Code; (vi) a waiver or limitation of any claims, causes of action or other rights of the Debtor or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law; or (vii) an admission as to the validity, priority, enforceability or perfection of any lien on (contractual, common law, statutory, or otherwise), security interest in, or other encumbrance on property of the Debtor's estate, and the Debtor expressly reserves its rights to contest the extent, validity, or perfection or seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtor's rights to subsequently dispute such claim.

Notice

94. Notice of this Motion will be provided to: (i) the U.S. Trustee; (ii) counsel to the Creditors' Committee; (iii) the IRS; (iv) the SEC; (v) the United States Attorney's Office for Northern District of New York; and (vi) any party that has requested or is required to receive notice pursuant to Bankruptcy Rule 2002. In addition, the Debtor will serve the Disclosure Statement Hearing Notice on each of the foregoing parties and on: (x) all parties identified on the Debtor's creditor matrix, including all persons or entities listed in the Debtor's schedules of assets and liabilities as holding liquidated, non-contingent, and undisputed Claims or who filed proofs of claim asserting Claims other than Talc Claims; (y) any known holders of any Talc Claims (or their counsel, as applicable); and (z) all known holders of equity interests in the Debtor. The Debtor respectfully submits that no further notice is required. No previous request for the relief sought herein has been made by the Debtor to this or any other court.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtor respectfully requests entry of the Proposed Order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

[Remainder of page intentionally left blank]

Dated: August 6, 2026
Syracuse, New York

Respectfully submitted,

/s/ Charles J. Sullivan

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Counsel for the Debtor and Debtor in Possession

Exhibit A

Proposed Order

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

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

ORDER (I) APPROVING PROPOSED DISCLOSURE STATEMENT AND THE FORM AND MANNER OF NOTICE OF HEARING THEREOF, (II) ESTABLISHING SOLICITATION AND VOTING PROCEDURES WITH RESPECT TO DEBTOR'S PROPOSED CHAPTER 11 PLAN, (III) SCHEDULING CONFIRMATION HEARING, (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR CONFIRMATION OF DEBTOR'S PROPOSED CHAPTER 11 PLAN; AND (V) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtor and debtor in possession (the "Debtor") in the above-captioned Chapter 11 Case, pursuant to sections 105, 502, 1125, 1126, and 1128 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 3003,

[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 herein but not otherwise defined have the meanings ascribed to such terms in the Motion.

3016, 3017, 3018, 3020, and 9006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") for entry of an order:

a. ***Disclosure Statement***. Approving the proposed disclosure statement [Docket No. 858] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "Proposed Disclosure Statement") for the *Chapter 11 Plan of Liquidation of Vanderbilt Minerals, LLC* [Docket No. 857] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "Proposed Plan")[3] as containing adequate information pursuant to section 1125 of the Bankruptcy Code;

b. ***Disclosure Statement Hearing and Notice***. Approving the form and manner of the notice of the hearing to consider approval of the Proposed Disclosure Statement (the "Disclosure Statement Hearing"), a copy of which is attached to the Motion as **Exhibit B** (the "Disclosure Statement Hearing Notice");

c. ***Confirmation Hearing and Notice***. Approving (i) the form and manner of the notice of the hearing to consider confirmation of the Proposed Plan (the "Confirmation Hearing"), a copy of which is attached hereto as **Exhibit 1** (the "Confirmation Hearing Notice"), and (ii) the form and manner of the publication notice of the Confirmation Hearing, a copy of which is attached hereto as **Exhibit 2** (the "Confirmation Hearing Publication Notice");

d. ***Solicitation and Voting Procedures***. Approving the procedures for (i) soliciting, submitting, and tabulating votes to accept or reject the Proposed Plan, (ii) voting to accept or reject the Proposed Plan, and (iii) filing objections to confirmation of the Proposed Plan (the "Solicitation and Voting Procedures");

e. ***Ballots***. Approving the forms of ballots for Claims in the Voting Classes (as defined below), substantially in the forms attached hereto as **Exhibit 3**, **Exhibit 4**, and **Exhibit 5** (the "Ballots");

f. ***Non-Voting Status Notices***. Approving (i) the form of notice applicable to holders of Claims and Interests that are Impaired under the Proposed Plan who are, pursuant to section 1126(g) of the Bankruptcy Code, deemed to reject the Proposed Plan, including with respect to holders of Interests in Class 6 (Interests), substantially in the form attached hereto as **Exhibit 6** (the "Notice of Non-Voting Status – Impaired Claims"); and (ii) the form of notice applicable to holders of Claims and Interests that are Unimpaired

[3] Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Proposed Plan.

under the Proposed Plan who are, pursuant to section 1126(f) of the Bankruptcy Code, presumed to have accepted the Proposed Plan, including with respect to holders of Claims in Class 1 (Other Priority Claims) and Class 2 (Secured Claims), substantially in the form attached hereto as **Exhibit 7** (the "Notice of Non-Voting Status – Unimpaired Claims" and together with the Notice of Non-Voting Status – Impaired Claims, the "Notices of Non-Voting Status" and each individually, a "Notice of Non-Voting Status");

g. ***Assumption and Assignment Notice***. Approving the form of notice to counterparties to executory contracts and unexpired leases to be assumed by the Liquidating Debtor (as defined in the Proposed Plan) and subsequently assigned to the Liquidation Trust established under the Proposed Plan (the "Assumption and Assignment Notice") substantially in the form attached hereto as **Exhibit 8**; and

h. ***Related Relief***. Granting related relief,

all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. § 1408; and this Court having found that the relief requested in the Motion is in the best interests of the Debtor's estate, its creditors, and other parties in interest; and this Court having found that the Debtor's notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and any opposition filed thereto and having heard the statements in support of the relief requested therein at any hearing on the Motion held before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at any Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is hereby:

FOUND AND DETERMINED THAT:

A. Notice of the Disclosure Statement Hearing. The procedures proposed in the Motion and subsequently followed by the Debtor regarding notice to all parties in interest of the time, date, and place of the Disclosure Statement Hearing and the deadline for filing objections to the Proposed Disclosure Statement and service of the Disclosure Statement Hearing Notice, provided due, proper, and adequate notice and comply with Bankruptcy Rules 2002, 3017, and 9006. No further notice is required.

B. The Disclosure Statement. The Proposed Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. No further information is necessary.

C. Balloting and Voting Procedures. The procedures set forth herein and in the Ballots for the solicitation and tabulation of votes to accept or reject the Proposed Plan provide for a fair and equitable process and are consistent with section 1126 of the Bankruptcy Code.

D. Ballots. The Ballots, substantially in the forms attached hereto as **Exhibit 3**, **Exhibit 4**, and **Exhibit 5**, including all voting instructions provided therein, are consistent with Official Form No. B 314, address the particular needs of the Chapter 11 Case, and provide adequate information and instructions for each individual entitled to vote to accept or reject the Proposed Plan. No further information or instructions are necessary with respect to the Ballots.

E. Parties Entitled to Vote. Pursuant to the Proposed Plan, holders of Claims in Class 3 (General Unsecured Claims), Class 4 (General Convenience Claims), and Class 5 (Talc Claims), the only classes entitled to vote, are entitled to vote on account of such Claims.

F. Parties Not Entitled to Vote. Pursuant to the Proposed Plan, holders of Claims in Class 1 (Other Priority Claims) and Class 2 (Secured Claims) are Unimpaired under the

Proposed Plan and, accordingly, presumed to accept the Proposed Plan and are not entitled to vote on account of such Claims, while holders of Interests in Class 6 (Interests) will not receive or retain any property under the Proposed Plan (collectively, the "Non-Voting Classes") and, accordingly, pursuant to section 1126(g) of the Bankruptcy Code, holders of such Interests are deemed to reject the Proposed Plan and are not entitled to vote on account of such Interests.

G. Notice of Non-Voting Status. The Notices of Non-Voting Status, substantially in the forms attached hereto as **Exhibit 6** and **Exhibit 7**, comply with the Bankruptcy Code, applicable Bankruptcy Rules, and applicable Bankruptcy Local Rules and, together with the Confirmation Hearing Notice, provide adequate notice to Non-Voting Claimants and Interest Holders of their non-voting status. No further notice is necessary.

H. Solicitation. The proposed distribution and contents of the Solicitation Packages and related procedures set forth in the Motion and herein comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties of the Voting Record Date, the Voting Deadline, the Plan Objection Deadline, the Confirmation Hearing, and all related matters.

I. Time for Voting. The period set forth by the Debtor in the Motion during which the Debtor may solicit votes to accept or reject the Proposed Plan and make elections with respect thereto is a reasonable and sufficient period of time for the holders of Claims in the Voting Classes to make an informed decision regarding whether to accept or reject the Proposed Plan, make elections with respect thereto, and timely return Ballots evidencing such decisions.

J. Notice of Confirmation Hearing and Plan Objection Deadline. The procedures set forth in the Motion regarding notice to all parties in interest of the time, date, and place of the Confirmation Hearing to consider confirmation of the Proposed Plan and for filing

objections or responses to the Proposed Plan, including, without limitation, the actual and constructive notice of the Confirmation Hearing provided by the Debtor to claimants and parties in interest provide due, proper, and adequate notice and comply with Bankruptcy Rules 2002 and 3017. No further notice is required.

K. Notice. All other notices to be provided pursuant to the procedures set forth in the Motion are good and sufficient notice to all parties in interest of all matters pertinent hereto and of all matters pertinent to the Confirmation Hearing. No further notice is required.

L. Relief is Warranted. The legal and factual bases set forth in the Motion establish just and sufficient cause to grant the relief requested therein.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

2. The Motion is GRANTED, as set forth herein.

I. Disclosure Statement.

3. The Proposed Disclosure Statement contains adequate information in accordance with section 1125 of the Bankruptcy Code and is approved (as approved, the "Disclosure Statement").

4. All objections, responses, statements, or comments, if any, in opposition to approval of the Proposed Disclosure Statement and/or any other relief requested in the Motion (including any objections on the record at the Disclosure Statement Hearing), that have not otherwise been withdrawn or resolved as provided for in the record of the Disclosure Statement Hearing are overruled in their entirety.

5. The form and manner of the notice of the hearing on the Proposed Disclosure Statement complied with all applicable Bankruptcy Rules and Bankruptcy Local Rules.

6. The Disclosure Statement (including all applicable exhibits and schedules thereto) provides sufficient notice of the injunction, exculpation, and release provisions contained in Article X of the Proposed Plan to all claimants, creditors, and other parties in interest in accordance with Bankruptcy Rule 3016(c).

II. Solicitation and Voting Procedures.

Temporary Allowance/Disallowance of Claims

7. A holder of a Claim in a Voting Class is **not** entitled to receive a ballot or vote to the extent that:

a. as of the Voting Record Date, such holder's Claim has been Disallowed, expunged, disqualified, or suspended;

b. other than with respect to any Talc Claims, such holder's Claim is filed in the amount of $0.00;

c. other than with respect to any Talc Claims, such holder's Claim is not listed in the Schedules, or such holder's Claim is scheduled as contingent, unliquidated, or disputed, in the amount of $0.00, or unknown, and a Proof of Claim was not (i) timely filed by the applicable Bar Date or (ii) deemed timely filed by an Order of the Court before the Voting Deadline (unless the Debtor has consented in writing); or

d. such holder's Claim is subject to an objection or request for estimation as of **September 28, 2026**, subject to the procedures set forth below.

8. A holder of an Allowed Claim in Class 3 (General Unsecured Claims) may irrevocably elect on the applicable Ballot to have their General Unsecured Claim treated as a Class 4 (General Convenience Claim) and vote to accept the Proposed Plan; *provided*, that if a holder's General Unsecured Claim exceeds the Convenience Claim Threshold, such holder's Claim shall be reduced to the Convenience Claim Threshold. Such election will be applicable to holders of Class 3 (General Unsecured Claims) who check the box on their Ballot accepting the Convenience Claim Election. Holders of Class 3 (General Unsecured Claims) who check the box under the Convenience Claim Election will not be entitled to additional distributions on account

of such General Unsecured Claims other than the treatment applicable to Class 4 (General Convenience Claims) and may not revoke their Convenience Claim Election. Holders of Class 3 (General Unsecured Claims) who accept the Convenience Claim Election must also accept the Plan, otherwise such Convenience Claim Election will be invalid; *provided*, however, that such claimant will still be entitled to receive a distribution as a holder of an Allowed Claim in Class 3 (General Unsecured Claims).

9. Solely for purposes of voting to accept or reject the Proposed Plan and not for the purpose of the allowance of, or distribution on account of, a Claim, and without prejudice to the rights of the Debtor in any other context, each Claim within the Voting Classes entitled to vote to accept or reject the Proposed Plan is temporarily allowed for voting purposes in an amount equal to the liquidated, non-contingent amount of such Claim set forth in the Schedules or timely filed Proof of Claim, as applicable, subject to the following exceptions:

a. As of the Voting Record Date, such creditors' Claim relates to a debt or obligation the Debtor has already paid or otherwise satisfied;

b. If a Claim is deemed Allowed under the Proposed Plan, such Claim is allowed for voting purposes in the deemed Allowed amount set forth in the Proposed Plan;

c. Any Talc Claim, regardless of whether such Talc Claim is marked as wholly or partially contingent or non-contingent, liquidated or unliquidated, disputed or undisputed, is accorded one (1) vote and valued in accordance with the following: (i) for Direct Talc Claims, only in an amount based upon the type of disease that forms the basis for such holder's asserted Talc Claim and (ii) for Indirect Talc Claims, in the amount of $[100.00], each as disclosed on the applicable Class 5 Talc Claims Master Ballot or Class 5 Talc Claims Claimholder Ballot, as designated by the claimant or its attorney for such Talc Claim, for voting purposes only with respect to the Plan, and not for purposes of allowance or distribution;

d. If a Claim, other than a Talc Claim, for which a Proof of Claim has been timely filed, is marked as wholly contingent, unliquidated, or disputed (based on the face of such Proof of Claim or as determined upon the review of the Claim and its supporting documentation by the Debtor or the Solicitation Agent), such claim shall be allowed for voting purposes only

with respect to the Plan, and not for purposes of allowance or distribution, one (1) vote at $1.00, unless such claim is disputed in the manner set forth in paragraph (m) below;

e. If a Claim, other than a Talc Claim, for which a Proof of Claim was timely filed, lists an amount that is partially unliquidated or contingent, such Claim shall be temporarily allowed for voting purposes only with respect to the Plan only in the liquidated, noncontingent amount set forth on the Proof of Claim, unless such Claim is disputed in the manner set forth in subparagraph (m) below;

f. If a Claim, other than a Talc Claim, for which a Proof of Claim was timely filed, lists an amount that is wholly liquidated, non-contingent, and undisputed such Claim is temporarily allowed for voting purposes only in the amount set forth on the Proof of Claim, unless such Claim is disputed as set forth in subparagraph (m) below;

g. If a Claim has been estimated or otherwise allowed for voting purposes by order of this Court, such Claim is temporarily allowed in the amount so estimated or allowed by this Court for voting purposes only;

h. If the voting amount of a Claim has been established by a stipulation, settlement, or other agreement with the Debtor, such Claim shall be allowed for voting purposes only with respect to the Plan, and not for purposes of allowance or distribution, in the stipulated, settled, or otherwise agreed-to amount;

i. Any claimant who has filed or purchased duplicate Claims within the same Class will be provided with only one (1) Solicitation Package (as defined below) and one (1) Ballot for voting a single Claim in such Class (based on the reasonable efforts of the Debtor), regardless of whether the Debtor has objected to such duplicate Claim;

j. Each entity that holds or has filed more than one (1) non-duplicative Claim within a particular Class shall be treated as if such entity has only one (1) Claim in such Class in the aggregate dollar amount of such Claims;

k. If a proof of claim has been amended by a later proof of claim that is timely filed, the later filed amending claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed claim shall be disallowed for voting purposes, regardless of whether the Debtor has objected to such amended claim, and except as otherwise ordered by the Court, any amendments to proofs of claim after the Voting Record Date shall not be considered for purposes of these tabulation rules;

l. If a Claim is filed in a currency other than U.S. Dollars and is not Allowed in a sum certain pursuant to the Plan, the holder of such Claim shall be entitled to vote a Claim in the amount of $1.00;

m. If the Debtor has filed an objection to or a request for estimation of a Claim on or before **September 28, 2026** (as such date may be extended by order of the Court) (each, a "Disputed Claim"), such Disputed Claim is temporarily disallowed for voting purposes, provided that if the Debtor's objection seeks to reclassify or reduce the allowed amount of such Claim, then such Claim is temporarily allowed for voting purposes in the reduced amount and/or as reclassified, except as may be otherwise ordered by this Court before the Voting Deadline.

10. All Talc Claims asserted against the Debtor as of the Petition Date shall be temporarily allowed solely for purposes of voting in Class 5 (Talc Claims) to accept or reject the Proposed Plan and not for any other purpose, in accordance with the following: (i) for Direct Talc Claims, only in an amount based upon the type of disease asserted by the claimant or its attorney and designated for such Talc Claim on the applicable Class 5 Talc Claims Claimholder Ballot or Class 5 Talc Claims Master Ballot and (ii) for Indirect Talc Claims, in the amount of $[100.00]. The temporary allowance of Talc Claims, and the values assigned to such Talc Claims therein pursuant to this Order shall not be used for any purpose other than to satisfy the voting requirements of section 1126(c) of the Bankruptcy Code. The values assigned to such Talc Claims in each Class 5 Talc Claims Master Ballot or Class 5 Talc Claims Claimholder Ballot, as applicable, shall be used for voting purposes only and shall not be binding on any party (including, without limitation, the Debtor, the holders of Talc Claims, and the Liquidation Trust), except for purposes of voting on the Plan.

11. If any claimant seeks to challenge the allowance of its Claim for voting purposes, including in response to an objection to its Claim, such claimant shall file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount (a "Rule 3018 Motion"). Any Rule 3018 Motion must be filed on or before **October 12, 2026, at 5:00 p.m. (prevailing Eastern Time)** (the "Rule 3018(a) Motion Deadline"). The Debtor and any party in interest will then have until **October 19, 2026,**

at 5:00 p.m. (prevailing Eastern Time) to file and serve a response to any Rule 3018 Motion. In accordance with Bankruptcy Rule 3018, any Ballot submitted by a claimant that files a Rule 3018 Motion will be counted solely in accordance with the tabulation procedures herein unless and until the underlying Claim is temporarily allowed by the Court for voting purposes in a different amount, after notice and a hearing.

12. Nothing in this Order shall affect or limit any party's rights to object to any Proof of Claim or Rule 3018 Motion.

13. Each claimant that votes to accept or reject the Proposed Plan is deemed to have voted the full amount of its Claim.

The Voting Record Date

14. The Voting Record Date shall be set as **September 14, 2026**. Only holders of Claims as of the Voting Record Date shall be entitled to vote to accept or reject the Proposed Plan.

15. The record holders of Claims shall be determined, as of the Voting Record Date, based upon the records of the Debtor and the Solicitation Agent. Accordingly, any notice of claim transfer received by the Debtor, the Solicitation Agent, or other similarly situated registrar after the Voting Record Date shall not be recognized for purposes of voting or receipt of the Proposed Plan confirmation materials.

16. With respect to transfers of Claims filed pursuant to Bankruptcy Rule 3001(e), the transferee shall be entitled to receive a Solicitation Package and, if the holder of such Claim is entitled to vote with respect to the Proposed Plan, cast a Ballot on account of such Claim only if: (i) all actions necessary to transfer such Claim are completed by the Voting Record Date; or (ii) the transferee files by the Voting Record Date (a) all documentation required by Bankruptcy Rule 3001(e) to evidence the transfer; and (b) a sworn statement of the transferor supporting the

validity of the transfer. In the event a Claim is transferred after the Voting Record Date, the transferee of such Claim shall be bound by any vote on the Proposed Plan made by the holder of such Claim as of the Voting Record Date.

Solicitation Packages

17. The Solicitation Packages are approved.

18. In accordance with Bankruptcy Rule 3017(d), the Debtor shall mail or cause to be mailed the Solicitation Packages no later than the date that is five (5) business days after the entry of this Order approving the Disclosure Statement (the "Solicitation Date") to (i) the U.S. Trustee, (ii) all attorneys known by the Debtor to represent holders of Direct Talc Claims, with such Solicitation Package containing a Class 5 Talc Claims Master Ballot; (iii) known holders of Talc Claims who filed a Proof of Claim and who the Debtor reasonably believes are not represented by counsel, with such Solicitation Package containing a Class 5 Talc Claims Claimholder Ballot; (iv) known holders of Indirect Talc Claims, with such Solicitation Package containing a Class 5 Talc Claims Claimholder Ballot; and (v) any known holders of Claims against the Debtor in the remaining Voting Classes that are entitled to vote as set forth below. Upon request, the Debtor shall also mail or cause to be mailed the Solicitation Packages within five (5) business days of receipt of such request to (x) holders of Talc Claims whose attorneys direct the Solicitation Agent to send a Solicitation Package directly to such holders, with such Solicitation Package containing a Class 5 Talc Claims Claimholder Ballot; and (y) any holder of a Talc Claim who requests a Solicitation Package, with such Solicitation Package containing a Class 5 Talc Claims Claimholder Ballot.

19. In accordance with Bankruptcy Rule 3017(d), the Solicitation Packages contain the following enclosures:

a. If the recipient is in Class 3 (General Unsecured Claims), Class 4 (General Convenience Claims), or Class 5 (Talc Claims), the only Voting Classes, and is entitled to vote on the Proposed Plan, (i) the Proposed Order (as entered by the Court and without exhibits), (ii) the Confirmation Hearing Notice, in substantially the form attached as **Exhibit 1** hereto, (iii) a USB flash drive containing a copy of the Disclosure Statement with all exhibits, including the Proposed Plan with its exhibits (to the extent such exhibits were filed with the Court before the distribution of the Solicitation Package), (iv) a Ballot for such holder, customized as appropriate, (v) a postage-prepaid, pre-addressed return envelope, (vi) a link to the Case Website containing the Proposed Plan and Disclosure Statement and (vii) any other materials ordered by the Court to be included as part of the Solicitation Package.

b. If the recipient is a Non-Voting Claimant or is not otherwise entitled to vote on the Proposed Plan, (i) the Confirmation Hearing Notice, (ii) the applicable Notice of Non-Voting Status, and (iii) a link to the Case Website containing the Proposed Plan and Disclosure Statement.

20. The Debtor is authorized to cause Solicitation Packages to be distributed to the attorneys of record for holders of Talc Claims entitled to vote on the Proposed Plan in lieu of serving a Solicitation Package on each individual holder. Holders of Talc Claims entitled to vote on the Plan shall have the ability to vote their Talc Claims in the event their attorney lacks or is otherwise unable to certify that it has the authority to vote on behalf of the claimant in question, or otherwise declines to exercise any such authority. Holders of Talc Claims entitled to vote on the Plan shall have the ability to request a Solicitation Package directly from the Solicitation Agent.

21. In the case of claimants whose Direct Talc Claims are voted by their attorney, such attorney must certify that it has the requisite authority under applicable law to vote on the Plan on behalf of the holders of each of the Talc Claims listed on the Master Ballot Exhibit:

i. "Option A Certification": With respect to each client identified on the Master Ballot Exhibit for whom "Option A Certification" is selected, if any, such client is represented by me, and I have collected and recorded the vote of such client through customary and accepted practices, or have been

authorized, consistent with applicable law, to procedurally cast such client's vote. I have complied with all terms, instructions, and conditions set forth in this Master Ballot and the Disclosure Statement. Each such client has indicated his or her affirmative consent with respect to such vote under applicable law.

ii. "Option B Certification": With respect to each client identified on the Master Ballot Exhibit for whom "Option B Certification" is selected, if any, such client is represented by me, and I have the authority under a power of attorney to vote to accept or reject the Proposed Plan on behalf of such client's Talc Claim for which a vote is cast on the Master Ballot Exhibit. I have completed this Master Ballot and the Master Ballot Exhibit in accordance with the power granted to me/my law firm, and I have complied with all terms, instructions and conditions set forth in this Master Ballot and the Disclosure Statement.

For the avoidance of doubt, any engagement letter upon which an attorney is relying to cast a vote on behalf of their client's Talc Claim must include language expressly granting a power of attorney to vote on behalf of such client's Talc Claim under applicable law. **No supporting documentation such as medical records should be included when submitting any documents, including a Ballot, to the Solicitation Agent.**

22. If the attorney is unable to make such certifications on behalf of any holder of a Talc Claim whom he or she represents, the attorney may not cast a vote on behalf of such holder and must timely send the names and addresses of its clients for whom he or she may not vote to the Solicitation Agent so that the votes of such holder may be solicited directly.

23. Any attorneys who elect to have the Solicitation Agent directly send Solicitation Packages for voting or informational purposes (without a Ballot) to any of their clients, must provide to the Solicitation Agent such clients' names and addresses, within ten (10) business days of the Solicitation Date, so that the Solicitation Agent may provide the appropriate Solicitation Packages to such clients.

24. Any Claim or Interest holder entitled to receive a copy of the Proposed Plan and the Disclosure Statement may request an electronic copy on a USB flash drive or by paper copy by contacting the Solicitation Agent in writing at Vanderbilt Minerals, LLC, c/o Verita Ballot Processing, 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245, or by submitting an inquiry via the Case Website at https://www.veritaglobal.net/vanderbilt/inquiry. Upon receipt of such request, the Solicitation Agent will provide such Claim or Interest holder with a USB flash drive or paper copy, as applicable, of the Proposed Plan and the Disclosure Statement at no cost to the Claim or Interest holder.

25. With respect to addressees from which Solicitation Packages are returned as undeliverable by the United States Postal Service, the Debtor is excused from mailing Solicitation Packages or any other materials related to voting or confirmation of Proposed Plan to those entities listed at such addresses, unless the Debtor is provided with accurate addresses for such entities before the Voting Deadline, and failure to mail Solicitation Packages or any other materials related to voting or confirmation of the Proposed Plan to such entities will not constitute inadequate notice of the Confirmation Hearing or the Voting Deadline and shall not constitute a violation of Bankruptcy Rule 3017.

26. The Debtor shall not be required to send Solicitation Packages to claimants that have Claims that have already been paid in full; *provided* that if, and to the extent that, any

such claimant would be entitled to receive a Solicitation Package for any other reason, then the Debtor shall send such claimant a Solicitation Package in accordance with the procedures set forth herein.

Ballots

27. The Ballots are approved.

28. The Voting Deadline is **October 19, 2026, at 5:00 p.m. (prevailing Eastern Time).**

29. Holders of Claims that are entitled to vote in the Voting Classes shall receive a Ballot substantially in the applicable form attached hereto as **Exhibit 3**, **Exhibit 4**, and/or **Exhibit 5**, which Ballot must be properly executed (electronically or manually), completed, and delivered to the Solicitation Agent by first-class mail, overnight courier, hand delivery, or the applicable online balloting portal, so that they are **actually received** by the Solicitation Agent no later than the Voting Deadline.

30. In addition to accepting paper Ballots from claimants entitled to vote, the Debtor is authorized to accept Ballots electronically for all claimants entitled to vote through online balloting portals located on the Case Website. Accordingly, all claimants entitled to vote are permitted to cast an electronic Ballot and electronically sign and submit their Ballot instantly by utilizing the applicable online balloting portal (which permits holders to submit electronic signatures). Instructions for the electronic online transmission of Ballots are set forth on the forms of Ballots attached hereto as **Exhibit 3**, **Exhibit 4**, and **Exhibit 5**. The encrypted data of the Ballots and audit trail created by an electronic submission shall become part of the record of any Ballot submitted and the claimant's electronic signature shall be deemed immediately legally valid and effective.

31. With respect to Ballots that will be sent to holders of Direct Talc Claims, the Debtor will cause the Solicitation Agent to distribute a single Solicitation Package containing a Talc Claim master ballot (the "Class 5 Talc Claims Master Ballot"), in substantially the form attached to this Order as **Exhibit 4**, upon each attorney known by the Debtor (based on the Debtor's books and records and any list furnished to the Debtor on or before the entry of this Order) to represent or potentially to represent persons who may hold or assert Talc Claims. The Debtor is also requesting that each such attorney who elects to have the Solicitation Agent directly send Solicitation Packages (for voting or informational purposes[4]) to his or her clients, submit to the Solicitation Agent the name and address for each such holder of Talc Claims within ten (10) business days of receiving the Solicitation Package by emailing vanderbiltinfo@veritaglobal.com; *provided*, that if such list contains more than twenty (20) such holders of Talc Claims, such information must be provided in electronic format.[5] Additionally, an attorney may choose to transmit Solicitation Packages to his or her clients directly. If an attorney chooses to do so, such attorney must, within ten (10) business days after the Solicitation Date, provide the Solicitation Agent with the required number of sets of materials to be sent to the attorney for the attorney to mail directly to its clients.

32. The Solicitation Agent will use commercially reasonable efforts to provide Solicitation Packages to the holders of Talc Claims in accordance with the following procedures: (i) all attorneys known by the Debtor to represent holders of Direct Talc Claims shall receive a Solicitation Package containing a Class 5 Talc Claims Master Ballot; (ii) holders of Talc Claims

[4] Solicitation Packages sent for informational purposes will not include a Ballot.

[5] An attorney may alternatively submit this information in hard copy via regular mail, overnight courier, or hand delivery to the Solicitation Agent at Vanderbilt Minerals, LLC, c/o Verita Ballot Processing, 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245 if the list contains information for twenty (20) or fewer clients.

whose attorneys direct the Solicitation Agent to send a Solicitation Package directly to such holders shall receive a Solicitation Package containing a Class 5 Talc Claims Claimholder Ballot within five (5) business days of receipt of such request from such attorneys (or as soon as reasonably practicable thereafter); (iii) known holders of Talc Claims who filed a Proof of Claim and who the Debtor reasonably believes are not represented by an attorney shall receive a Solicitation Package containing a Class 5 Talc Claims Claimholder Ballot; (iv) known holders of Indirect Talc Claims shall receive a Solicitation Package containing a Class 5 Talc Claims Claimholder Ballot; and (v) any holder of a Talc Claim who requests a Solicitation Package and Class 5 Talc Claims Claimholder Ballot shall receive such materials within five (5) business days of receipt of such written request (or as soon as reasonably practicable thereafter). In addition, any holder of a Talc Claim who is not represented by an attorney and/or does not receive a Solicitation Package may submit a Ballot through the online portal accessible on the Case Website.

33. The Debtor is authorized to make non-substantive changes to the Ballots and related documents without further order of the Court, including ministerial changes to correct typographical and grammatical errors, and to make conforming changes among the Ballots and any other materials in the Solicitation Packages prior to mailing.

Notices of Non-Voting Status

34. The Notices of Non-Voting Status are approved.

35. To the holders of Claims in Class 1 (Other Priority Claims) and Class 2 (Secured Claims), the Debtor shall send the Confirmation Hearing Notice and the Notice of Non-Voting Status – Unimpaired Claims, in substantially the form attached hereto as **Exhibit 7**, in lieu of a Solicitation Package. To the holders of Interests in Class 6 (Interests), the Debtor shall send the Confirmation Hearing Notice and the Notice of Non-Voting Status – Impaired, in substantially the form attached hereto as **Exhibit 6**, in lieu of a Solicitation Package.

Notices to Executory Contract and Unexpired Lease Counterparties

36. The Debtor is not required to distribute copies of the Proposed Plan or the Disclosure Statement to any party to an executory contract or unexpired lease who holds a Claim that is not Allowed, filed, or scheduled.

37. The Debtor shall serve each counterparty to an executory contract or unexpired lease to be assumed and assigned to the Liquidation Trust pursuant to the Proposed Plan an Assumption and Assignment Notice, substantially in the form attached hereto as **Exhibit 8**, at least fourteen (14) calendar days before the deadline set to file objections to confirmation of the Proposed Plan.

38. Any objection by a counterparty to an executory contract or unexpired lease to the proposed assumption, assumption and assignment, or related Cure Amount must be filed and served within fourteen (14) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Court. Any objections to the Debtor's proposed Cure Amounts or assumption of executory contracts and unexpired leases under the Plan must (i) be in writing, (ii) conform to the applicable Bankruptcy Rules and Bankruptcy Local Rules, (iii) set forth the name of the objecting party, the basis for the objection, and the specific grounds thereof, and (iv) be filed with the Court and served by the deadline set forth in such notice.

Tabulation Procedures

39. The following general tabulation procedures are approved:

a. If a holder of a Claim casts more than one Ballot voting the same Claim(s) before the Voting Deadline, the last dated valid Ballot received on or before the Voting Deadline shall be deemed to reflect the voter's intent, and thus, to supersede any prior Ballot.

b. If a holder of a Claim casts a Ballot that is properly completed, executed, and timely returned to the Solicitation Agent, but does not indicate either an acceptance or rejection of the Proposed Plan, the Ballot will not be counted.

c. If a holder of a Claim casts a Ballot that is properly completed, executed, and timely returned to the Solicitation Agent, but indicates both an acceptance and a rejection of the Proposed Plan, the Ballot will not be counted.

d. A holder of a Claim shall be deemed to have voted the full amount of its Claim in each Class and shall not be entitled to split its vote within a particular Class. Any Ballot that partially accepts and partially rejects the Proposed Plan will not be counted.

e. If a holder of a Claim casts ballots received by the Solicitation Agent on the same day, but which are voted inconsistently, such Ballots will not be counted.

f. The following Ballots shall not be counted:

i. any Ballot received after the Voting Deadline, unless the Debtor has granted, or the Court shall have ordered, an extension of the Voting Deadline in writing with respect to such Ballot;

ii. any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;

iii. any Ballot cast by a person or entity that does not hold a Claim in a Voting Class as of the Voting Record Date;

iv. any Ballot cast by a person who is not entitled to vote, even if such individual holds a Claim in a Voting Class;

v. any unsigned Ballot; *provided* that any Ballot cast via the E-Ballot Portal will be deemed to contain an electronic signature;

vi. any Ballot which the Court determines, after notice and a hearing, that such vote was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code; or

vii. any Ballot transmitted to the Solicitation Agent by means not specifically approved herein.

g. If a Ballot is being signed by a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested by the Solicitation Agent, the Debtor, or the Court, must submit proper evidence to the requesting party to so act on behalf of such holder. In addition, authorized signatories should provide their name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

h. If a party that is entitled to vote has more than one Claim within the same Class against the Debtor based upon different transactions, said party shall be entitled to one (1) vote for numerosity purposes in the aggregate dollar amount of all of said Claims, and the votes related to such Claims shall be treated as a single vote to accept or reject the Proposed Plan, provided that all such Claims must be voted to accept or reject the Proposed Plan. Such Claims that are voted in part to accept and in part to reject the Proposed Plan will be invalidated in their entirety.

i. The Debtor, subject to any further order of the Court, may waive any defects or irregularities as to any particular Ballot at any time, either before or after the close of voting, and any such waivers shall be documented in the Voting Certification.

j. Neither the Debtor, nor any other entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Certification, nor will any of them incur any liability for failure to provide such notification.

k. Unless waived by the Debtor, subject to further order of the Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted.

l. Any person or entity that delivers a valid Ballot may withdraw his, her, or its vote by delivering a written notice of withdrawal to the Solicitation Agent before the Voting Deadline. To be valid, the notice of withdrawal must (i) be signed by the person who signed the Ballot to be revoked and (ii) be received by the Solicitation Agent on or before the Voting Deadline. The Debtor reserves the rights to contest any withdrawals.

m. The Debtor is authorized to enter into stipulations or other agreements with the holder of any Claim or Interest agreeing to the amount of a Claim or Interest for voting purposes.

40. In addition to the foregoing generally applicable voting and ballot tabulation procedures, the following procedures shall apply to holders of Talc Claims:

a. Subject to the procedures set forth in subparagraph (e) below, each holder of a Talc Claim will have a single vote on the Proposed Plan in Class 5 (Talc Claims) and such Talc Claim shall be allowed for plan voting and tabulation purposes in accordance with the following: (i) for Direct Talc Claims, only in an amount based upon the type of disease that forms the basis for such holder's asserted Talc Claim and (ii) for Indirect Talc Claims, in the amount of $[100.00]. For each holder of a Direct Talc Claim, only one (1) disease category may be selected on a Ballot for each such holder and, in the event more than one (1) disease category is selected by or on behalf of such holder

of a Direct Talc Claim, only the selected disease category with the highest dollar value will be counted for voting purposes.

b. In the event a Ballot fails to indicate the disease category of a holder of a Direct Talc Claim, the vote of the holder of such Talc Claim shall be counted and valued for purposes of voting on the Proposed Plan as an "Other Disease Claim."

c. Ballots received by the Solicitation Agent that list a disease that does not exactly correspond to the disease levels set forth in the Ballots will be designated and valued as an "Other Disease Claim."

d. Any holder of a Talc Claim who wishes to vote its Claim in an amount greater than the applicable amount prescribed above must file a Rule 3018 Motion by the Rule 3018(a) Motion Deadline requesting temporary allowance of such Talc Claim for voting purposes in an amount greater than the applicable amount prescribed above.

e. No vote in favor of or against the Proposed Plan by or on behalf of a holder of a Talc Claim shall be counted by the Solicitation Agent unless the Ballot reflecting such vote is timely submitted to the Solicitation Agent with the written certifications contained on the Ballot.

i. **Certification for Class 5 Talc Claims Claimholder Ballots**. Class 5 Talc Claims Claimholder Ballots voted by, or on behalf of, a holder of a Talc Claim shall contain an acknowledgement and certification, inter alia, that (a) the person signing the Class 5 Talc Claims Claimholder Ballot has received the documents included in the Solicitation Package; and (b) to the best of his or her knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, (1) the person signing the Class 5 Talc Claims Claimholder Ballot holds a Talc Claim (as defined in the Proposed Plan) against the Debtor or is an agent authorized to submit the Class 5 Talc Claims Claimholder Ballot on behalf of such holder; and (2) for Direct Talc Claims, the talc-related disease attributed to such Talc Claim is the disease category designated on the Class 5 Talc Claims Claimholder Ballot, based on medical records or similar documentation regarding the person who has or had such disease.

ii. **Certification for Class 5 Talc Claims Master Ballots**. Class 5 Talc Claims Master Ballots voted on behalf of holders of Direct Talc Claims shall contain an acknowledgement and certification, inter alia, that (a) the attorney signing the Master Ballot has received the documents included in the Solicitation Package; (b) the attorney signing the Master Ballot is authorized under applicable law by each of the holders of Talc Claims listed on the exhibit accompanying the Master Ballot to vote on behalf of such holders; and (c) to the best

of such attorney's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, (1) each claimant identified on such exhibit has a Talc Claim against the Debtor; and (2) the talc-related disease attributed to such Talc Claim is the disease category designated on the Class 5 Talc Claims Master Ballot, based on medical records or similar documentation regarding the person who has or had such disease.

f. Attorneys who represent individual holders of Direct Talc Claims shall be permitted to cast Class 5 Talc Claims Master Ballots for such holders, but only to the extent such attorneys have the authority under applicable law to do so, and so certify in the manner set forth herein and on the Class 5 Talc Claims Master Ballots respecting such Talc Claims. Each attorney voting on behalf of the individuals he or she represents who hold Talc Claims shall complete a Class 5 Talc Claims Master Ballot, which will set forth the votes cast by such attorney on behalf of any such clients.

g. The Class 5 Talc Claims Master Ballot shall contain the following options for voting, one of which shall be marked by the attorney:

i. "All Class 5 (Talc Claims) listed on the Class 5 Talc Claims Master Ballot Exhibit ACCEPT / VOTE IN FAVOR OF the Proposed Plan."

ii. "All Class 5 (Talc Claims) listed on the Class 5 Talc Claims Master Ballot Exhibit REJECT / VOTE AGAINST the Proposed Plan."

iii. "Some of the individuals listed on the Class 5 Talc Claims Master Ballot Exhibit ACCEPT / VOTE IN FAVOR OF the Proposed Plan while other individuals listed on such Exhibit REJECT / VOTE AGAINST the Proposed Plan."

h. The attorney completing the Class 5 Talc Claims Master Ballot also will have to complete the summary of votes on the Proposed Plan for each disease category of Talc Claims for which the attorney is voting on the Proposed Plan substantially in the form set forth in **Exhibit 4** attached hereto.

i. If the attorney is unable to make such certifications on behalf of any holder of a Talc Claim whom he or she represents, the attorney shall not cast a vote on behalf of such claimant; rather, the attorney must timely send to the Solicitation Agent the information relating to the name and address of the claimant, so the Solicitation Agent can solicit such claimant directly. The attorney must provide the Solicitation Agent with the aforementioned information by emailing vanderbiltinfo@veritaglobal.com for each of the attorney's clients for whom he or she may not vote in accordance with these procedures.

j. Each attorney completing a Class 5 Talc Claims Master Ballot shall prepare a spreadsheet in the form shown on the Class 5 Talc Claims Master Ballot. This spreadsheet will become an exhibit to the Class 5 Talc Claims Master Ballot and must clearly identify the attorney's law firm on each page and list in separate columns the following information for each holder of a Talc Claim on whose behalf the attorney is voting: (a) the last name of the claimant; (b) the first name of the claimant; (c) the last 4 digits of the Social Security Number of the claimant (if a claimant has not been issued a Social Security Number, the attorney must check the appropriate box); (d) the birth date of the claimant; (e) the disease level of the claimant; and (f) whether the claimant votes to ACCEPT (vote in favor of) or to REJECT (vote against) the Proposed Plan. A Class 5 Talc Claims Master Ballot that does not contain the aforementioned information may be deemed defective and not accepted by the Debtor for voting purposes on the Proposed Plan.

k. The entire spreadsheet must be submitted with the Class 5 Talc Claims Master Ballot through the E-Ballot Portal, which can be accessed by clicking the "Submit Electronic Ballot (E-Ballot)" link on the Case Website.

l. If there is a conflict between the information reflected in the summary table described in subparagraph (h) and the information reflected on the spreadsheet described in subparagraph (j), the information reflected on the spreadsheet will control and be used for tabulation purposes.

m. If a Ballot is signed by a trustee, executor, guardian, attorney-in-fact, officer of a corporation, or any other entity acting in a fiduciary or representative capacity, the signatory must indicate such capacity when signing. The authority of the signatory of each Ballot to complete and execute the Ballot shall be presumed, but by executing a Ballot, each signatory certifies that he or she has such authority, and shall provide evidence of such authority upon request of the Solicitation Agent.

n. A vote cast on a Ballot with respect to Talc Claims will not be counted if any of the following applies to such Ballot or any particular vote on any Ballot:

i. The Ballot is submitted by or on behalf of a Person or Entity that does not hold a Talc Claim as of the Voting Record Date.

ii. If a Ballot is submitted by a claimant directly to the Solicitation Agent and the same claimant is also included in a Class 5 Talc Claims Master Ballot, the Ballot submitted by the claimant will be counted and will supersede any vote returned in a Class 5 Talc Claims Master Ballot on behalf of that claimant.

iii. If multiple Ballots are received on account of the same holder on the same Talc Claim, but are submitted by different attorneys or agents,

the holder's vote will be counted only once and only if the votes on each Ballot are consistent **(with the vote on the last properly completed, dated, Ballot received to be counted and supersede any prior received Ballot(s)).** If the votes are not consistent, the Solicitation Agent may, but is not obligated to, contact the relevant attorneys or agents, with notice of such communication to counsel to the Debtor, and request that the attorneys or agents coordinate with each other to resolve the conflicting representation, and for the appropriate attorney or agent to send an email to the Solicitation Agent, copying all affected attorneys and the Debtor confirming such resolution. If representation of the holder of the Claim is not resolved before the earlier of (a) ten (10) calendar days from the notice of the conflict as provided by the Solicitation Agent or (b) the Voting Deadline, such votes shall not be counted.

iv. The Ballot is submitted to a Person or Entity other than the Solicitation Agent.

v. The Ballot is not actually received by the Solicitation Agent by the Voting Deadline, unless the Debtor shall have granted in writing an extension of the Voting Deadline with respect to such Ballot (or vote), or the Court shall have granted such an extension.

vi. The Ballot is returned to the Solicitation Agent indicating a vote on the Proposed Plan but is unsigned; *provided*, for the avoidance of doubt, a signature contained in any Ballot submitted via the E-Ballot Portal will be deemed to be an original signature.

vii. The Ballot is illegible or contains insufficient information to permit the identification of the claimant.

viii. The Class 5 Talc Claims Master Ballot and Class 5 Talc Claims Master Ballot Exhibit is transmitted to the Solicitation Agent by any means beyond what is authorized.

ix. The Ballot is submitted in a form that is not the appropriate Ballot for such Claim.

x. A Ballot or a vote on a Class 5 Talc Claims Master Ballot is returned to the Solicitation Agent: (a) indicating neither acceptance nor rejection of the Proposed Plan; (b) indicating both acceptance and rejection of the Proposed Plan; or (c) indicating partial rejection and partial acceptance of the Proposed Plan.

xi. The Ballot is not completed (including, without limitation, (a) a Class 5 Talc Claims Master Ballot on which the attorney fails to make the required certification, (b) a Ballot submitted by a holder of a Direct Talc Claim that does not provide the last four digits of the

> claimant's Social Security Number or have the appropriate box checked indicating that such claimant has not been issued a Social Security Number, or (c) a Ballot submitted by a holder of a Direct Talc Claim that does not provide the date of birth of the claimant).

41. Any Class that contains Claims entitled to vote but for which no valid votes are returned shall be deemed to have accepted the Proposed Plan.

42. With respect to transfers of Claims filed pursuant to Bankruptcy Rule 3001, the holder of a Claim as of the Voting Record Date that is the transferee of such Claim shall be entitled to cast the Ballot with respect to that Claim if: (i) all actions necessary to transfer such Claim are completed by the Voting Record Date; or (ii) the transferee files by the Voting Record Date (a) all documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (b) a sworn statement of the transferor supporting the validity of the transfer.

43. To assist in the solicitation process, the Solicitation Agent may, but is not obligated to, contact parties that submit incomplete or otherwise deficient Ballots to make a reasonable effort to cure such deficiencies.

III. The Confirmation Hearing.

44. The Confirmation Hearing shall be held on **November 16, 2026, at 3:00 p.m. (prevailing Eastern Time)**; *provided*, that the Confirmation Hearing may be adjourned or continued from time to time by the Court or the Debtor without further notice other than adjournments announced in open court or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtor with the Court.

Plan Supplement

45. The Debtor is authorized to file and serve a supplement to the Proposed Plan on or before **September 28, 2026**. If the Voting Deadline is extended, the Debtor shall be

authorized to file the Plan Supplement by the date that is fourteen (14) days prior to the date of such extended Voting Deadline.

Objection Procedures

46. The Plan Objection Deadline shall be **October 26, 2026, at 5:00 p.m. (prevailing Eastern Time).**

47. Objections and responses, if any, to confirmation of the Proposed Plan, must: (i) be in writing, (ii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, (iii) set forth the name of the objecting party, the nature and amount of claims or interests held or asserted by the objecting party against the Debtor's estate or property, (iv) set forth the basis for the objection and the specific grounds therefor, and (v) be filed, together with proof of service.

48. Any objections or responses must also be served upon and received by the following Notice Parties by no later than the Plan Objection Deadline:

Co-Counsel to the Debtor Bond, Schoeneck & King, PLLC One Lincoln Center Syracuse, New York 13202 Attn: Charles J. Sullivan Grayson T. Walter Andrew S. Rivera Email: csullivan@bsk.com gwalter@bsk.com arivera@bsk.com Latham & Watkins LLP 1271 Avenue of the Americas New York, NY 10020 Attn: Ray C. Schrock George A. Davis Jamie L. Wine Anupama Yerramalli Email: ray.schrock@lw.com george.davis@lw.com jamie.wine@lw.com anu,yerramalli@lw.com Latham & Watkins LLP 10250 Constellation Blvd., Suite 1100 Los Angeles, CA 90067 Attn: Jeffrey E. Bjork Kimberly A. Posin Email: jeff.bjork@lw.com kim.posin@lw.com	***Office of the United States Trustee*** Office of the U.S. Trustee for the Northern District of New York 100 State Street, Suite 4230 Rochester, NY 14614 Attn: Erin P. Champion Email: erin.champion@usdoj.gov ***Co-Counsel to the Creditors' Committee*** Brown Rudnick LLP 7 Times Square New York, New York, 10036 Attn: David J. Molton Gerard T. Cicero Email: dmolton@brownrudnick.com gcicero@brownrudnick.com Caplin & Drysdale, Chartered 1200 New Hampshire Avenue NW, 8th Floor Washington, DC 20036 Attn: Kevin C. Maclay Todd E. Phillips Kevin M. Davis Email: kmaclay@capdale.com tphillips@capdale.com kdavis@capdale.com

49. Pursuant to Bankruptcy Rule 3020(b), if no objection is timely filed, the Court may determine that the Proposed Plan has been proposed in good faith and not by any means forbidden by law without receiving evidence on such issues.

50. Objections to confirmation of the Proposed Plan that are not timely filed, served, and actually received in the manner set forth above shall not be considered and shall be deemed overruled.

51. The Debtor is authorized to file and serve the proposed order confirming the Proposed Plan by **September 28, 2026, at 5:00 p.m. (prevailing Eastern Time)**, the Voting Certification by **October 24, 2026, at 5:00 p.m. (prevailing Eastern Time)**, and any replies or an omnibus reply to any objections along with their brief in support of confirmation of the Proposed Plan and any affidavits or declarations in support of confirmation of the Proposed Plan, in each case, by **November 9, 2026, at 5:00 p.m. (prevailing Eastern Time)** (the "Reply Deadline"). In addition, any party in interest may file and serve a statement in support of confirmation of the Proposed Plan and/or reply to any objections to confirmation of the Proposed Plan by the Reply Deadline. If the Confirmation Hearing is adjourned, the Reply Deadline shall be 12:00 p.m. (prevailing Eastern Time) on the date that is two (2) business days prior to the adjourned date of the Confirmation Hearing.

Confirmation Hearing Notice

52. The Confirmation Hearing Notice substantially in the form attached hereto as **Exhibit 1** is approved and provides due, proper and adequate notice, comports with due process and complies with Bankruptcy Rules 2002 and 3017.

53. The Debtor shall publish the Confirmation Hearing Publication Notice, substantially in the form attached hereto as **Exhibit 2**, once in the national edition of *The Wall Street Journal*, once in the *Hartford Courant* and the *Gouverneur Press Tribune*, once in the *Pit & Quarry* weekly newsletter, and in any other publications the Debtor deems appropriate, within five (5) business days (or as soon reasonably practicable) of entry of this Order.

54. The Debtor shall cause the Confirmation Hearing Publication Notice, substantially in the form attached hereto as **Exhibit 2**, to be filed on the docket of each underlying litigation in which the Debtor is a party.

55. Publication of the Confirmation Hearing Notice as set forth in this Order is reasonably calculated to provide notice to unknown creditors of the Confirmation Hearing and the Plan Objection Deadline and is hereby approved and no other or further notice shall be required.

IV. General.

56. The Debtor is authorized to make non-substantive changes to the Disclosure Statement, the Proposed Plan, the Ballots, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Proposed Plan, and any other materials in the Solicitation Packages prior to mailing.

57. The Debtor is authorized to take all steps necessary to carry out this Order.

58. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementations, interpretation, and/or enforcement of this Order.

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Exhibit 1

Form of Confirmation Hearing Notice

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

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

NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) ESTABLISHMENT OF SOLICITATION AND VOTING PROCEDURES WITH RESPECT TO DEBTOR'S PROPOSED CHAPTER 11 PLAN, (III) SCHEDULING OF CONFIRMATION HEARING, AND (IV) ESTABLISHMENT OF NOTICE AND OBJECTION PROCEDURES FOR CONFIRMATION OF DEBTOR'S PROPOSED CHAPTER 11 PLAN

PLEASE TAKE NOTICE THAT:

1. ***Approval of Disclosure Statement***. On [●], 2026, the United States Bankruptcy Court for the Northern District of New York (the "Bankruptcy Court") entered an order [Docket No. [●]] (the "Solicitation Procedures Order"), among other things: (i) approving the disclosure statement [Docket No. [●]] (together with all exhibits and schedules thereto and as may be amended, modified, or supplemented, the "Disclosure Statement") submitted by Vanderbilt Minerals, LLC, as debtor and debtor in possession in the above-captioned Chapter 11 Case (the "Debtor"), for the *Chapter 11 Plan of Liquidation of Vanderbilt Minerals, LLC* [Docket No. [●]] (together with all exhibits and schedules thereto and as may be amended, modified, or supplemented, the "Plan") as containing "adequate information" pursuant to section 1125 of title 11 of the United States Code (the "Bankruptcy Code"); (ii) establishing the Voting Deadline (as defined below) and other deadlines with respect to confirmation of the Plan; (iii) approving procedures for soliciting, submitting, tabulating votes on, and filing objections to, the Plan; and (iv) approving the forms and manner of certain notices in connection with confirmation of the Plan.[2]

2. ***Dates and Deadlines.*** Pursuant to the Solicitation Procedures Order, the Bankruptcy Court approved the following dates and deadlines with respect to the Plan:

Event	Proposed Date
Voting Record Date	September 14, 2026

[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 have the meaning ascribed to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

Deadline to file Claim Objections or Requests to Estimate Claims for Voting Purposes	September 28, 2026
Plan Supplement Filing Deadline	September 28, 2026
Deadline to File Proposed Confirmation Order	September 28, 2026
Deadline to Serve Assumption and Assignment Notices	October 12, 2026 (14 calendar days before Plan Objection Deadline)
Rule 3018 Motion Filing Deadline	October 12, 2026, at 5:00 p.m. (prevailing Eastern Time)
Deadline to Reply to 3018 Motion(s)	October 19, 2026, at 5:00 p.m. (prevailing Eastern Time)
Voting Deadline	October 19, 2026, at 5:00 p.m. (prevailing Eastern Time)
Deadline to File Voting Certification	October 24, 2026, at 5:00 p.m. (prevailing Eastern Time)
Cure Objection Deadline	October 26, 2026, at 5:00 p.m. (prevailing Eastern Time)
Plan Objection Deadline	October 26, 2026, at 5:00 p.m. (prevailing Eastern Time)
Deadline to File Replies to Plan Objections, Confirmation Brief, and Declarations in Support of Confirmation	November 9, 2026, at 5:00 p.m. (prevailing Eastern Time)
Confirmation Hearing	November 16, 2026, at 3:00 p.m. (prevailing Eastern Time)

3. ***Confirmation Hearing***. A hearing to consider confirmation of the Plan (the "Confirmation Hearing") will be held before the Honorable Chief Judge Wendy A. Kinsella, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Northern District of New York, James M. Hanley U.S. Courthouse and Federal Building, 100 South Clinton Street, Syracuse, NY 13261, on **November 16, 2026, at 3:00 p.m. (prevailing Eastern Time)**. The Confirmation Hearing may be adjourned from time to time without further notice to parties in interest other than by an announcement in the Bankruptcy Court of such adjournment on the date scheduled for the Confirmation Hearing or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtor with the Bankruptcy Court. The Debtor may modify the Plan, if necessary, prior to, during, or as a result of the Confirmation Hearing without further notice.

4. ***Voting Record Date***. Subject to the procedures set forth in the Solicitation Procedures Order, the following holders of Claims against the Debtor as of **September 14, 2026** (the "Voting Record Date") are entitled to vote on the Plan:

Class	Description
Class 3	General Unsecured Claims[3]
Class 4	General Convenience Claims[4]
Class 5	Talc Claims[5]

5. ***Voting Deadline***. All votes to accept or reject the Plan must be **actually received** by Kurtzman Carson Consultants, LLC d/b/a Verita Global, the Debtor's solicitation agent (the "Solicitation Agent"), by no later than **October 19, 2026, at 5:00 p.m. (prevailing Eastern Time)** (the "Voting Deadline"). Failure to follow the voting instructions included with your Ballot may disqualify your Ballot and your vote.

6. ***Optional Convenience Claim Election***. Holders of Claims in Class 3 General Unsecured Claims may irrevocably elect to have their Claim treated as a Claim in Class 4 General Convenience Claims and have such Claim valued at the lesser of (a) the Allowed amount of such

[3] "General Unsecured Claim" means a Claim against the Debtor that is not secured by a valid and enforceable Lien against property of the Debtor and that is not an Administrative Expense Claim, a Professional Fee Claim, a Priority Claim, a General Convenience Claim, or a Talc Claim.

[4] "General Convenience Claim" means any General Unsecured Claim as to which the holder of such Claim has made a Convenience Claim Election.

[5] "Talc Claim" means any Claim whether known or unknown, including with respect to any manner of bodily injury, death, sickness, disease or disease process, emotional distress, fear of cancer, medical monitoring or any other personal injuries or harms (whether physical, emotional or otherwise), for which the Debtor is alleged to be liable, directly or indirectly arising out of or relating to the presence of or exposure to talc or talc-containing products, including, without limitation: (i) any products previously mined, processed, milled, manufactured, sold and/or distributed by the Debtor or by any other entity for whose conduct the Debtor has liability or is alleged to have liability including any predecessors or alleged predecessors to the Debtor; (ii) any materials present at any premises owned, leased, occupied or operated by any entity for whose products, acts, omissions, business or operations the Debtor has, or is alleged to have, liability; or (iii) any talc alleged to contain asbestos or other constituent. Talc Claims include all such claims, whether: (a) in tort, contract, warranty, restitution, conspiracy, contribution, indemnity, guarantee, subrogation or any other theory of law, equity or admiralty; (b) seeking compensatory, special, economic, non-economic, punitive, exemplary, administrative or any other costs or damages; or (c) seeking any legal, equitable or other relief of any kind whatsoever, including, for the avoidance of doubt, any such claims assertable against the Debtor. Talc Claims also include any such claims that have been resolved or are subject to resolution pursuant to any agreement, or any such claims that are based on a judgment or verdict. The term "Talc Claim" includes, without limitation (i) all claims, debts, obligations, or liabilities for compensatory damages (such as, without limitation, loss of consortium, medical monitoring, personal or bodily injury, wrongful death, survivorship, proximate, consequential, general, and special damages) and punitive damages; and (ii) Indirect Talc Claims. Talc Claims do not include any claim by any present or former employee of a predecessor or Affiliate of the Debtor for benefits under a policy of workers' compensation insurance or for benefits under any state or federal workers' compensation statute or other statute providing compensation to an employee from an employer.

Claim and (b) the Convenience Claim Threshold (the "Convenience Claim Election"). To elect such treatment, a holder of a Class 3 General Unsecured Claim must affirmatively make such election on a timely received Ballot and vote to accept the Plan.

7. ***Parties in Interest Not Entitled to Vote***. Holders of Claims that are not classified under the Plan and Holders of Unimpaired Claims and/or Interests in Classes presumed to accept the Plan are not entitled to vote and will not receive a Ballot. In addition, holders of Impaired Claims in Classes deemed to reject the Plan are not entitled to vote and will not receive a Ballot.

8. ***Temporary Allowance of Claims for Voting.*** If you disagree with the amount set forth by the Debtor for your Claim in the Schedules, or if you have filed a proof of claim and disagree with either (i) the Debtor's objection to your Claim and believe that you should be entitled to vote on the Plan; or (ii) the Debtor's classification or request for estimation of your Claim and believe that you should be entitled to vote on the Plan in a different amount or Class, then you must serve on the parties identified in paragraph 9 below and file with the Bankruptcy Court a motion (a "Rule 3018 Motion") for an order pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") requesting temporary allowance of your Claim in a different amount or in a different class for purposes of voting to accept or reject the Plan. All Rule 3018 Motions must be filed on or before **October 12, 2026, at 5:00 p.m. (prevailing Eastern Time)**. The Debtor, or any other party in interest, shall have until no later than **October 19, 2026, at 5:00 p.m. (prevailing Eastern Time)** to file and serve any responses to any such Rule 3018 Motion. Rule 3018 Motions that are not timely filed and served in the manner set forth above shall not be considered.

9. ***Objections to Confirmation***. The deadline to object or respond to confirmation of the Plan is **October 26, 2026, at 5:00 p.m. (prevailing Eastern Time)** (the "Plan Objection Deadline"). Objections and responses, if any, to confirmation of the Plan, must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules for the Northern District of New York (the "Bankruptcy Local Rules"); (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtor's Estate or property; (iv) provide the basis for the objection and the specific grounds therefor, and provide proposed language that, if accepted and incorporated by the Debtor, would obviate such objection; and (v) be filed, together with proof of service, with the Bankruptcy Court. Any objections or responses must be served so that they are **actually received** by the following parties no later than the Plan Objection Deadline:

Co-Counsel to the Debtor Bond, Schoeneck & King, PLLC One Lincoln Center Syracuse, New York 13202 Attn: Charles J. Sullivan Grayson T. Walter Andrew S. Rivera Email: csullivan@bsk.com gwalter@bsk.com arivera@bsk.com Latham & Watkins LLP 1271 Avenue of the Americas New York, NY 10020 Attn: Ray C. Schrock George A. Davis Jamie L. Wine Anupama Yerramalli Email: ray.schrock@lw.com george.davis@lw.com jamie.wine@lw.com anu.yerramalli@lw.com Latham & Watkins LLP 10250 Constellation Blvd., Suite 1100 Los Angeles, CA 90067 Attn: Jeffrey E. Bjork Kimberly A. Posin Email: jeff.bjork@lw.com kim.posin@lw.com	***Office of the United States Trustee*** Office of the U.S. Trustee for the Northern District of New York 100 State Street, Suite 4230 Rochester, NY 14614 Attn: Erin P. Champion Email: erin.champion@usdoj.gov ***Co-Counsel to the Creditors' Committee*** Brown Rudnick LLP 7 Times Square New York, New York 10036 Attn: David J. Molton Gerard T. Cicero Email: dmolton@brownrudnick.com gcicero@brownrudnick.com Caplin & Drysdale, Chartered 1200 New Hampshire Avenue NW, 8th Floor Washington, DC 20036 Attn: Kevin C. Maclay Todd E. Phillips Kevin M. Davis Email: kmaclay@capdale.com tphillips@capdale.com kdavis@capdale.com

10. **IF ANY OBJECTION TO CONFIRMATION OF THE PLAN IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN AND MAY NOT BE HEARD AT THE CONFIRMATION HEARING.**

11. ***Additional Information.*** Any party in interest wishing to obtain information about the Solicitation and Voting Procedures or copies of the Disclosure Statement, the Solicitation Procedures Order, or the Plan, should contact the Debtor's Solicitation Agent by telephone, at (888) 733-1416 (U.S./Canada) or +1 (310) 751-2630 (International); in writing at Vanderbilt Minerals, LLC, c/o Verita Ballot Processing, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or interested parties may also review the Disclosure Statement, the Solicitation Procedures Order, and the Plan free of charge at https://www.veritaglobal.net/vanderbilt. In addition, the Disclosure Statement, the Solicitation

Procedures Order, and the Plan are on file with the Bankruptcy Court and may be reviewed by accessing the Bankruptcy Court's website: https://ecf.nynb.uscourts.gov. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website.

ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, INCLUDING INJUNCTIONS RELATED TO INSURANCE POLICIES AND CLAIMS. FOR YOUR CONVENIENCE, THESE PROVISIONS ARE SET FORTH ON EXHIBIT A HERETO. YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED.

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Dated: [●], 2026
Syracuse, New York

Respectfully submitted,

/s/ DRAFT

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Counsel for the Debtor and Debtor in Possession

EXHIBIT A

10.4 *Plan Injunction*.

(i) **Except as otherwise provided in this Plan (including, without limitation, Section 5.5 of this Plan) or in the Confirmation Order, as of the entry of the Confirmation Order but subject to the occurrence of the Effective Date, to the maximum extent permitted under applicable law, all holders of Claims or Interests (whether proof of such Claims or Interests has been filed or not and whether or not such holders vote in favor of, against or abstain from voting on this Plan or are presumed to have accepted or deemed to have rejected this Plan) and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and Affiliates, in their capacities as such, are (subject to the provisions of this Section) forever barred, estopped, and permanently enjoined after the entry of the Confirmation Order from, in relation to any Claim, Interest, or Cause of Action that will be or is treated, extinguished, exculpated, or released by this Plan or otherwise will be or is subject to this Plan: (a) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, or the Liquidating Trustee, as applicable, or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing parties mentioned in this subsection (a) or any property of any such transferee or successor; (b) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, or the Liquidating Trustee, as applicable, or the property of the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, or the Liquidating Trustee, as applicable, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing parties mentioned in this subsection (b) or any property of any such transferee or successor; (c) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against any of the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, the Liquidating Trustee, as applicable, or the property of the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, the Liquidating Trustee, as applicable, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (c) or any property of any such transferee or successor; (d) asserting any right of setoff, directly or indirectly, against any obligation due from the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, or the Liquidating Trustee, as applicable, or against the property or interests in property of the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, or the Liquidating Trustee, as applicable, except (1) as contemplated or Allowed by this Plan or (2) to the extent asserted in a timely filed proof of Claim or timely filed objection to the Confirmation of this Plan; and (e) acting or proceeding in any manner, in any place whatsoever, that does not conform to, does not comply with, or is inconsistent with the provisions of this Plan; *provided, however*, that nothing contained herein shall preclude such parties who have held, hold, or may hold Claims against or Interests in the Debtor or the**

Estate from exercising their rights, or obtaining benefits, pursuant to, and consistent with, the terms of this Plan and the Plan Documents.

(ii) **All Persons and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and Affiliates, in their capacities as such, holding Claims, Liens, Interests, charges, encumbrances, or other interests of any kind or nature whatsoever, including rights or Claims based on any successor or transferee liability, against the Debtor, the Liquidating Debtor, the Liquidation Trust, or the Assets transferred thereto (whether legal or equitable, secured or unsecured, matured or unmatured, contingent, or noncontingent, known or unknown), arising under or out of, in connection with, or in any way relating to the Debtor, the Liquidating Debtor, the Estate's Assets, the operation of the Estate's Assets prior to the Effective Date, or the Trust Formation Transactions, shall be forever barred, estopped, and permanently enjoined from taking any actions to interfere with the implementation or consummation of this Plan in relation to any Claim extinguished or released pursuant to this Plan.**

10.5 *Insurance Entity Injunction*

(i) **Purpose. To facilitate the Insurance Rights Transfer, protect the Liquidation Trust, and preserve its Insurance Rights, pursuant to the equitable jurisdiction and power of the Bankruptcy Court, the Bankruptcy Court shall issue the injunction set forth in this Section 10.5 of this Plan; *provided, however*, that the Insurance Entity Injunction is not issued for the benefit of any Insurance Company, and no Insurance Company is a third-party beneficiary of the Insurance Entity Injunction, except as otherwise specifically provided in any CIP Agreement or Insurance Settlement Agreement.**

(ii) **Terms Regarding Claims Against Insurance Companies. All Persons that have held or asserted, that hold or assert, or that may in the future hold or assert any Claim, demand, or Cause of Action against any Insurance Company based upon, attributable to, arising out of, or in any way connected with or on account of any Insurance Policy, whether in the United States of America or anywhere else in the world, whether sounding in tort, contract, warranty, or any other theory of law, equity, or admiralty, shall be stayed, restrained, and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering, or receiving payment, satisfaction, or recovery with respect to any such Claim, demand, or Cause of Action including:**

(a) **commencing, conducting, or continuing, in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum with respect to any such Claim, demand, or Cause of Action against any Insurance Company, or against the property of any Insurance Company, with respect to any such Claim, demand, or Cause of Action;**

(b) **enforcing, levying, attaching, collecting, or otherwise recovering, by any means or in any manner, whether**

directly or indirectly, any judgment, award, decree, or other order against any Insurance Company, or against the property of any Insurance Company, with respect to any such Claim, demand, or Cause of Action;

(c) **creating, perfecting, or enforcing in any manner, directly or indirectly, any encumbrance against any Insurance Company, or the property of any Insurance Company, with respect to any such Claim, demand, or Cause of Action; and**

(d) **except as otherwise specifically provided in this Plan, asserting or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, directly or indirectly, against any obligation of any Insurance Company, or against the property of any Insurance Company, with respect to any such Claim, demand, or Cause of Action;**

provided, however, **that (x) the injunction set forth in this Section 10.5(ii) of this Plan shall not impair in any way any actions brought by the Liquidation Trust against any Non-Settling Insurance Company and (y) the Liquidation Trust shall have the sole and exclusive authority at any time to terminate, or reduce, or limit the scope of the injunction set forth in this Section 10.5 of this Plan with respect to any Non-Settling Insurance Company upon express written notice to such Non-Settling Insurance Company.**

(iii) **Reservations. Notwithstanding anything to the contrary above, this Insurance Entity Injunction shall not enjoin:**

(a) **the rights of any Person to the treatment or other rights accorded them under this Plan, as applicable, including the rights of holders of Talc Claims to assert such Claims, as applicable, in accordance with the Trust Distribution Procedures;**

(b) **the rights of any Person to assert any Claim, debt, obligation, Cause of Action, or liability for payment of VLT Operating Expenses;**

(c) **the rights of the Liquidation Trust to prosecute any action based on or arising from the Insurance Policies or the CIP Agreements or settle any action or potential action based on or arising from the Insurance Policies or the CIP Agreements;**

(d) **the rights of the Liquidation Trust to assert any Claim, debt, obligation, Cause of Action or liability for payment against an Insurance Company based on or**

arising from the Insurance Policies or the CIP Agreements, except to the extent otherwise released;

(e) **the rights of any Insurance Company (1) to assert any Claim, debt, obligation, Cause of Action, or liability for payment against any Non-Settling Insurance Company, (2) to assert any Claim for reinsurance under reinsurance contracts or any Claim under retrocessional contracts among the Settling Insurance Companies and any Non-Settling Insurance Company; or (3) to enforce its rights, if any, of subrogation to claims, rights, or Causes of Action of the Debtor, the Liquidating Debtor, or the Liquidation Trust (including as assignee or successor to the Debtor) against any Person that is not a Released Party or the Liquidation Trust.**

(f) **the rights of any Insurance Company, in accordance with Section 10.5(iv) of this Plan, to assert any Claim for contribution, subrogation, indemnification or other similar Cause of Action against the Liquidation Trust for a Settling Insurance Company's alleged share or equitable share of the defense and/or indemnity obligation for any Talc Claim or for any Cause of Action released in any Insurance Settlement Agreement.**

(iv) **Judgment Reduction for Insurer Contribution Claims Against Settling Insurers. If a Non-Settling Insurance Company obtains a judicial determination or arbitration award in any insurance action, that it would have been entitled to recover a sum certain on its right, Claim, or Cause of Action against a Settling Insurance Company for contribution, subrogation, equitable subrogation, indemnification, allocation, reimbursement, or offset relating to one or more Claims assumed by the Liquidation Trust, or agrees to such entitlement to such sum certain, upon such determination or award in the insurance action, the Liquidation Trust shall satisfy such right of recovery from the Settling Insurance Company by reducing or limiting any Claim, Cause of Action, or judgment it has against the Non-Settling Insurance Company for recovery on any such assumed Claim; provided, however, if the Non-Settling Insurance Company is not subject to any such claim or cause of action or judgment held by the Liquidation Trust, then after such determination in the insurance action, the Liquidation Trust shall pay the amount to the Non-Settling Insurance Company in accordance with the Trust Distribution Procedures**.

10.6 *Releases*.

As of the Effective Date, except for the right to enforce this Plan or any right or obligation arising under the Plan Documents, for good and valuable consideration, the adequacy of which is hereby confirmed, including the service of the Released Parties

before and during the Chapter 11 Case to facilitate the liquidation of the Debtor and the implementation of the Trust Formation Transactions, and except as otherwise explicitly provided in this Plan or in the Confirmation Order, on and after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, as such law may be extended subsequent to the Effective Date, by the Debtor, the Liquidating Debtor, the Estate and any Person seeking to exercise the rights of the Estate, and any successors to the Debtor or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys' fees and expenses whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtor, the Liquidating Debtor, or the Estate (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtor, the Liquidating Debtor, or the Estate would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtor, the Estate, the conduct of the Debtor's business, the Chapter 11 Case, the purchase, sale, or rescission of the purchase or sale of any security of the Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between the Debtor and any Released Party (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the Sale, the Asset Purchase Agreement, the Global Settlement, the Trust Formation Transactions, the VLT Documents, the restructuring of any Claim or Interest before or during the Chapter 11 Case, the Disclosure Statement, this Plan, and related agreements, instruments, and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to this Plan, or any other act or omission; *provided, however*, that the Debtor does not release, and the Liquidation Trust shall retain, Claims or Causes of Action arising out of, or related to, any act or omission of a Released Party that is determined in a Final Order by a court of competent jurisdiction to constitute gross negligence, willful misconduct or fraud. The Debtor, the Liquidating Debtor, the Liquidation Trust, and any other entities formed pursuant to this Plan shall be bound, to the same extent the Debtor and the Estate are bound, by the releases set forth in this Section 10.6 of this Plan.

10.7 *Exculpation*.

Notwithstanding anything herein to the contrary, and to the maximum extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby exculpated from, any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, and liability for any act or omission taken on or after the Petition Date and prior to or on the Effective Date relating to, in any way, or arising out of: the

Chapter 11 Case; the negotiation, formulation, preparation, dissemination, implementation, administration, confirmation, consummation, and pursuit of the Disclosure Statement (including any information provided, or statements made, in the Disclosure Statement or omitted therefrom), the Trust Formation Transactions, the VLT Documents, this Plan (including the Plan Supplement), and the solicitation of votes for, and confirmation of, this Plan; the funding or consummation of this Plan (including the Plan Supplement); the occurrence of the Effective Date; the Sale, the Asset Purchase Agreement, and negotiations regarding or concerning any of the foregoing; the Global Settlement; the administration of this Plan and the property to be distributed under this Plan; the wind-down of the Debtor or the Liquidating Debtor, as applicable; the offer, issuance, and distribution of any securities under or in connection with the Plan; and the transactions in furtherance of any of the foregoing. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability. Notwithstanding the foregoing, this Section 10.7 of this Plan shall not exculpate any Exculpated Party with respect to any act or omission of such Exculpated Party that is determined in a Final Order by a court of competent jurisdiction to constitute gross negligence, willful misconduct or fraud.

10.8 ***Injunction Related to Releases and Exculpation***.

No Person may commence or pursue a Cause of Action of any kind against the Exculpated Parties or the Released Parties that will be or is extinguished, exculpated, or released by this Plan or otherwise will be or is subject to this Plan.

Exhibit 2

Form of Confirmation Hearing Publication Notice

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

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

NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) ESTABLISHMENT OF SOLICITATION AND VOTING PROCEDURES WITH RESPECT TO DEBTOR'S PROPOSED CHAPTER 11 PLAN, (III) SCHEDULING OF CONFIRMATION HEARING, AND (IV) ESTABLISHMENT OF NOTICE AND OBJECTION PROCEDURES FOR CONFIRMATION OF DEBTOR'S PROPOSED CHAPTER 11 PLAN

PLEASE TAKE NOTICE THAT:

On [●], the United States Bankruptcy Court for the Northern District of New York (the "Bankruptcy Court") entered an order [Docket No. [●]] (the "Solicitation Procedures Order"), among other things: (i) approving the disclosure statement [Docket No. [●]] (together with all exhibits and schedules thereto and as may be amended, modified, or supplemented, the "Disclosure Statement") submitted by Vanderbilt Minerals, LLC, as debtor and debtor in possession in the above-captioned Chapter 11 Case (the "Debtor"), for the *Chapter 11 Plan of Liquidation of Vanderbilt Minerals, LLC* [Docket No. [●]] (together with all exhibits and schedules thereto and as may be amended, modified, or supplemented, the "Plan") as containing "adequate information" pursuant to section 1125 of title 11 of the United States Code (the "Bankruptcy Code"); (ii) establishing the Voting Deadline (as defined below) and other deadlines with respect to confirmation of the Plan; (iii) approving procedures for soliciting, submitting, tabulating votes on, and filing objections to, the Plan; and (iv) approving the forms and manner of certain notices in connection with confirmation of the Plan.[2]

A hearing to consider confirmation of the Plan (the "Confirmation Hearing") will be held before the Honorable Chief Judge Wendy A. Kinsella, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Northern District of New York, James M. Hanley U.S. Courthouse and Federal Building, 100 South Clinton Street, Syracuse, NY 13261**, on November 16, 2026, at 3:00 p.m. (prevailing Eastern Time)**. The Confirmation Hearing may be adjourned from time to time without further notice to parties in interest other than by an announcement in the Bankruptcy Court of such adjournment on the date scheduled for the Confirmation Hearing or as indicated in any notice of agenda of matters scheduled for hearing

[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 have the meanings ascribed to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

filed by the Debtor with the Bankruptcy Court. The Debtor may modify the Plan, if necessary, prior to, during, or as a result of the Confirmation Hearing without further notice.

Voting Record Date. The Voting Record Date is **September 14, 2026**. The Voting Record Date is the date by which it will be determined which holders of Claims in Classes 3, 4, and 5 are entitled to vote on the Plan.

Voting Deadline. All votes to accept or reject the Plan must be **actually received** by Kurtzman Carson Consultants, LLC d/b/a Verita Global, the Debtor's solicitation agent (the "Solicitation Agent"), by no later than **October 19, 2026, at 5:00 p.m. (prevailing Eastern Time)** (the "Voting Deadline"). Failure to follow the voting instructions included with your Ballot may disqualify your Ballot and your vote.

Optional Convenience Claim Election. Holders of Claims in Class 3 General Unsecured Claims may irrevocably elect to have their Claim treated as a Claim in Class 4 General Convenience Claims and have such Claim valued at the lesser of (a) the Allowed amount of such Claim and (b) the Convenience Claim Threshold (the "Convenience Claim Election"). To elect such treatment, a holder of a Class 3 General Unsecured Claim must affirmatively make such election on a timely received Ballot and must vote to accept the Plan.

Temporary Allowance of Claims for Voting. If you disagree with the amount set forth by the Debtor for your Claim in the Schedules, or if you have filed a proof of claim and disagree with either (i) the Debtor's objection to your Claim and believe that you should be entitled to vote on the Plan; or (ii) the Debtor's classification or request for estimation of your Claim and believe that you should be entitled to vote on the Plan in a different amount or Class, then you must serve on the following parties (the "Notice Parties") and file with the Bankruptcy Court a motion (a "Rule 3018 Motion") for an order pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") requesting temporary allowance of your Claim in a different amount or in a different class for purposes of voting to accept or reject the Plan: (i) Bond, Schoeneck & King, PLLC, One Lincoln Center, Syracuse, NY 13202-1355 (Attn: Charles J. Sullivan (csullivan@bsk.com), Grayson T. Walter (gwalter@bsk.com), and Andrew S. Rivera (arivera@bsk.com)) and Latham & Watkins LLP, 1271 Avenue of the Americas, New York, NY 10020 (Attn: Ray C. Schrock (ray.schrock@lw.com), George A. Davis (george.davis@lw.com), Jamie L. Wine (jamie.wine@lw.com), and Anupama Yerramalli (anu.yerramalli@lw.com)), and Latham & Watkins LLP, 10250 Constellation Blvd., Suite 1100, Los Angeles, CA 90067 (Attn: Jeffrey E. Bjork (jeff.bjork@lw.com) and Kimberly A. Posin (kim.posin@lw.com)), as co-counsel to the Debtor; (ii) the Office of the U.S. Trustee for the Northern District of New York (Attn: Erin P. Champion (erin.champion@usdoj.gov)); and (iii) Brown Rudnick LLP, Seven Times Square, New York, NY 10036 (Attn: David J. Molton (dmolton@brownrudnick.com) and Gerard T. Cicero (gcicero@brownrudnick.com)) and Caplin & Drysdale, Chartered, 1200 New Hampshire Avenue NW, 8th Floor, Washington, DC 20036 (Attn: Kevin C. Maclay (kmaclay@capdale.com), Todd E. Phillips (tphillips@capdale.com), and Kevin M. Davis (kdavis@capdale.com)), as counsel to the Creditors' Committee. All Rule 3018 Motions must be filed on or before **October 12, 2026, at 5:00 p.m. (prevailing Eastern Time)**. The Debtor, or any other party in interest, shall have until no later than **October 19, 2026, at 5:00 p.m. (prevailing Eastern Time)** to file and serve any responses to any such Rule 3018 Motion. Rule 3018 Motions that are not timely filed and served in the manner set forth above shall not be considered.

ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, INCLUDING INJUNCTIONS RELATED TO INSURANCE POLICIES AND CLAIMS. YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY AS YOUR RIGHTS MIGHT BE AFFECTED.

Objections to Confirmation. The deadline to object or respond to confirmation of the Plan is **October 26, 2026, at 5:00 p.m. (prevailing Eastern Time)** (the "Plan Objection Deadline"). Objections and responses, if any, to confirmation of the Plan, must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Bankruptcy Rules; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtor's estates or property; (iv) provide the basis for the objection and the specific grounds therefor, and provide proposed language that, if accepted and incorporated by the Debtor, would obviate such objection; and (v) be filed, together with proof of service, with the Bankruptcy Court. Any objections or responses must be served so that they are **actually received** by the above Notice Parties no later than the Plan Objection Deadline.

Obtaining Solicitation Materials. Any party in interest wishing to obtain information about the Solicitation and Voting Procedures or copies of the Disclosure Statement, the Solicitation Procedures Order, or the Plan, should contact the Debtor's Solicitation Agent by telephone, at (888) 733-1416 (U.S./Canada) or +1 (310) 751-2630 (International); in writing at Vanderbilt Minerals, LLC, c/o Verita Ballot Processing, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or by submitting an inquiry via the Debtor's case website at https://www.veritaglobal.net/vanderbilt/inquiry. Interested parties may also review the Disclosure Statement, Solicitation Procedures Order, and Plan free of charge at https://www.veritaglobal.net/vanderbilt. In addition, the Disclosure Statement, the Solicitation Procedures Order, and the Plan are on file with the Bankruptcy Court and may be reviewed by accessing the Bankruptcy Court's website: https://ecf.nynb.uscourts.gov. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website.

Latham & Watkins LLP

Attn: Ray C. Schrock
George A. Davis
Jamie L. Wine
Anupama Yerramalli
1271 Avenue of the Americas
New York, NY 10020
Telephone: (212) 906-1200
Fax: (212) 751-4864

Attn: Jeff Bjork
Kimberly A. Posin
10250 Constellation Blvd., Suite 1100
Los Angeles, CA 90067
Telephone: (424) 653-5500
Fax: (424) 653-5501

Bond, Schoeneck & King, PLLC

Attn: Charles J. Sullivan
Grayson T. Walter
Andrew S. Rivera
One Lincoln Center
Syracuse, NY 13202-1355
Telephone: (315) 218-8000
Fax: (315) 218-8100

Counsel for the Debtor and Debtor in Possession

Exhibit 3

Proposed Form of Class 3 General Unsecured Claims and Class 4 General Convenience Claims Ballot

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

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

BALLOT FOR ACCEPTING OR REJECTING
THE CHAPTER 11 PLAN OF LIQUIDATION
OF VANDERBILT MINERALS, LLC

CLASS 3 – GENERAL UNSECURED CLAIMS

CLASS 4 – GENERAL CONVENIENCE CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS BALLOT

THIS BALLOT MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY OCTOBER 19, 2026, AT 5:00 P.M. (PREVAILING EASTERN TIME) (THE "VOTING DEADLINE")

On [●], the United States Bankruptcy Court for the Northern District of New York (the "Bankruptcy Court") entered an order [Docket No. [●]] (the "Solicitation Procedures Order"), among other things: (i) approving the proposed disclosure statement [Docket No. [●]] (together with all exhibits and schedules thereto and as may be amended, modified, or supplemented, the "Disclosure Statement") submitted by Vanderbilt Minerals, LLC, as debtor and debtor in possession in the above-captioned Chapter 11 Case (the "Debtor"), for the *Chapter 11 Plan of Liquidation of Vanderbilt Minerals, LLC* [Docket No. [●]] (together with all schedules and exhibits thereto and as may be amended, modified, or supplemented, the "Plan"); (ii) establishing the Voting Deadline (as defined below) and other deadlines with respect to confirmation of the Plan; (iii) approving procedures for soliciting, submitting, tabulating votes on, and filing objections to, the Plan; and (iv) approving the forms and manner of certain notices in connection with confirmation of the Plan.[2] The Bankruptcy Court has approved the Disclosure

[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 otherwise defined herein have the meanings set forth in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

Statement as containing adequate information, as required under section 1125 of title 11 of the United States Code (the "Bankruptcy Code"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

You have received this Ballot because the Debtor's records indicate that you are a holder of a Claim in Class 3 General Unsecured Claims and, accordingly, you are entitled to vote to accept or reject the Plan. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact Kurtzman Carson Consultants, LLC d/b/a Verita Global, the solicitation agent retained by the Debtor in this Chapter 11 Case (the "Solicitation Agent"), at the address, telephone number, or case website as set forth below.

Your rights are described in the Disclosure Statement and the Solicitation Procedures Order. You should review the Disclosure Statement and the Plan before you vote. Your Claim has been placed in Class 3 General Unsecured Claims under the Plan. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim.

If the Solicitation Agent does not receive your Ballot on or before **October 19, 2026, at 5:00 p.m. (prevailing Eastern Time)** (the "Voting Deadline"), and if the Voting Deadline is not extended, your vote will not count. **If the Bankruptcy Court confirms the Plan, it will bind you regardless of whether you vote.** You may submit your Ballot through the Solicitation Agent's online electronic balloting portal (the "E-Ballot Portal") or by returning this paper Ballot.

You may obtain copies of the other documents in the Solicitation Package, including the Disclosure Statement, Solicitation Procedures Order, and Plan, by contacting the Solicitation Agent by: (a) accessing the Debtor's case website at https://www.veritaglobal.net/vanderbilt; (b) writing to Vanderbilt Minerals, LLC c/o Kurtzman Carson Consultants, LLC dba Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) submitting an inquiry via the case website at https://www.veritaglobal.net/vanderbilt/inquiry; or (d) telephone at (888) 733-1416 (U.S./Canada) or +1 (310) 751-2630 (International) and request to speak with a member of the solicitation team. You may also obtain copies of any pleadings filed in this Chapter 11 Case for a fee via PACER at: https://pacer.uscourts.gov.

IF SUBMITTING YOUR VOTE THROUGH THE E-BALLOT PORTAL

The Solicitation Agent will accept Ballots if properly completed through the E-Ballot Portal. To submit your Ballot via the E-Ballot Portal, visit the Debtor's case website at https://www.veritaglobal.net/vanderbilt, click on "E-Ballot" and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

Unique E-Ballot PIN#: _____

The E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in **Item 1** of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the E-Ballot Portal should **NOT** also submit a paper Ballot.

If your Ballot is not received by the Solicitation Agent on or before the Voting Deadline, and the Voting Deadline is not extended by the Debtor as noted above, your vote will not be counted.

If by First Class Mail, Hand Delivery, or Overnight Mail:

Vanderbilt Minerals, LLC,
c/o Verita Ballot Processing,
222 N. Pacific Coast Highway, Suite 300,
El Segundo, CA 90245

Item 1. Treatment of Class 3 General Unsecured Claims and Class 4 General Convenience Claims.

Subject to the terms and conditions of the Plan, holders of Allowed Claims in Class 3 General Unsecured Claims will receive the following treatment under the Plan:

> *Treatment*: Except as otherwise provided in the Plan or to the extent that a holder of an Allowed General Unsecured Claim agrees to different treatment, in full and final satisfaction, settlement, release of, and in exchange for, such Allowed General Unsecured Claim, each holder of an Allowed General Unsecured Claim shall receive such holder's General Unsecured Claim Distribution. General Unsecured

> Claim Distributions shall be made to holders of Allowed General Unsecured Claims on the later of (i) thirty (30) calendar days after the GUC Cause of Action Completion Date and (ii) thirty (30) calendar days after such General Unsecured Claim becomes an Allowed Claim.

Subject to the terms and conditions of the Plan, holders of Allowed Claims in Class 4 General Convenience Claims will receive the following treatment under the Plan:

> *Treatment:* Except as otherwise provided in the Plan or to the extent that a holder of an Allowed General Convenience Claim agrees to different treatment, in full and final satisfaction, settlement, release of, and in exchange for, such Allowed General Convenience Claim, each holder of an Allowed General Convenience Claim shall receive payment in Cash in an amount equal to [60]% of such Allowed General Convenience Claim on the Effective Date or as soon as reasonably practicable thereafter. To the extent a General Convenience Claim is subject to an objection on the Effective Date, such General Convenience Claim shall be paid thirty (30) calendar days after such General Convenience Claim becomes an Allowed Claim (if applicable).

For additional discussion of your treatment and rights under the Plan, please read the Disclosure Statement and the Plan.

Item 2. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, September 14, 2026, the undersigned holder was the holder of a Claim in Class 3 General Unsecured Claims in the following principal amount(s) (insert amount in box below) for voting:

Amount of Claim: $ _____

Item 3. Classification and Optional Convenience Claim Election.

How Your Claim Is Classified: As the holder of a General Unsecured Claim, you may choose to make the optional Convenience Claim Election described below.

Optional Convenience Claim Election: Holders of Claims in Class 3 General Unsecured Claims may **irrevocably** elect to have their Claim treated as a Claim in Class 4 General Convenience Claims and have such Claim valued at the lesser of (a) the Allowed amount of such Claim and (b) $[5,000] (the "Convenience Claim Election"). If the Convenience Claim Election is made, the Claimant must irrevocably vote in favor of the Plan. Section 6.3(d)(i) of the Disclosure Statement provides examples of how the Convenience Claim Election operates.

Eligible holders of Class 3 General Unsecured Claims that would like to make the **optional** Convenience Claim Election and elect to have their Claim in Class 3 General Unsecured Claims treated as a Claim in Class 4 General Convenience Claims, including reducing such claim to $[5,000], as applicable, should check the box below. In full and final satisfaction of their Claims,

holders of Class 4 General Convenience Claims are entitled to a Cash payment in an amount equal to [60]% of their Allowed Class 4 General Convenience Claims (the "Convenience Claim Recovery") on the Effective Date or as soon as reasonably practicable thereafter. To the extent a General Convenience Claim is subject to an objection on the Effective Date, such General Convenience Claim shall be paid thirty (30) calendar days after such General Convenience Claim becomes an Allowed Claim (if applicable).

IF YOU MAKE THE CONVENIENCE CLAIM ELECTION, YOUR CLAIM WILL BE CONSIDERED A CLASS 4 GENERAL CONVENIENCE CLAIM AND YOUR CLAIM SHALL NOT BE ENTITLED TO ANY OTHER DISTRIBUTION OTHER THAN THE CONVENIENCE CLAIM RECOVERY AMOUNT. YOU MAY NOT REVOKE YOUR CONVENIENCE CLAIM ELECTION.

To the extent the holder of the Claim to which this Ballot relates holds a Class 3 General Unsecured Claim against the Debtor, such holder elects as follows:

☐ **ACCEPTS** the Convenience Claim Election, including the reduction of their Claim to **$[5,000] to the extent their Claim otherwise exceeds $[$5,000]**, and **ACCEPTS THE PLAN**

Item 4. Vote on Plan (skip if you have made the Convenience Claim Election in Item 3).

The holder of a Claim in Class 3 General Unsecured Claims against the Debtor set forth in Item 2, who has not elected to accept the Convenience Claim Election, votes to (please check one):

ACCEPT THE PLAN	**REJECT THE PLAN**
☐	☐

Any Ballot that is executed by the holder of a Claim, but that indicates both an acceptance and a rejection of the Plan or does not indicate either an acceptance or rejection of the Plan, will not be counted.

If no holders of Class 3 General Unsecured Claims eligible to vote to accept or reject the Plan vote on the Plan, the Plan will be deemed accepted by Class 3 General Unsecured Claims.

Item 5. Article X of the Plan provides for the following Debtor Releases, Exculpation, and Injunction provisions:

10.4 ***Plan Injunction*****.**

(i) **Except as otherwise provided in this Plan (including, without limitation, Section 5.5 of this Plan) or in the Confirmation Order, as of the entry of the**

Confirmation Order but subject to the occurrence of the Effective Date, to the maximum extent permitted under applicable law, all holders of Claims or Interests (whether proof of such Claims or Interests has been filed or not and whether or not such holders vote in favor of, against or abstain from voting on this Plan or are presumed to have accepted or deemed to have rejected this Plan) and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and Affiliates, in their capacities as such, are (subject to the provisions of this Section) forever barred, estopped, and permanently enjoined after the entry of the Confirmation Order from, in relation to any Claim, Interest, or Cause of Action that will be or is treated, extinguished, exculpated, or released by this Plan or otherwise will be or is subject to this Plan: (a) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, or the Liquidating Trustee, as applicable, or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing parties mentioned in this subsection (a) or any property of any such transferee or successor; (b) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, or the Liquidating Trustee, as applicable, or the property of the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, or the Liquidating Trustee, as applicable, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing parties mentioned in this subsection (b) or any property of any such transferee or successor; (c) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against any of the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, the Liquidating Trustee, as applicable, or the property of the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, the Liquidating Trustee, as applicable, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (c) or any property of any such transferee or successor; (d) asserting any right of setoff, directly or indirectly, against any obligation due from the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, or the Liquidating Trustee, as applicable, or against the property or interests in property of the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, or the Liquidating Trustee, as applicable, except (1) as contemplated or Allowed by this Plan or (2) to the extent asserted in a timely filed proof of Claim or timely filed objection to the Confirmation of this Plan; and (e) acting or proceeding in any manner, in any place whatsoever, that does not conform to, does not comply with, or is inconsistent with the provisions of this Plan; *provided, however*, that nothing contained herein shall preclude such parties who have held, hold, or may hold Claims against or Interests in the Debtor or the Estate from exercising their rights, or obtaining benefits, pursuant to, and consistent with, the terms of this Plan and the Plan Documents.

(ii) **All Persons and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and Affiliates, in their capacities as such, holding Claims, Liens, Interests, charges, encumbrances, or other interests of any kind or nature whatsoever, including rights or Claims based on any successor**

or transferee liability, against the Debtor, the Liquidating Debtor, the Liquidation Trust, or the Assets transferred thereto (whether legal or equitable, secured or unsecured, matured or unmatured, contingent, or noncontingent, known or unknown), arising under or out of, in connection with, or in any way relating to the Debtor, the Liquidating Debtor, the Estate's Assets, the operation of the Estate's Assets prior to the Effective Date, or the Trust Formation Transactions, shall be forever barred, estopped, and permanently enjoined from taking any actions to interfere with the implementation or consummation of this Plan in relation to any Claim extinguished or released pursuant to this Plan.

10.5 *Insurance Entity Injunction*

(i) **Purpose. To facilitate the Insurance Rights Transfer, protect the Liquidation Trust, and preserve its Insurance Rights, pursuant to the equitable jurisdiction and power of the Bankruptcy Court, the Bankruptcy Court shall issue the injunction set forth in this Section 10.5 of this Plan; *provided, however*, that the Insurance Entity Injunction is not issued for the benefit of any Insurance Company, and no Insurance Company is a third-party beneficiary of the Insurance Entity Injunction, except as otherwise specifically provided in any CIP Agreement or Insurance Settlement Agreement.**

(ii) **Terms Regarding Claims Against Insurance Companies. All Persons that have held or asserted, that hold or assert, or that may in the future hold or assert any Claim, demand, or Cause of Action against any Insurance Company based upon, attributable to, arising out of, or in any way connected with or on account of any Insurance Policy, whether in the United States of America or anywhere else in the world, whether sounding in tort, contract, warranty, or any other theory of law, equity, or admiralty, shall be stayed, restrained, and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering, or receiving payment, satisfaction, or recovery with respect to any such Claim, demand, or Cause of Action including:**

(a) **commencing, conducting, or continuing, in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum with respect to any such Claim, demand, or Cause of Action against any Insurance Company, or against the property of any Insurance Company, with respect to any such Claim, demand, or Cause of Action;**

(b) **enforcing, levying, attaching, collecting, or otherwise recovering, by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Insurance Company, or against the property of any Insurance Company, with respect to any such Claim, demand, or Cause of Action;**

(c) **creating, perfecting, or enforcing in any manner, directly or indirectly, any encumbrance against any**

Insurance Company, or the property of any Insurance Company, with respect to any such Claim, demand, or Cause of Action; and

(d) **except as otherwise specifically provided in this Plan, asserting or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, directly or indirectly, against any obligation of any Insurance Company, or against the property of any Insurance Company, with respect to any such Claim, demand, or Cause of Action;**

provided, however, **that (x) the injunction set forth in this Section 10.5(ii) of this Plan shall not impair in any way any actions brought by the Liquidation Trust against any Non-Settling Insurance Company and (y) the Liquidation Trust shall have the sole and exclusive authority at any time to terminate, or reduce, or limit the scope of the injunction set forth in this Section 10.5 of this Plan with respect to any Non-Settling Insurance Company upon express written notice to such Non-Settling Insurance Company.**

(iii) **Reservations. Notwithstanding anything to the contrary above, this Insurance Entity Injunction shall not enjoin:**

(a) **the rights of any Person to the treatment or other rights accorded them under this Plan, as applicable, including the rights of holders of Talc Claims to assert such Claims, as applicable, in accordance with the Trust Distribution Procedures;**

(b) **the rights of any Person to assert any Claim, debt, obligation, Cause of Action, or liability for payment of VLT Operating Expenses;**

(c) **the rights of the Liquidation Trust to prosecute any action based on or arising from the Insurance Policies or the CIP Agreements or settle any action or potential action based on or arising from the Insurance Policies or the CIP Agreements;**

(d) **the rights of the Liquidation Trust to assert any Claim, debt, obligation, Cause of Action or liability for payment against an Insurance Company based on or arising from the Insurance Policies or the CIP Agreements, except to the extent otherwise released;**

(e) **the rights of any Insurance Company (1) to assert any Claim, debt, obligation, Cause of Action, or liability for payment against any Non-Settling Insurance Company, (2) to assert any Claim for reinsurance**

under reinsurance contracts or any Claim under retrocessional contracts among the Settling Insurance Companies and any Non-Settling Insurance Company; or (3) to enforce its rights, if any, of subrogation to claims, rights, or Causes of Action of the Debtor, the Liquidating Debtor, or the Liquidation Trust (including as assignee or successor to the Debtor) against any Person that is not a Released Party or the Liquidation Trust.

(f) **the rights of any Insurance Company, in accordance with Section 10.5(iv) of this Plan, to assert any Claim for contribution, subrogation, indemnification or other similar Cause of Action against the Liquidation Trust for a Settling Insurance Company's alleged share or equitable share of the defense and/or indemnity obligation for any Talc Claim or for any Cause of Action released in any Insurance Settlement Agreement.**

(iv) **Judgment Reduction for Insurer Contribution Claims Against Settling Insurers. If a Non-Settling Insurance Company obtains a judicial determination or arbitration award in any insurance action, that it would have been entitled to recover a sum certain on its right, Claim, or Cause of Action against a Settling Insurance Company for contribution, subrogation, equitable subrogation, indemnification, allocation, reimbursement, or offset relating to one or more Claims assumed by the Liquidation Trust, or agrees to such entitlement to such sum certain, upon such determination or award in the insurance action, the Liquidation Trust shall satisfy such right of recovery from the Settling Insurance Company by reducing or limiting any Claim, Cause of Action, or judgment it has against the Non-Settling Insurance Company for recovery on any such assumed Claim; provided, however, if the Non-Settling Insurance Company is not subject to any such claim or cause of action or judgment held by the Liquidation Trust, then after such determination in the insurance action, the Liquidation Trust shall pay the amount to the Non-Settling Insurance Company in accordance with the Trust Distribution Procedures**.

10.6 *Releases*.

As of the Effective Date, except for the right to enforce this Plan or any right or obligation arising under the Plan Documents, for good and valuable consideration, the adequacy of which is hereby confirmed, including the service of the Released Parties before and during the Chapter 11 Case to facilitate the liquidation of the Debtor and the implementation of the Trust Formation Transactions, and except as otherwise explicitly provided in this Plan or in the Confirmation Order, on and after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, as such law may be extended subsequent to the Effective Date, by the Debtor, the Liquidating Debtor, the Estate and any Person seeking to exercise the rights of the Estate, and any successors to the Debtor or any

Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys' fees and expenses whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtor, the Liquidating Debtor, or the Estate (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtor, the Liquidating Debtor, or the Estate would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtor, the Estate, the conduct of the Debtor's business, the Chapter 11 Case, the purchase, sale, or rescission of the purchase or sale of any security of the Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between the Debtor and any Released Party (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the Sale, the Asset Purchase Agreement, the Global Settlement, the Trust Formation Transactions, the VLT Documents, the restructuring of any Claim or Interest before or during the Chapter 11 Case, the Disclosure Statement, this Plan, and related agreements, instruments, and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to this Plan, or any other act or omission; *provided, however*, that the Debtor does not release, and the Liquidation Trust shall retain, Claims or Causes of Action arising out of, or related to, any act or omission of a Released Party that is determined in a Final Order by a court of competent jurisdiction to constitute gross negligence, willful misconduct or fraud. The Debtor, the Liquidating Debtor, the Liquidation Trust, and any other entities formed pursuant to this Plan shall be bound, to the same extent the Debtor and the Estate are bound, by the releases set forth in this Section 10.6 of this Plan.

10.7 *Exculpation*.

Notwithstanding anything herein to the contrary, and to the maximum extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby exculpated from, any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, and liability for any act or omission taken on or after the Petition Date and prior to or on the Effective Date relating to, in any way, or arising out of: the Chapter 11 Case; the negotiation, formulation, preparation, dissemination, implementation, administration, confirmation, consummation, and pursuit of the Disclosure Statement (including any information provided, or statements made, in the Disclosure Statement or omitted therefrom), the Trust Formation Transactions, the VLT Documents, this Plan (including the Plan Supplement), and the solicitation of votes for, and confirmation of, this Plan; the funding or consummation of this Plan (including the Plan Supplement); the occurrence of the Effective Date; the Sale, the Asset Purchase Agreement, and negotiations regarding or concerning any of the foregoing; the Global

Settlement; the administration of this Plan and the property to be distributed under this Plan; the wind-down of the Debtor or the Liquidating Debtor, as applicable; the offer, issuance, and distribution of any securities under or in connection with the Plan; and the transactions in furtherance of any of the foregoing. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability. Notwithstanding the foregoing, this Section 10.7 of this Plan shall not exculpate any Exculpated Party with respect to any act or omission of such Exculpated Party that is determined in a Final Order by a court of competent jurisdiction to constitute gross negligence, willful misconduct or fraud.

10.8 *Injunction Related to Releases and Exculpation*.

No Person may commence or pursue a Cause of Action of any kind against the Exculpated Parties or the Released Parties that will be or is extinguished, exculpated, or released by this Plan or otherwise will be or is subject to this Plan.

Item 6. Certifications

By signing this Ballot, the undersigned certifies to the Court and the Debtor that:

1. as of the Voting Record Date, the undersigned is either: (a) the Entity that is the holder of the Class 3 General Unsecured Claim(s) or Class 4 General Convenience Claim(s) being voted; or (b) the Entity that is an authorized signatory for an Entity that is a holder of the Class 3 General Unsecured Claim(s) or Class 4 General Convenience Claim(s) being voted;

2. the Entity has received a copy of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

3. the Entity has cast the same vote with respect to all Class 3 General Unsecured Claims or all Class 4 Convenience Claims, as applicable;

4. no other Ballots with respect to the amount of the Class 3 General Unsecured Claim(s) or Class 4 General Convenience Claim(s) identified in Item 2 have been cast or, if any other Ballots have been cast with respect to such Claim(s), then any such Ballots dated earlier are hereby revoked;

5. the Entity acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of such Entity's Class 3 General Unsecured Claim(s) or Class 4 General Convenience Claim(s), as applicable;

6. the Entity understands and, if accepting the Plan, agrees with the treatment provided for its Claim(s) under the Plan;

7. the Entity acknowledges and understands that (a) if no holders of Allowed Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the holders of such Allowed Claims in such Class; and (b) any Class of Claims that does not have a holder of an Allowed Claim or a Claim

temporarily allowed by the Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code; and

8. the Entity acknowledges and agrees that the Debtor may make changes to the Plan to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary; *provided*, that the Debtor will not re-solicit acceptances or rejections of the Plan in the event of such changes.

Name of holder: _____
(Please print or type)

Signature: _____

Name of Signatory: _____
(If other than holder)[3]

Title: _____

Address: _____

_____

Telephone No.: _____

Email Address: _____

Date Completed: _____

PLEASE PROMPTLY RETURN YOUR COMPLETED BALLOT TO THE SOLICITATION AGENT.

BALLOTS MAY BE SUBMITTED VIA THE E-BALLOT PORTAL, OR IN THE RETURN ENVELOPE PROVIDED, OR AS DIRECTED IN THE ABOVE INSTRUCTIONS.

TO COUNT, A BALLOT WITH YOUR VOTE MUST BE <u>RECEIVED</u> BY THE SOLICITATION AGENT BY THE VOTING DEADLINE, WHICH IS 5:00 P.M. (PREVAILING EASTERN TIME) ON OCTOBER 19, 2026.

[3] If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

INSTRUCTIONS FOR COMPLETING BALLOTS

1. The Debtor is soliciting the votes of holders of Allowed Class 3 General Unsecured Claims and Allowed Class 4 General Convenience Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement.

2. The Bankruptcy Court may confirm the Plan and thereby bind you by the terms of the Plan. Please review the Disclosure Statement for more information.

3. The Solicitation Agent's E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted. If voting online, to have your vote counted, you must electronically complete, sign, and submit the electronic Ballot by utilizing the E-Ballot Portal on the Solicitation Agent's website. Your Ballot must be received by the Solicitation Agent no later than the Voting Deadline, unless such time is extended by the Debtor.

   HOLDERS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE E-BALLOT PORTAL.

4. If you prefer to return a hard copy of your Ballot, you may return it in the enclosed preaddressed, postage prepaid envelope to:

If by First Class Mail, Hand Delivery, or Overnight Mail:

Vanderbilt Minerals, LLC,
c/o Verita Ballot Processing,
222 N. Pacific Coast Highway, Suite 300,
El Segundo, CA 90245

5. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in either Item 3 or Item 4, as applicable, of the Ballot; and (c) sign and return the Ballot to the address set forth on the enclosed pre-addressed envelope or in a method provided herein. The Voting Deadline for the receipt of Ballots by the Solicitation Agent is **October 19, 2026, at 5:00 p.m. (prevailing Eastern Time)**. Your completed Ballot must be received by the Solicitation Agent on or before the Voting Deadline.

6. Except as otherwise provided herein or unless waived by the Debtor or permitted by order of the Bankruptcy Court, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline, the Debtor shall reject such Ballot as invalid and, therefore, decline to count it in connection with confirmation of the Plan.

7. If you cast a Ballot that is properly completed, executed and timely returned to the Solicitation Agent, but does not indicate either an acceptance or rejection of the Plan, the Ballot will not be counted.

8. If you cast a Ballot that is properly completed, executed, and timely returned to the Solicitation Agent, but indicates both an acceptance and a rejection of the Plan, the Ballot will not be counted.

9. If multiple Ballots are received from a holder of a Claim for the same Claim, the latest dated otherwise valid Ballot that is received prior to the Voting Deadline shall be the Ballot that is counted as a vote on the Plan. Notwithstanding the foregoing, if multiple Ballots are received from a holder of a Claim for the same Claim, and the latest dated Ballot is received after the Voting Deadline (*i.e.*, October 19, 2026), such Ballot must comply with the process and requirements set forth in Bankruptcy Rule 3018 to be counted.

10. The following Ballots shall not be counted:

    (i) Any Ballot received after the Voting Deadline, unless the Debtor shall have granted, or the Bankruptcy Court shall have ordered, an extension of the Voting Deadline in writing with respect to such Ballot, and any such extensions shall be documented in the Voting Certification;

    (ii) Any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;

    (iii) Any Ballot cast by a person or entity that does not hold a Claim in Class 3 General Unsecured Claims or Class 4 General Convenience Claim that is entitled to vote to accept or reject the Plan;

    (iv) Any Ballot cast by a person who is not entitled to vote, even if such individual holds a Claim in a Voting Class;

    (v) Any unsigned Ballot; *provided* that any Ballot cast via the E-Ballot Portal will be deemed to contain an electronic signature;

    (vi) Any Ballot which the Bankruptcy Court determines, after notice and a hearing, that such vote was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code; or

    (vii) Any Ballot transmitted to the Solicitation Agent by means not specifically approved herein.

11. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing. The authority of the signatory of each Ballot to complete and execute the Ballot shall be presumed, but by executing a Ballot, you certify that you have such authority and shall provide evidence of such authority upon request of the Solicitation Agent.

12. If you are entitled to vote more than one Claim within the same Class against a Debtor based upon different transactions, you shall be entitled to one (1) vote for numerosity purposes in the aggregate dollar amount of all of said Claims, and the votes related to such

Claims shall be treated as a single vote to accept or reject the Proposed Plan, *provided that* all such Claims must be voted to accept or reject the Proposed Plan. Such Claims that are voted in part to accept and in part to reject the Proposed Plan will be invalidated in their entirety.

13. The Debtor, subject to any further order of the Bankruptcy Court, may waive any defect or irregularity as to any particular Ballot at any time, either before or after the close of voting, and any such waiver shall be documented in the Voting Certification.

14. Neither the Debtor, nor any other Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Certification, nor will any of them incur any liability for failure to provide such notification.

15. Unless waived by the Debtor, and upon a further order of the Bankruptcy Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted.

16. Any vote that delivers a valid Ballot may withdraw his, her, or its vote by delivering a written notice of withdrawal to the Solicitation Agent before the Voting Deadline. To be valid, the notice of withdrawal must (a) be signed by the person who signed the Ballot to be revoked and (b) be received by the Solicitation Agent on or before the Voting Deadline. The Debtor reserves the right to contest any withdrawals.

17. The Debtor is authorized to enter into stipulations or other agreements with the holder of any Claim or Interest agreeing to the amount of a Claim or Interest for voting purposes.

18. This Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Holders of Claims should not surrender certificates or instruments representing or evidencing their Claim, and neither the Debtor nor the Solicitation Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.

19. This Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim; or (ii) an assertion or admission of a Claim.

PLEASE PROMPTLY DELIVER YOUR BALLOT!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE SOLICITATION AGENT (A) IN WRITING AT VANDERBILT MINERALS, LLC, C/O VERITA BALLOT PROCESSING, 222 N. PACIFIC COAST HIGHWAY, SUITE 300, EL SEGUNDO, CA 90245]; (B) BY PHONE AT (888) 733-1416 (U.S./CANADA) OR +1 (310) 751-2630 (INTERNATIONAL); OR (C) BY SUBMITTING AN INQUIRY VIA THE DEBTOR'S CASE WEBSITE.

Exhibit 4

Proposed Form of Class 5 Talc Claims Master Ballot

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

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

CLASS 5 TALC CLAIMS MASTER BALLOT FOR ACCEPTING OR REJECTING THE CHAPTER 11 PLAN OF LIQUIDATION OF VANDERBILT MINERALS, LLC

CLASS 5 – TALC CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS CLASS 5 TALC CLAIMS MASTER BALLOT

THIS BALLOT MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY OCTOBER 19, 2026, AT 5:00 P.M. (PREVAILING EASTERN TIME) (THE "VOTING DEADLINE")

On [●], the United States Bankruptcy Court for the Northern District of New York (the "Bankruptcy Court") entered an order [Docket No. [●]] (the "Solicitation Procedures Order"), among other things: (i) approving the proposed disclosure statement [Docket No. [●]] (together with all exhibits and schedules thereto and as may be amended, modified, or supplemented, the "Disclosure Statement") submitted by Vanderbilt Minerals, LLC, as debtor and debtor in possession in the above-captioned Chapter 11 Case (the "Debtor") for the *Chapter 11 Plan of Liquidation of Vanderbilt Minerals, LLC* [Docket No. [●]] (together with all schedules and exhibits thereto and as may be amended, modified, or supplemented, the "Plan"), (ii) establishing the Voting Deadline (as defined below) and other deadlines with respect to confirmation of the Plan; (iii) approving procedures for soliciting, submitting, tabulating votes on, and filing objections to, the Plan; and (iv) approving the forms and manner of certain notices in connection with confirmation of the Plan.[2] The Bankruptcy Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of title 11 of the

[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 otherwise defined herein have the meanings set forth in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

United States Code (the "Bankruptcy Code"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

You have received this Class 5 Talc Claims Master Ballot because the Debtor's records indicate that you represent certain clients that may hold a Claim in Class 5 Talc Claims against the Debtor (the "Clients") under the Plan as of the Voting Record Date, **September 14, 2026**. This Class 5 Talc Claims Master Ballot may be used to transmit votes on behalf of Clients that hold Direct Talc Claims.[3] You should use the Class 5 Talc Claims Master Ballot to transmit Clients' votes to accept or reject the Plan. This Class 5 Talc Claims Master Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Class 5 Talc Claims Master Ballot in error, please contact Kurtzman Carson Consultants, LLC d/b/a Verita Global, the solicitation agent retained by the Debtor in this Chapter 11 Case (the "Solicitation Agent") at the address, telephone number, or case website as set forth below.

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[3] "Talc Claim" is any Claim whether known or unknown, including with respect to any manner of bodily injury, death, sickness, disease or disease process, emotional distress, fear of cancer, medical monitoring or any other personal injuries or harms (whether physical, emotional or otherwise), for which the Debtor is alleged to be liable, directly or indirectly arising out of or relating to the presence of or exposure to talc or talc-containing products, including, without limitation: (i) any products previously mined, processed, milled, manufactured, sold and/or distributed by the Debtor or by any other entity for whose conduct the Debtor has liability or is alleged to have liability including any predecessors or alleged predecessors to the Debtor; (ii) any materials present at any premises owned, leased, occupied or operated by any entity for whose products, acts, omissions, business or operations the Debtor has, or is alleged to have, liability; or (iii) any talc alleged to contain asbestos or other constituent. Talc Claims include all such claims, whether: (a) in tort, contract, warranty, restitution, conspiracy, contribution, indemnity, guarantee, subrogation or any other theory of law, equity or admiralty; (b) seeking compensatory, special, economic, non-economic, punitive, exemplary, administrative or any other costs or damages; or (c) seeking any legal, equitable or other relief of any kind whatsoever, including, for the avoidance of doubt, any such claims assertable against the Debtor. Talc Claims also include any such claims that have been resolved or are subject to resolution pursuant to any agreement, or any such claims that are based on a judgment or verdict. The term "Talc Claim" includes, without limitation (i) all claims, debts, obligations, or liabilities for compensatory damages (such as, without limitation, loss of consortium, medical monitoring, personal or bodily injury, wrongful death, survivorship, proximate, consequential, general, and special damages) and punitive damages; and (ii) Indirect Talc Claims. Talc Claims do not include any claim by any present or former employee of a predecessor or Affiliate of the Debtor for benefits under a policy of workers' compensation insurance or for benefits under any state or federal workers' compensation statute or other statute providing compensation to an employee from an employer.

"Direct Talc Claim" is any Talc Claim other than an Indirect Talc Claim.

"Indirect Talc Claim" is a Talc Claim of any corporation (as defined in section 101(9) of the Bankruptcy Code), insurer, co-defendant of the Debtor, or predecessor of the Debtor for contribution, reimbursement, subrogation, or indemnity, whether contractual or implied by law (as those terms are defined by applicable non-bankruptcy law of the relevant jurisdiction), and any other derivative Talc Claim of any corporation (as defined in section 101(9) of the Bankruptcy Code), insurer, co-defendant of the Debtor, or predecessor of the Debtor, whether in the nature of or sounding in contract, tort, warranty, or other theory of law. An Indirect Talc Claim shall not include any claim for or otherwise relating to death, injury, or damages caused by talc or a product or material containing talc that is asserted by or on behalf of any injured individual, the estate, legal counsel, relative, assignee, or other representative of any injured individual, or an individual who claims injury or damages as a result of the injury or death of another individual regardless of whether such claim is seeking compensatory, special, economic, non-economic, punitive, exemplary, administrative, or any other costs or damages, or any legal, equitable or other relief whatsoever, including pursuant to a settlement, judgment, or verdict. By way of illustration and not limitation, an Indirect Talc Claim shall not include any claim for loss of consortium, loss of companionship, services and society, or wrongful death.

Your Clients' rights are described in the Debtor's Disclosure Statement and the Solicitation Procedures Order. Your Clients should review the Disclosure Statement and the Plan before they vote. Your Clients' Claims have been placed in Class 5 Talc Claims under the Plan. They may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of their Claims.

The Bankruptcy Court may confirm the Plan and thereby bind all holders of Claims. To have the votes of your Clients count as either an acceptance or rejection of the Plan, you must complete and return this Class 5 Talc Claims Master Ballot so it is actually received by the Solicitation Agent on or before **October 19, 2026, at 5:00 p.m. (prevailing Eastern Time)** (the "Voting Deadline"). The Solicitation Agent's E-Ballot Portal (the "E-Ballot Portal") is the **sole manner** in which Class 5 Talc Claims Master Ballots will be accepted and Class 5 Talc Claims Master Ballots submitted by e-mail, facsimile, or other means of electronic transmission will **NOT** be counted.

You may obtain copies of the other documents in the Solicitation Package, including the Disclosure Statement, Solicitation Procedures Order, and Plan by contacting the Solicitation Agent by: (a) accessing the Debtor's case website at https://www.veritaglobal.net/vanderbilt; (b) writing to Vanderbilt Minerals, LLC, c/o Verita Ballot Processing, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245]; (c) submitting an inquiry via the case website at https://www.veritaglobal.net/vanderbilt/inquiry; or (d) telephone at (888) 733-1416 (U.S./Canada) or +1 (310) 751-2630 (International) to speak with a member of the Solicitation Team. You may also obtain copies of any pleadings filed in this Chapter 11 Case for a fee via PACER at: https://pacer.uscourts.gov.

With respect to any holder of a Talc Claim you represent, if you (i) are unable to certify that you have the authority to vote on the Plan on behalf of such holder pursuant to the Option A Certification or Option B Certification (as defined below), or (ii) wish such holder to cast his or her own Ballot on the Plan, you must:

(i) **if you choose for the Solicitation Agent to transmit the Solicitation Packages to your Clients**, within ten (10) Business Days of receiving the Solicitation Package you must provide the Solicitation Agent with an Excel file (reach out to Solicitation Agent for Excel template) setting forth specific data for each Client; or

(ii) **if you choose to transmit Solicitation Packages to your Clients directly**, within ten (10) Business Days of receiving the Solicitation Package, you must provide the Solicitation Agent with an Excel file (reach out to Solicitation Agent for Excel template) setting forth specific data for each Client. The Debtor will reimburse you for the actual postage incurred by you. If you wish to seek reimbursement, you must submit reasonable evidence of postage expenses incurred to obtain such reimbursement.

Please ensure that you have read and understood the certifications before signing the Class 5 Talc Claims Master Ballot. If you are unable to make any one of these certifications as to any of your Clients, within ten (10) Business Days of receiving the Solicitation Package, you must contact the Solicitation Agent by submitting an inquiry via the case website at

https://www.veritaglobal.net/vanderbilt/inquiry and request the Excel template for use to provide to the Solicitation Agent the names and addresses of such Clients so the Solicitation Agent can send Solicitation Packages either (i) directly to such Clients, or (ii) to you so the Solicitation Agent can arrange for Solicitation Packages and Ballots to be sent to you to transmit to Clients directly.

Any admission of Claims for purposes of voting on the Plan is **not** an admission of liability on the part of the Debtor or any other party for payment purposes.

INSTRUCTIONS FOR COMPLETING CLASS 5 TALC CLAIMS MASTER BALLOT

1. The Debtor is soliciting the votes of holders of Allowed Class 5 Talc Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement.

2. The Bankruptcy Court may confirm the Plan and thereby bind holders of Class 5 Talc Claims if, among other things, the Plan is confirmed. Please review the Disclosure Statement for more information.

3. This Class 5 Talc Claims Master Ballot is to be used by counsel of record for holders of Allowed Class 5 Talc Claims who are authorized to vote on behalf of those clients to accept or reject the Plan.

4. If a Ballot is submitted by a claimant directly to the Solicitation Agent and the same claimant is also included in a Class 5 Talc Claims Master Ballot, the Ballot submitted by the claimant will be counted and will supersede any vote returned in a Class 5 Talc Claims Master Ballot on behalf of that claimant.

5. To be entitled to vote on the Plan, a holder of a Claim in Class 5 Talc Claims (either directly or through his or her attorney or agent) must be able to certify, on information and belief, formed after an inquiry reasonable under the circumstances, that such holder has a Claim in Class 5 Talc Claims as of the Voting Record Date.

6. To have the votes reflected on the Class 5 Talc Claims Master Ballot counted for purposes of voting on the Plan, the Class 5 Talc Claims Master Ballot must be completed, signed, and returned so that it is actually received no later than the Voting Deadline (or such later date as agreed by the Debtor or extended by order of the Bankruptcy Court) by the Solicitation Agent as set forth in the instructions below. Class 5 Talc Claims Master Ballots will **NOT** be accepted by e-mail, facsimile transmission, or other electronic submissions. If the Class 5 Talc Claims Master Ballot is not signed, the Class 5 Talc Claims Master Ballot will not be valid or counted.

7. This Class 5 Talc Claims Master Ballot will not constitute or be deemed a proof of Claim or Equity Interest, an assertion of a Claim, the allowance of a Claim, or the acceptance or liquidation of any Talc Claim for purposes of distribution from the Liquidation Trust. None of the information set forth in this Class 5 Talc Claims Master Ballot shall constitute an admission by the Debtor as to the extent, validity, or priority of the Claim voted herein, nor shall anything contained herein be binding upon the Debtor or the claimant in any subsequent claims resolution process or other proceeding. This Class 5 Talc Claims Master Ballot may not be used for any purposes other than to transmit votes on the Plan.

8. Votes reflected by multiple Class 5 Talc Claims Master Ballots will be counted except to the extent that they are duplicative of other Class 5 Talc Claims Master Ballots. If an attorney would like to change the vote of one or more of its Clients before the Voting Deadline, such attorney must submit an entirely new and updated Class 5 Talc Claims Master Ballot and Master Ballot Exhibit (as defined below), which will replace (in their entirety) the previously-submitted Class 5 Talc Claims Master Ballot and Master Ballot Exhibit. In the event an attorney requests after the Voting Deadline to (a) withdraw the

vote of one or more of its Clients or (b) change the vote of one or more of its Clients, such withdrawal or change, as applicable, must comply with the process and requirements set forth in Bankruptcy Rule 3018. Notwithstanding the foregoing, if multiple Class 5 Talc Claims Master Ballots are received for the same holder on the same Claim, but are submitted by different attorneys or agents, the holder's vote will be counted only once and only if the votes on each Ballot are consistent. If the votes are not consistent, the Solicitation Agent may, but shall not be obligated to, contact the relevant attorneys or agents, with notice of such communication to counsel to the Debtor, and request that the attorneys or agents coordinate with each other to resolve the conflicting representation, and for the appropriate attorney or agent to send an e-mail to the Solicitation Agent with a reference to "Vanderbilt Minerals, LLC Class 5 Talc Claims Master Ballot" copying all affected attorneys and the Debtor confirming such resolution. If representation of the holder of the Talc Claim is not resolved before the earlier of (a) ten (10) calendar days from the notice of the conflict as provided by the Solicitation Agent or (b) the Voting Deadline, such votes shall not be counted.

9. Each holder of a Claim in Class 5 Talc Claims that votes must vote his, her, or its entire Claim either to accept (vote in favor of) or to reject (vote against) the Plan. A holder of a Claim in Class 5 Talc Claims may not split his, her, or its vote. Accordingly, the votes of any holder of a Claim in Class 5 Talc Claims who purports partially to accept and partially to reject the Plan will not be counted.

10. If the Class 5 Talc Claims Master Ballot is signed and timely submitted to the Solicitation Agent, but does not (a) designate either acceptance or rejection of the Plan, or designates both acceptance and rejection, of the Plan for any particular Claim listed on the Master Ballot Exhibit accompanying the Class 5 Talc Claims Master Ballot, (b) provide the last four digits of each claimant's Social Security Number or indicate that the claimant does not have a Social Security Number, or (c) provide the date of birth of the claimant, then the Solicitation Agent or the Debtor may, at their own discretion, contact the party submitting the Class 5 Talc Claims Master Ballot to cure the defect on the Class 5 Talc Claims Master Ballot or such vote will not be counted either as an acceptance or rejection of the Plan.

11. To complete the Class 5 Talc Claims Master Ballot properly, you must follow the procedures described below:

Item 1 of the Class 5 Talc Claims Master Ballot asks you to indicate how many holders of Talc Claims listed on the Master Ballot Exhibit accept or reject the Plan. If all of your Clients have authorized you to accept / vote in favor of the Plan, please check the box indicating same. If all of your Clients have authorized you to reject / vote against the Plan, please check the box indicating same. If some of your Clients have authorized you to accept / vote in favor of the Plan, while others have authorized you to reject / vote against the Plan, please check the box indicating the same and be certain to specify on the Master Ballot Exhibit which Clients have accepted the Plan and which Clients have rejected the Plan.

Item 2 of the Class 5 Talc Claims Master Ballot requires you to provide claim category information for each claimant.

You must specify a disease category for the Talc Claim of each claimant, chosen from the categories below. The following talc disease categories, along with their corresponding amount, medical criteria, and exposure criteria, are for voting purposes only.

a. Mesothelioma. Requires (i) diagnosis of mesothelioma[4] and (ii) [Regular Exposure to Debtor Talc].[5] **Claim amount for voting purposes only: $[●].**

b. Other Disease Claim. For talc-related diseases that do not meet or satisfy the medical criteria and exposure criteria for the disease category above and do satisfy the medical criteria and exposure criteria detailed in the Trust Distribution Procedures for an Other Disease Claim.[6] **Claim amount for voting purposes only: $[●].**

You will be required to certify that the disease category set forth on the Class 5 Talc Claims Master Ballot is supported by medical records or similar documentation and meets the medical criteria and exposure criteria detailed above. If no disease category is indicated for a holder of a Direct Talc Claim, the Solicitation Agent shall treat the affected vote as being cast on behalf of a claimant with an "Other Disease Claim." If more than one disease category is selected for a Talc Claim, the Solicitation Agent shall count the affected vote in the amount corresponding to the disease category with the highest selected claim amount. If a disease level is listed that does not exactly correspond to the disease levels set forth in the Trust Distribution Procedures the Talc Claim will be designated as an "Other Disease Claim" and assigned a value of $[●] for voting purposes.

If you wish to vote your Talc Claim in an amount greater than the value scheduled above, you must file a 3018 Motion with the Bankruptcy Court, requesting temporary allowance of

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[4] Pursuant to the Trust Distribution Procedures, all diagnoses of mesothelioma shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least ten (10) years have elapsed between the date Debtor Talc Exposure began and the diagnosis, or (ii) a history of the claimant's Debtor Talc Exposure sufficient to establish a 10-year latency period.

[5] [Pursuant to the Trust Distribution Procedures, to prove Regular Exposure to Debtor Talc, the Claimant must demonstrate [●]. A diagnosis of mesothelioma is required, and it must be based upon [●] .]

[6] [Pursuant to the Trust Distribution Procedures, claimants asserting an Other Disease Claim must provide the Liquidation Trust with (a) a disease diagnosis acceptable to the Trust and accompanied by evidence to establish a ten-year latency period between the first date of Debtor Talc Exposure and the diagnosis date, (b) medical records demonstrating that the Claimant was treated for the diagnosed disease, (c) detailed evidence of the Claimant's Debtor Talc Exposure in the form of verified answers to interrogatories or deposition testimony providing the Required Debtor Talc Exposure Information, (d) a medical report or affidavit by a board-certified medical doctor, oncologist, or pathologist with qualified expertise to diagnose the disease that is being asserted establishing the Claimant's Debtor Talc Exposure as a contributing factor in causing the disease identified in the diagnosis, which report or affidavit shall include citation to peer-reviewed medical or scientific literature recognizing a causal association between talc exposure and the asserted disease, (e) evidence acceptable to the Liquidation Trust that the medical or scientific community recognizes a causal link between Debtor Talc Exposure and the disease identified in the diagnosis, and (f) if the Claimant is living, a report detailing a physical examination of the Claimant by the physician providing the diagnosis of the asbestos-related disease. The Claimant must also establish to the Trust's satisfaction that the claimant had no significant occupational or industrial exposure (whether direct or bystander) to asbestos or asbestos products or to non-Debtor talc products. In addition, if the alleged disease is lung cancer, the Claimant must provide the Liquidation Trust with (a) evidence of underlying bilateral asbestos-related nonmalignant disease diagnosed prior to or at the time of the lung cancer diagnosis and (b) information establishing that the Claimant was a non-smoker for at least thirty (30) years prior to his or her lung cancer diagnosis.]

such Talc Claim for voting purposes in accordance with the Solicitation and Voting Procedures and as also detailed in the Confirmation Hearing Notice enclosed with this Solicitation Package.

Item 3 of the Class 5 Talc Claims Master Ballot requires you to prepare a list of each holder of a Talc Claim that you represent and for whom you are (i) voting under a power of attorney or (ii) have been authorized to vote with such holder's affirmative consent under applicable law, in substantially the same format as provided in the Class 5 Talc Claims Master Ballot that will become an exhibit to the Class 5 Talc Claims Master Ballot (the "Master Ballot Exhibit"). The Master Ballot Exhibit should indicate for each claimant: (a) the last name of the claimant; (b) the first name of the claimant; (c) the last 4 digits of the Social Security Number of the claimant (if claimant has not been issued a Social Security Number, the attorney must check the appropriate box); (d) the birth date of the claimant; (e) the disease level of the claimant; (f) whether the claimant votes to ACCEPT (vote in favor of) or to REJECT (vote against) the Proposed Plan; and (g) whether the Client's vote is submitted pursuant to the Option A Certification or the Option B Certification (as defined below). A Class 5 Talc Claims Master Ballot that does not contain the required information for the applicable type of Talc Claim may be deemed defective and not accepted by the Debtor for voting purposes on the Proposed Plan.

Item 4 – Releases.

Please be advised that Article X of the Plan provides for the following Debtor Releases, Exculpation, and Injunction provisions:

10.4 *Plan Injunction.*

(i) **Except as otherwise provided in this Plan (including, without limitation, Section 5.5 of this Plan) or in the Confirmation Order, as of the entry of the Confirmation Order but subject to the occurrence of the Effective Date, to the maximum extent permitted under applicable law, all holders of Claims or Interests (whether proof of such Claims or Interests has been filed or not and whether or not such holders vote in favor of, against or abstain from voting on this Plan or are presumed to have accepted or deemed to have rejected this Plan) and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and Affiliates, in their capacities as such, are (subject to the provisions of this Section) forever barred, estopped, and permanently enjoined after the entry of the Confirmation Order from, in relation to any Claim, Interest, or Cause of Action that will be or is treated, extinguished, exculpated, or released by this Plan or otherwise will be or is subject to this Plan: (a) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, or the Liquidating Trustee, as applicable, or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing parties mentioned in this subsection (a) or any property of any such transferee or successor; (b) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order**

against the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, or the Liquidating Trustee, as applicable, or the property of the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, or the Liquidating Trustee, as applicable, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing parties mentioned in this subsection (b) or any property of any such transferee or successor; (c) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against any of the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, the Liquidating Trustee, as applicable, or the property of the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, the Liquidating Trustee, as applicable, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (c) or any property of any such transferee or successor; (d) asserting any right of setoff, directly or indirectly, against any obligation due from the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, or the Liquidating Trustee, as applicable, or against the property or interests in property of the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, or the Liquidating Trustee, as applicable, except (1) as contemplated or Allowed by this Plan or (2) to the extent asserted in a timely filed proof of Claim or timely filed objection to the Confirmation of this Plan; and (e) acting or proceeding in any manner, in any place whatsoever, that does not conform to, does not comply with, or is inconsistent with the provisions of this Plan; *provided, however*, that nothing contained herein shall preclude such parties who have held, hold, or may hold Claims against or Interests in the Debtor or the Estate from exercising their rights, or obtaining benefits, pursuant to, and consistent with, the terms of this Plan and the Plan Documents.

(ii) **All Persons and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and Affiliates, in their capacities as such, holding Claims, Liens, Interests, charges, encumbrances, or other interests of any kind or nature whatsoever, including rights or Claims based on any successor or transferee liability, against the Debtor, the Liquidating Debtor, the Liquidation Trust, or the Assets transferred thereto (whether legal or equitable, secured or unsecured, matured or unmatured, contingent, or noncontingent, known or unknown), arising under or out of, in connection with, or in any way relating to the Debtor, the Liquidating Debtor, the Estate's Assets, the operation of the Estate's Assets prior to the Effective Date, or the Trust Formation Transactions, shall be forever barred, estopped, and permanently enjoined from taking any actions to interfere with the implementation or consummation of this Plan in relation to any Claim extinguished or released pursuant to this Plan.**

10.5 *Insurance Entity Injunction*

(i) **Purpose. To facilitate the Insurance Rights Transfer, protect the Liquidation Trust, and preserve its Insurance Rights, pursuant to the equitable jurisdiction and power of the Bankruptcy Court, the Bankruptcy Court shall issue the injunction set forth in this Section 10.5 of this Plan; *provided, however*, that the Insurance Entity Injunction is not issued for the benefit of any Insurance Company, and no Insurance Company is a third-party beneficiary of the Insurance Entity Injunction, except as otherwise specifically provided in any CIP Agreement or Insurance Settlement Agreement.**

(ii) **Terms Regarding Claims Against Insurance Companies. All Persons that have held or asserted, that hold or assert, or that may in the future hold or assert any Claim, demand, or Cause of Action against any Insurance Company based upon, attributable to, arising out of, or in any way connected with or on account of any Insurance Policy, whether in the United States of America or anywhere else in the world, whether sounding in tort, contract, warranty, or any other theory of law, equity, or admiralty, shall be stayed, restrained, and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering, or receiving payment, satisfaction, or recovery with respect to any such Claim, demand, or Cause of Action including:**

(a) **commencing, conducting, or continuing, in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum with respect to any such Claim, demand, or Cause of Action against any Insurance Company, or against the property of any Insurance Company, with respect to any such Claim, demand, or Cause of Action;**

(b) **enforcing, levying, attaching, collecting, or otherwise recovering, by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Insurance Company, or against the property of any Insurance Company, with respect to any such Claim, demand, or Cause of Action;**

(c) **creating, perfecting, or enforcing in any manner, directly or indirectly, any encumbrance against any Insurance Company, or the property of any Insurance Company, with respect to any such Claim, demand, or Cause of Action; and**

(d) **except as otherwise specifically provided in this Plan, asserting or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, directly or indirectly, against any obligation of any Insurance Company, or against the property of any Insurance Company, with respect to any such Claim, demand, or Cause of Action;**

***provided, however,* that (x) the injunction set forth in this Section 10.5(ii) of this Plan shall not impair in any way any actions brought by the Liquidation Trust against any Non-Settling Insurance Company and (y) the Liquidation Trust shall have the sole and exclusive authority at any time to terminate, or reduce, or limit the scope of the injunction set forth in this Section 10.5 of this Plan with respect to any Non-Settling Insurance Company upon express written notice to such Non-Settling Insurance Company.**

(iii) **Reservations. Notwithstanding anything to the contrary above, this Insurance Entity Injunction shall not enjoin:**

(a) **the rights of any Person to the treatment or other rights accorded them under this Plan, as applicable, including the rights of holders of Talc Claims to assert such Claims, as applicable, in accordance with the Trust Distribution Procedures;**

(b) **the rights of any Person to assert any Claim, debt, obligation, Cause of Action, or liability for payment of VLT Operating Expenses;**

(c) **the rights of the Liquidation Trust to prosecute any action based on or arising from the Insurance Policies or the CIP Agreements or settle any action or potential action based on or arising from the Insurance Policies or the CIP Agreements;**

(d) **the rights of the Liquidation Trust to assert any Claim, debt, obligation, Cause of Action or liability for payment against an Insurance Company based on or arising from the Insurance Policies or the CIP Agreements, except to the extent otherwise released;**

(e) **the rights of any Insurance Company (1) to assert any Claim, debt, obligation, Cause of Action, or liability for payment against any Non-Settling Insurance Company, (2) to assert any Claim for reinsurance under reinsurance contracts or any Claim under retrocessional contracts among the Settling Insurance Companies and any Non-Settling Insurance Company; or (3) to enforce its rights, if any, of subrogation to claims, rights, or Causes of Action of the Debtor, the Liquidating Debtor, or the Liquidation Trust (including as assignee or successor to the Debtor) against any Person that is not a Released Party or the Liquidation Trust.**

(f) **the rights of any Insurance Company, in accordance with Section 10.5(iv) of this Plan, to assert any Claim for contribution, subrogation, indemnification or other similar Cause of Action against the Liquidation Trust for a Settling Insurance Company's alleged share or equitable share of the defense and/or indemnity obligation for any Talc Claim or for any Cause of**

Action released in any Insurance Settlement Agreement.

(iv) **Judgment Reduction for Insurer Contribution Claims Against Settling Insurers. If a Non-Settling Insurance Company obtains a judicial determination or arbitration award in any insurance action, that it would have been entitled to recover a sum certain on its right, Claim, or Cause of Action against a Settling Insurance Company for contribution, subrogation, equitable subrogation, indemnification, allocation, reimbursement, or offset relating to one or more Claims assumed by the Liquidation Trust, or agrees to such entitlement to such sum certain, upon such determination or award in the insurance action, the Liquidation Trust shall satisfy such right of recovery from the Settling Insurance Company by reducing or limiting any Claim, Cause of Action, or judgment it has against the Non-Settling Insurance Company for recovery on any such assumed Claim; provided, however, if the Non-Settling Insurance Company is not subject to any such claim or cause of action or judgment held by the Liquidation Trust, then after such determination in the insurance action, the Liquidation Trust shall pay the amount to the Non-Settling Insurance Company in accordance with the Trust Distribution Procedures**.

10.6 *Releases*.

As of the Effective Date, except for the right to enforce this Plan or any right or obligation arising under the Plan Documents, for good and valuable consideration, the adequacy of which is hereby confirmed, including the service of the Released Parties before and during the Chapter 11 Case to facilitate the liquidation of the Debtor and the implementation of the Trust Formation Transactions, and except as otherwise explicitly provided in this Plan or in the Confirmation Order, on and after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, as such law may be extended subsequent to the Effective Date, by the Debtor, the Liquidating Debtor, the Estate and any Person seeking to exercise the rights of the Estate, and any successors to the Debtor or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys' fees and expenses whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtor, the Liquidating Debtor, or the Estate (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtor, the Liquidating Debtor, or the Estate would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtor, the Estate, the conduct of the Debtor's business, the Chapter 11 Case, the purchase, sale, or rescission of the purchase or sale of any security of the Debtor, the subject matter of, or the transactions or events giving

rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between the Debtor and any Released Party (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the Sale, the Asset Purchase Agreement, the Global Settlement, the Trust Formation Transactions, the VLT Documents, the restructuring of any Claim or Interest before or during the Chapter 11 Case, the Disclosure Statement, this Plan, and related agreements, instruments, and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to this Plan, or any other act or omission; *provided, however*, that the Debtor does not release, and the Liquidation Trust shall retain, Claims or Causes of Action arising out of, or related to, any act or omission of a Released Party that is determined in a Final Order by a court of competent jurisdiction to constitute gross negligence, willful misconduct or fraud. The Debtor, the Liquidating Debtor, the Liquidation Trust, and any other entities formed pursuant to this Plan shall be bound, to the same extent the Debtor and the Estate are bound, by the releases set forth in this Section 10.6 of this Plan.

10.7 *Exculpation*.

Notwithstanding anything herein to the contrary, and to the maximum extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby exculpated from, any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, and liability for any act or omission taken on or after the Petition Date and prior to or on the Effective Date relating to, in any way, or arising out of: the Chapter 11 Case; the negotiation, formulation, preparation, dissemination, implementation, administration, confirmation, consummation, and pursuit of the Disclosure Statement (including any information provided, or statements made, in the Disclosure Statement or omitted therefrom), the Trust Formation Transactions, the VLT Documents, this Plan (including the Plan Supplement), and the solicitation of votes for, and confirmation of, this Plan; the funding or consummation of this Plan (including the Plan Supplement); the occurrence of the Effective Date; the Sale, the Asset Purchase Agreement, and negotiations regarding or concerning any of the foregoing; the Global Settlement; the administration of this Plan and the property to be distributed under this Plan; the wind-down of the Debtor or the Liquidating Debtor, as applicable; the offer, issuance, and distribution of any securities under or in connection with the Plan; and the transactions in furtherance of any of the foregoing. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability. Notwithstanding the foregoing, this Section 10.7 of this Plan shall not exculpate any Exculpated Party with respect to any act or omission of such Exculpated Party that is determined in a Final Order by a court of competent jurisdiction to constitute gross negligence, willful misconduct or fraud.

10.8 *Injunction Related to Releases and Exculpation*.

No Person may commence or pursue a Cause of Action of any kind against the Exculpated Parties or the Released Parties that will be or is extinguished, exculpated, or released by this Plan or otherwise will be or is subject to this Plan.

Item 5 of the Class 5 Talc Claims Master Ballot requires that you:

- make certain certifications as a prerequisite to the submission of votes on behalf of voting Clients (please ensure that you have read and understood the certifications prior to signing the Class 5 Talc Claims Master Ballot, and that the certification is correct for each Talc Claim voted on the Class 5 Talc Claims Master Ballot);

- sign the Class 5 Talc Claims Master Ballot;

- provide your name and mailing address where indicated; and

- contact the Solicitation Agent if you need additional information or copies of any documents contained in the Solicitation Package.

Return the completed, executed Class 5 Talc Claims Master Ballot, including the Master Ballot Exhibit so as to be actually received by the Solicitation Agent before the Voting Deadline (or such later date as agreed by the Debtor or ordered by the Bankruptcy Court).

PLEASE COMPLETE, SIGN, AND DATE THIS CLASS 5 TALC CLAIMS MASTER BALLOT AND MASTER BALLOT EXHIBIT AND RETURN IT PROMPTLY TO:

BY THE E-BALLOT PORTAL:

If you use this Class 5 Talc Claims Master Ballot, you **must** submit the Class 5 Talc Claims Master Ballot and upload the Master Ballot Exhibit in PDF format through the Solicitation Agent's E-Ballot Portal available at https://www.veritaglobal.net/vanderbilt.

IMPORTANT NOTE: You will need the following information to submit your Class 5 Talc Claims Master Ballot:

Unique E-Ballot ID#: _____

Unique E-Ballot PIN#: _____

The E-Ballot Portal is the sole manner in which Class 5 Talc Claims Master Ballots and Master Ballot Exhibits will be accepted. Class 5 Talc Claims Master Ballots submitted by any other means will **NOT** be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims identified on the accompanying Master Ballot Exhibit. Class 5 Talc Claims Master Ballots conforming to these instructions and properly submitted through the E-Ballot Portal shall be deemed to contain an original signature.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER ENTITY THE AGENT OF THE DEBTOR OR THE SOLICITATION AGENT, OR AUTHORIZE YOU OR ANY OTHER ENTITY TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF THE DEBTOR WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE DOCUMENTS ENCLOSED HEREWITH.

CLASS 5 TALC CLAIMS MASTER BALLOT FOR VOTING ON THE CHAPTER 11 PLAN OF LIQUIDATION OF VANDERBILT MINERALS, LLC

PLEASE COMPLETE THE FOLLOWING:

Please read the Instructions for Completing Your Class 5 Talc Claims Master Ballot included within the Solicitation Package before submitting this Class 5 Talc Claims Master Ballot.

Item 1 – Tabulation

Please note that each holder of a Claim in Class 5 Talc Claims who votes must vote the entire amount of his, her, or its Claim to accept or reject the Plan. Any holder of a Claim in Class 5 Talc Claims who attempts partially to reject and partially to accept the Plan will not have their vote counted. If this Class 5 Talc Claims Master Ballot is signed and timely received by the Solicitation Agent but does not designate either acceptance or rejection or designates both acceptance and rejection of the Plan for any particular claimant, such vote will not be counted either as an acceptance or rejection of the Plan.

Please mark one of the boxes below:

☐ All claimants listed on the Master Ballot Exhibit accompanying this Class 5 Talc Claims Master Ballot accept / vote in favor of the Plan.

☐ All claimants listed on the Master Ballot Exhibit accompanying this Class 5 Talc Claims Master Ballot reject/ vote against the Plan.

☐ Some of the claimants listed on the Master Ballot Exhibit accompanying this Class 5 Talc Claims Master Ballot accept / vote in favor of the Plan, while other claimants listed on the Master Ballot Exhibit accompanying this Class 5 Talc Claims Master Ballot reject / vote against the Plan.

Item 2 – Summary of Votes by Claim Category

Please summarize the votes of the holders of Talc Claims for whom you are voting, according to disease category, on the table below. Please note that if there is a conflict between the information reflected in the summary table below and the information reflected on the Master Ballot Exhibit, the information reflected on the Master Ballot Exhibit will control and be used for tabulation purposes.

Claim Category	**Number of Votes ACCEPTING /VOTING IN FAVOR OF Plan**	**Dollar Amount of Votes ACCEPTING/ VOTING IN FAVOR OF Plan**	**Number of Votes REJECTING /VOTING AGAINST Plan**	**Dollar Amount of Votes REJECTING /VOTING AGAINST Plan**
Mesothelioma				
Other Disease Claim				
Total Votes				

PLEASE DO NOT INCLUDE ANY SUPPORTING DOCUMENTATION SUCH AS MEDICAL RECORDS WHEN SUBMITTING ANY DOCUMENTS, INCLUDING A BALLOT, TO THE SOLICITATION AGENT.

Item 3 – List of Holders of Talc Claims Represented by Attorney.

Include as an exhibit to this Class 5 Talc Claims Master Ballot (the "Master Ballot Exhibit") an electronic list of each holder of a Talc Claim whom you represent and for whom you are voting, which list should be completed using the Excel template provided by the Solicitation Agent, and then converted to PDF format for upload to the E-Ballot Portal. The Master Ballot Exhibit should indicate for each claimant: (a) the last name of the claimant; (b) the first name of the claimant; (c) the last 4 digits of the Social Security Number of the claimant (if claimant has not been issued a Social Security Number, the attorney must check the appropriate box); (d) the birth date of the claimant; (e) the disease level of the claimant; (f) whether the claimant votes to ACCEPT (vote in favor of) or to REJECT (vote against) the Proposed Plan; and (g) whether the Client's vote is submitted pursuant to the Option A Certification or the Option B Certification (as defined below).

"Option A Certification": With respect to each client identified on the Class 5 Talc Claims Master Ballot Exhibit for whom "Option A Certification" is selected, if any, such client is represented by me, and I have collected and recorded the vote of such client through customary and accepted practices, or have been authorized, consistent with applicable law, to procedurally cast such client's vote. I have complied with all terms, instructions, and conditions set forth in this Class 5 Talc Claims Master Ballot and the Disclosure Statement. Each such client has indicated his or her affirmative consent with respect to such vote under applicable law.

"Option B Certification": With respect to each client identified on the Class 5 Talc Claims Master Ballot Exhibit for whom "Option B Certification" is selected, if any, such client is represented by me, and I have the authority under a power of attorney to vote to accept or reject the Plan on behalf of such client's Talc Claim for which a vote is cast on the Class 5 Talc Claims Master Ballot Exhibit. I have completed this Class 5 Talc Claims Master Ballot Exhibit in accordance with the power granted to me/my law firm, and I have complied with all terms, instructions and conditions set forth in this Class 5 Talc Claims Master Ballot and the Disclosure Statement.

Please note that your Clients' votes may not be counted if you fail to provide each of the data points listed in the Master Ballot Exhibit. If you are unable to submit your Class 5 Talc Claims Master Ballot and Master Ballot Exhibit via the E-Ballot Portal, please contact the Solicitation Agent by submitting an inquiry at https://www.veritaglobal.net/vanderbilt/inquiry. The Master Ballot Exhibit template should be in the following format and is included with the Solicitation Package:[7]

YOUR CLIENT ID (IF ANY)	LAST NAME	SUFFIX (e.g., Sr., Jr., II, III, etc.)	FIRST NAME	MIDDLE NAME OR INITIAL	LAST 4 DIGITS OF SOCIAL SECURITY NUMBER	DATE OF BIRTH (MM/DD/YYYY) (For use only if Client does not have a Social Security Number	VOTE TO ACCEPT OR REJECT THE PLAN (Select ACCEPT or REJECT)	DISEASE LEVEL What disease type is the Client's Talc Claim? Select ONE ONLY: a. MESOTHELIOMA b. OTHER DISEASE	ADD DISEASE LEVEL VOTE AMOUNT a. MESOTHELIOMA (Claim amount for voting purposes only: $[●]) or b. OTHER DISEASE (Claim amount for voting purposes only: $[●])	BASIS FOR VOTING AUTHORITY (Select OPTION A CERTIFICATION or OPTION B CERTIFICATION)

If you do not complete the Master Ballot Exhibit with your Class 5 Talc Claims Master Ballot and submit it together with your Class 5 Talc Claims Master Ballot, your Clients' votes may not be counted.

Item 4 – Releases

Please be advised the Plan reflects the Debtor Release, Exculpation, and Injunction Provisions presented in the instructions above.

Item 5 – Certifications, Acknowledgement, Signature, and Date.

By signing this Class 5 Talc Claims Master Ballot, the undersigned certifies, under penalty of perjury, that each of the following statements is true and correct:

1. I have been provided with a copy of or access to the Confirmation Hearing Notice, the Disclosure Statement (with all exhibits, including the Plan with its exhibits), and the Solicitation Procedures Order.

2. With respect to each Client identified on the Master Ballot Exhibit for whom "Option A Certification" is selected, if any, such Client is represented by me, and I have collected and recorded the vote of such Client through customary and accepted practices, or have been authorized, consistent with applicable law, to procedurally cast such Client's vote. I have complied with all terms, instructions, and conditions set forth in this Class 5 Talc Claims Master Ballot and

[7] The Master Ballot Exhibit template shall be accessible in Excel format by clicking the "Submit Electronic Ballot (E-Ballot)" link on the Debtor's case website at https://www.veritaglobal.net/vanderbilt. Attorneys must complete the template and print to PDF for upload to the E-Ballot Portal.

the Disclosure Statement. Each such client has indicated his or her affirmative consent with respect to such vote under applicable law.

3. With respect to each Client identified on the Master Ballot Exhibit for whom "Option B Certification" is selected, if any, such Client is represented by me, and I have the authority under a power of attorney to vote to accept or reject the Plan on behalf of such Client's Talc Claim for which a vote is cast on the Master Ballot Exhibit. I have completed this Class 5 Talc Claims Master Ballot and the Master Ballot Exhibit in accordance with the power granted to me/my law firm, and I have complied with all terms, instructions and conditions set forth in this Class 5 Talc Claims Master Ballot and the Disclosure Statement.

4. On information and belief, each claimant identified on the exhibit attached hereto has a Talc Claim (as defined in the Plan) against the Debtor.

5. On information and belief, the talc-related disease attributed to such Talc Claim is the disease category designated on the Master Ballot Exhibit, based on medical records or similar documentation regarding the person who has or had such disease, and meets the medical criteria and exposure criteria detailed in the Trust Distribution Procedures.

Name of Attorney: _____
(Please print or type)

Name of Law Firm: _____
(Please print or type)

Attorney Signature: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address of
Attorney/Signatory: _____

Date Completed: _____

The entire Master Ballot Exhibit accompanying this Class 5 Talc Claims Master Ballot must be prepared and returned with this completed Class 5 Talc Claims Master Ballot to the Solicitation Agent.

DO NOT INCLUDE MEDICAL RECORDS WITH THIS CLASS 5 TALC CLAIMS MASTER BALLOT. MEDICAL RECORDS CANNOT BE RETURNED BY THE SOLICITATION AGENT.

IF THIS CLASS 5 TALC CLAIMS MASTER BALLOT (INCLUDING COMPLETED EXHIBIT) IS NOT RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE WHICH IS OCTOBER 19, 2026, AT 5:00 P.M. (PREVAILING EASTERN TIME), OR SUCH LATER DATE AS AGREED BY THE DEBTOR OR BY ORDER OF THE BANKRUPTCY COURT, YOUR CLIENTS' VOTES WILL NOT BE COUNTED.

Exhibit 5

Proposed Form of Class 5 Talc Claims Claimholder Ballot

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

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

CLASS 5 TALC CLAIMS CLAIMHOLDER BALLOT FOR ACCEPTING OR REJECTING THE CHAPTER 11 PLAN OF LIQUIDATION OF VANDERBILT MINERALS, LLC

CLASS 5 – TALC CLAIMS

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS BALLOT

THIS BALLOT MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY OCTOBER 19, 2026, AT 5:00 P.M. (PREVAILING EASTERN TIME) (THE "VOTING DEADLINE")

On [●], 2026, the United States Bankruptcy Court for the Northern District of New York (the "Bankruptcy Court") entered an order [Docket No. [●]] (the "Solicitation Procedures Order"), among other things: (i) approving the proposed disclosure statement [Docket No. [●]] (together with all exhibits and schedules thereto and as may be amended, modified, or supplemented, the "Disclosure Statement") submitted by Vanderbilt Minerals, LLC, as debtor and debtor in possession in the above-captioned Chapter 11 Case (the "Debtor") for the *Chapter 11 Plan of Liquidation of Vanderbilt Minerals, LLC* [Docket No. [●]] (together with all schedules and exhibits thereto and as may be amended, modified, or supplemented, the "Plan"), (ii) establishing the Voting Deadline (as defined below) and other deadlines with respect to confirmation of the Plan; (iii) approving procedures for soliciting, submitting, tabulating votes on, and filing objections to, the Plan; and (iv) approving the forms and manner of certain notices in connection with confirmation of the Plan.[2] The Bankruptcy Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of title 11 of the United States Code (the "Bankruptcy Code"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

[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 otherwise defined herein have the meanings set forth in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

You have received this Ballot because the Debtor's records indicate that you are a holder of a Talc Claim in Class 5 Talc Claims and, accordingly, you are entitled to vote to accept or reject the Plan. This Ballot may be used by holders of Talc Claims, including holders of Direct Talc Claims and/or holders of Indirect Talc Claims.[3] This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact Kurtzman Carson Consultants, LLC d/b/a Verita Global, the solicitation agent retained by the Debtor in this Chapter 11 Case (the "Solicitation Agent"), at the address, telephone number, or case website as set forth below.

Your rights are described in the Disclosure Statement and the Solicitation Procedures Order. You should review the Disclosure Statement and the Plan before you vote. Your Claim has been placed in Class 5 Talc Claims under the Plan. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim.

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[3] "Talc Claim" is any Claim whether known or unknown, including with respect to any manner of bodily injury, death, sickness, disease or disease process, emotional distress, fear of cancer, medical monitoring or any other personal injuries or harms (whether physical, emotional or otherwise), for which the Debtor is alleged to be liable, directly or indirectly arising out of or relating to the presence of or exposure to talc or talc-containing products, including, without limitation: (i) any products previously mined, processed, milled, manufactured, sold and/or distributed by the Debtor or by any other entity for whose conduct the Debtor has liability or is alleged to have liability including any predecessors or alleged predecessors to the Debtor; (ii) any materials present at any premises owned, leased, occupied or operated by any entity for whose products, acts, omissions, business or operations the Debtor has, or is alleged to have, liability; or (iii) any talc alleged to contain asbestos or other constituent. Talc Claims include all such claims, whether: (a) in tort, contract, warranty, restitution, conspiracy, contribution, indemnity, guarantee, subrogation or any other theory of law, equity or admiralty; (b) seeking compensatory, special, economic, non-economic, punitive, exemplary, administrative or any other costs or damages; or (c) seeking any legal, equitable or other relief of any kind whatsoever, including, for the avoidance of doubt, any such claims assertable against the Debtor. Talc Claims also include any such claims that have been resolved or are subject to resolution pursuant to any agreement, or any such claims that are based on a judgment or verdict. The term "Talc Claim" includes, without limitation (i) all claims, debts, obligations, or liabilities for compensatory damages (such as, without limitation, loss of consortium, medical monitoring, personal or bodily injury, wrongful death, survivorship, proximate, consequential, general, and special damages) and punitive damages; and (ii) Indirect Talc Claims. Talc Claims do not include any claim by any present or former employee of a predecessor or Affiliate of the Debtor for benefits under a policy of workers' compensation insurance or for benefits under any state or federal workers' compensation statute or other statute providing compensation to an employee from an employer.

"Direct Talc Claim" is any Talc Claim other than an Indirect Talc Claim.

"Indirect Talc Claim" is a Talc Claim of any corporation (as defined in section 101(9) of the Bankruptcy Code), insurer, co-defendant of the Debtor, or predecessor of the Debtor for contribution, reimbursement, subrogation, or indemnity, whether contractual or implied by law (as those terms are defined by applicable non-bankruptcy law of the relevant jurisdiction), and any other derivative Talc Claim of any corporation (as defined in section 101(9) of the Bankruptcy Code), insurer, co-defendant of the Debtor, or predecessor of the Debtor, whether in the nature of or sounding in contract, tort, warranty, or other theory of law. An Indirect Talc Claim shall not include any claim for or otherwise relating to death, injury, or damages caused by talc or a product or material containing talc that is asserted by or on behalf of any injured individual, the estate, legal counsel, relative, assignee, or other representative of any injured individual, or an individual who claims injury or damages as a result of the injury or death of another individual regardless of whether such claim is seeking compensatory, special, economic, non-economic, punitive, exemplary, administrative, or any other costs or damages, or any legal, equitable or other relief whatsoever, including pursuant to a settlement, judgment, or verdict. By way of illustration and not limitation, an Indirect Talc Claim shall not include any claim for loss of consortium, loss of companionship, services and society, or wrongful death.

If the Solicitation Agent does not receive your Ballot on or before **October 19, 2026, at 5:00 p.m. (prevailing Eastern Time)** (the "Voting Deadline"), and if the Voting Deadline is not extended, your vote will not count. **If the Bankruptcy Court confirms the Plan, it will bind you regardless of whether you vote.** You may submit your Ballot through the Solicitation Agent's online electronic balloting portal (the "E-Ballot Portal") or by returning this paper Ballot.

You may obtain copies of the other documents in the Solicitation Package, including the Disclosure Statement, Solicitation Procedures Order, and Plan by contacting the Solicitation Agent by (a) accessing the Debtor's case website at https://www.veritaglobal.net/vanderbilt; (b) writing to Vanderbilt Minerals, LLC, c/o Verita Ballot Processing, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245]; (c) submitting an inquiry via the case website at https://www.veritaglobal.net/vanderbilt/inquiry; or (d) telephone at (888) 733-1416 (U.S./Canada) or +1 (310) 751-2630 (International) and request to speak with a member of the solicitation team. You may also obtain copies of any pleadings filed in this Chapter 11 Case for a fee via PACER at: https://pacer.uscourts.gov.

THIS BALLOT IS FOR USE BY OR ON BEHALF OF HOLDERS OF CLASS 5 TALC CLAIMS ONLY. ATTORNEYS REPRESENTING MORE THAN ONE HOLDER OF CLASS 5 TALC CLAIMS MAY NOT USE THIS BALLOT TO VOTE ON BEHALF OF MULTIPLE SUCH CLIENTS' CLAIMS.

Any admission of Claims for purposes of voting on the Plan is not an admission of liability on the part of the Debtor or any other party for payment purposes.

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INSTRUCTIONS FOR COMPLETING YOUR BALLOT

The following instructions explain each of the items contained on your Ballot. If you have any questions, please contact the Solicitation Agent at the number provided above or visit https://www.veritaglobal.net/vanderbilt.

IF SUBMITTING YOUR VOTE THROUGH THE E-BALLOT PORTAL

The Solicitation Agent will accept Ballots if properly completed through the E-Ballot Portal. To submit your Ballot via the E-Ballot Portal, visit https://www.veritaglobal.net/vanderbilt, click on "E- Ballot" under the Case Action section of the Debtor's website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

Unique E-Ballot PIN#: _____

The E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the E-Ballot Portal should NOT also submit a paper Ballot.

If your Ballot is not received by the Solicitation Agent on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtor as noted above, your vote will not be counted.

Submit your completed and signed Ballot by mail using the envelope included in the Solicitation Package, or by hand delivery, or overnight courier to:

If by First Class Mail, Hand Delivery, or Overnight Mail:

Vanderbilt Minerals, LLC,
c/o Verita Ballot Processing,
222 N. Pacific Coast Highway, Suite 300,
El Segundo, CA 90245

To fill out your Ballot, you must complete the following:

Item 1. Claimant Information.

For Direct Talc Claims: Please fill in the name, address, and birth date information requested. You should include your street address, city, state, ZIP Code, telephone number, and the last four digits of your Social Security Number if one has been issued to you. If you were issued a Social Security Number, you **MUST** provide the last four digits of your Social Security Number in the appropriate box. If you have not been issued a Social Security Number, you **MUST** check the appropriate box.

For Indirect Talc Claims: Please fill in the name, address, and Employer Identification Number (EIN) or Tax Identification Number (TIN) information requested. If you have an Employer Identification Number (EIN) or Tax Identification Number (TIN), you **MUST** provide this information. If you do not have Employer Identification Number (EIN) or Tax Identification Number (TIN), you **MUST** check the appropriate box.

Item 2. Vote on the Plan.

Vote on the Plan by checking the box that corresponds to your choice. You may vote to accept the Plan (meaning that you vote in favor of the Plan) or to reject the Plan (meaning that you vote against the Plan). You must check either the accept or reject box below to have your vote counted. If you (a) check both the accept and reject boxes or (b) do not check either the accept or reject box, your vote will **not** be counted.

Item 3. Claim Category.

For Direct Talc Claims: Please check the box on the Claimholder Ballot that corresponds to the talc-related disease forming the basis of your Talc Claim. You may wish to contact your doctor or legal advisor before completing this Item 3. Holders of Direct Talc Claims should not include any supporting documentation such as medical records when submitting any documents, including a Ballot, to the Solicitation Agent.

For Indirect Talc Claims: Please check the box indicating "Indirect Talc Claim" on the Claimholder Ballot.

1. To vote to accept (in favor of) or to reject (against) the Plan, a claimant or such claimant's representative or authorized signatory must certify, on information and belief, that such claimant holds a Talc Claim against the Debtor as of the Voting Record Date.

For Direct Talc Claims, the following are the talc-related disease categories, along with their corresponding amount, medical criteria, and exposure criteria, for voting purposes only:

a. Mesothelioma. Requires (i) diagnosis of mesothelioma[4] and (ii) [Regular Exposure to Debtor Talc].[5] **The claim amount for voting purposes only is: $[●].**

b. Other Disease Claim. For talc-related diseases that do not meet or satisfy the medical criteria and exposure criteria for the disease category above and do satisfy the medical criteria and exposure criteria detailed in the Trust Distribution Procedures for an Other Disease Claim.[6] **The claim amount for voting purposes only is: $[●].**

For Indirect Talc Claims, the claim amount for voting purposes only is: $[100.00].

If you wish to vote your Talc Claim in an amount greater than the value scheduled above, you must file a 3018 Motion with the Bankruptcy Court, requesting temporary allowance of such Talc Claim for voting purposes in accordance with the Solicitation and Voting Procedures and as also detailed in the Confirmation Hearing Notice enclosed with this Solicitation Package.

For Direct Talc Claims: Any vote on behalf of a claimant who is a natural person, submitted without any designation under Item 3, will be counted as a vote on behalf of a claimant with "Other Disease Claim." Should more than one designation be made on account of the same Claim, the designation with the highest amount on account of such Claim shall be counted. If a disease level is listed that does not exactly correspond to the disease levels set forth in the Trust Distribution Procedures, the Talc Claim will be designated as an "Other Disease Claim" and assigned a value

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[4] Pursuant to the Trust Distribution Procedures, all diagnoses of mesothelioma shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least ten (10) years have elapsed between the date Debtor Talc Exposure began and the diagnosis, or (ii) a history of the claimant's Debtor Talc Exposure sufficient to establish a 10-year latency period.

[5] [Pursuant to the Trust Distribution Procedures, to prove Regular Exposure to Debtor Talc, the Claimant must demonstrate [●]. A diagnosis of mesothelioma is required, and it must be based upon [●].]

[6] [Pursuant to the Trust Distribution Procedures, claimants asserting an Other Disease Claim must provide the Liquidation Trust with (a) a disease diagnosis acceptable to the Trust and accompanied by evidence to establish a ten-year latency period between the first date of Debtor Talc Exposure and the diagnosis date, (b) medical records demonstrating that the Claimant was treated for the diagnosed disease, (c) detailed evidence of the Claimant's Debtor Talc Exposure in the form of verified answers to interrogatories or deposition testimony providing the Required Debtor Talc Exposure Information, (d) a medical report or affidavit by a board-certified medical doctor, oncologist, or pathologist with qualified expertise to diagnose the disease that is being asserted establishing the Claimant's Debtor Talc Exposure as a contributing factor in causing the disease identified in the diagnosis, which report or affidavit shall include citation to peer-reviewed medical or scientific literature recognizing a causal association between talc exposure and the asserted disease, (e) evidence acceptable to the Liquidation Trust that the medical or scientific community recognizes a causal link between Debtor Talc Exposure and the disease identified in the diagnosis, and (f) if the Claimant is living, a report detailing a physical examination of the Claimant by the physician providing the diagnosis of the asbestos-related disease. The Claimant must also establish to the Trust's satisfaction that the claimant had no significant occupational or industrial exposure (whether direct or bystander) to asbestos or asbestos products or to non-Debtor talc products. In addition, if the alleged disease is lung cancer, the Claimant must provide the Liquidation Trust with (a) evidence of underlying bilateral asbestos-related nonmalignant disease diagnosed prior to or at the time of the lung cancer diagnosis and (b) information establishing that the Claimant was a non-smoker for at least thirty (30) years prior to his or her lung cancer diagnosis.]

of $[●] for voting purposes. Should more than one disease category be selected, the designated disease category with the highest dollar amount shall be counted.

For Indirect Talc Claims: Any vote on behalf of claimant holding an Indirect Talc Claim must select "Indirect Talc Claim" as the claim category.

DO NOT INCLUDE MEDICAL RECORDS WITH THIS BALLOT. MEDICAL RECORDS CANNOT BE RETURNED BY THE SOLICITATION AGENT

Item 4. Releases.

Article X of the Plan provides for the following Debtor Releases, Exculpation, and Injunction Provisions:

10.4 *Plan Injunction*.

(i) **Except as otherwise provided in this Plan (including, without limitation, Section 5.5 of this Plan) or in the Confirmation Order, as of the entry of the Confirmation Order but subject to the occurrence of the Effective Date, to the maximum extent permitted under applicable law, all holders of Claims or Interests (whether proof of such Claims or Interests has been filed or not and whether or not such holders vote in favor of, against or abstain from voting on this Plan or are presumed to have accepted or deemed to have rejected this Plan) and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and Affiliates, in their capacities as such, are (subject to the provisions of this Section) forever barred, estopped, and permanently enjoined after the entry of the Confirmation Order from, in relation to any Claim, Interest, or Cause of Action that will be or is treated, extinguished, exculpated, or released by this Plan or otherwise will be or is subject to this Plan: (a) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, or the Liquidating Trustee, as applicable, or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing parties mentioned in this subsection (a) or any property of any such transferee or successor; (b) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, or the Liquidating Trustee, as applicable, or the property of the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, or the Liquidating Trustee, as applicable, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing parties mentioned in this subsection (b) or any property of any such transferee or successor; (c) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against any of the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, the Liquidating Trustee, as applicable, or the property of the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, the Liquidating Trustee, as applicable, or any direct or indirect transferee of any property of, or successor**

in interest to, any of the foregoing Persons mentioned in this subsection (c) or any property of any such transferee or successor; (d) asserting any right of setoff, directly or indirectly, against any obligation due from the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, or the Liquidating Trustee, as applicable, or against the property or interests in property of the Debtor, the Liquidating Debtor, the Estate, the Liquidation Trust, or the Liquidating Trustee, as applicable, except (1) as contemplated or Allowed by this Plan or (2) to the extent asserted in a timely filed proof of Claim or timely filed objection to the Confirmation of this Plan; and (e) acting or proceeding in any manner, in any place whatsoever, that does not conform to, does not comply with, or is inconsistent with the provisions of this Plan; *provided, however*, that nothing contained herein shall preclude such parties who have held, hold, or may hold Claims against or Interests in the Debtor or the Estate from exercising their rights, or obtaining benefits, pursuant to, and consistent with, the terms of this Plan and the Plan Documents.

(ii) **All Persons and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and Affiliates, in their capacities as such, holding Claims, Liens, Interests, charges, encumbrances, or other interests of any kind or nature whatsoever, including rights or Claims based on any successor or transferee liability, against the Debtor, the Liquidating Debtor, the Liquidation Trust, or the Assets transferred thereto (whether legal or equitable, secured or unsecured, matured or unmatured, contingent, or noncontingent, known or unknown), arising under or out of, in connection with, or in any way relating to the Debtor, the Liquidating Debtor, the Estate's Assets, the operation of the Estate's Assets prior to the Effective Date, or the Trust Formation Transactions, shall be forever barred, estopped, and permanently enjoined from taking any actions to interfere with the implementation or consummation of this Plan in relation to any Claim extinguished or released pursuant to this Plan.**

10.5 *Insurance Entity Injunction*

(i) **Purpose. To facilitate the Insurance Rights Transfer, protect the Liquidation Trust, and preserve its Insurance Rights, pursuant to the equitable jurisdiction and power of the Bankruptcy Court, the Bankruptcy Court shall issue the injunction set forth in this Section 10.5 of this Plan; *provided, however*, that the Insurance Entity Injunction is not issued for the benefit of any Insurance Company, and no Insurance Company is a third-party beneficiary of the Insurance Entity Injunction, except as otherwise specifically provided in any CIP Agreement or Insurance Settlement Agreement.**

(ii) **Terms Regarding Claims Against Insurance Companies. All Persons that have held or asserted, that hold or assert, or that may in the future hold or assert any Claim, demand, or Cause of Action against any Insurance Company based upon, attributable to, arising out of, or in any way connected with or on account of any Insurance Policy, whether in the United States of America or anywhere else in the world, whether sounding in tort, contract, warranty, or any other theory of law, equity, or admiralty, shall be stayed, restrained, and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering, or receiving payment, satisfaction, or recovery with respect to any such Claim, demand, or Cause of Action including:**

(a) **commencing, conducting, or continuing, in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum with respect to any such Claim, demand, or Cause of Action against any Insurance Company, or against the property of any Insurance Company, with respect to any such Claim, demand, or Cause of Action;**

(b) **enforcing, levying, attaching, collecting, or otherwise recovering, by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Insurance Company, or against the property of any Insurance Company, with respect to any such Claim, demand, or Cause of Action;**

(c) **creating, perfecting, or enforcing in any manner, directly or indirectly, any encumbrance against any Insurance Company, or the property of any Insurance Company, with respect to any such Claim, demand, or Cause of Action; and**

(d) **except as otherwise specifically provided in this Plan, asserting or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, directly or indirectly, against any obligation of any Insurance Company, or against the property of any Insurance Company, with respect to any such Claim, demand, or Cause of Action;**

***provided, however,* that (x) the injunction set forth in this Section 10.5(ii) of this Plan shall not impair in any way any actions brought by the Liquidation Trust against any Non-Settling Insurance Company and (y) the Liquidation Trust shall have the sole and exclusive authority at any time to terminate, or reduce, or limit the scope of the injunction set forth in this Section 10.5 of this Plan with respect to any Non-Settling Insurance Company upon express written notice to such Non-Settling Insurance Company.**

(iii) **Reservations. Notwithstanding anything to the contrary above, this Insurance Entity Injunction shall not enjoin:**

(a) **the rights of any Person to the treatment or other rights accorded them under this Plan, as applicable, including the rights of holders of Talc Claims to assert such Claims, as applicable, in accordance with the Trust Distribution Procedures;**

(b) **the rights of any Person to assert any Claim, debt, obligation, Cause of Action, or liability for payment of VLT Operating Expenses;**

(c) **the rights of the Liquidation Trust to prosecute any action based on or arising from the Insurance Policies or the CIP Agreements or settle any action or potential action based on or arising from the Insurance Policies or the CIP Agreements;**

(d) **the rights of the Liquidation Trust to assert any Claim, debt, obligation, Cause of Action or liability for payment against an Insurance Company based on or arising from the Insurance Policies or the CIP Agreements, except to the extent otherwise released;**

(e) **the rights of any Insurance Company (1) to assert any Claim, debt, obligation, Cause of Action, or liability for payment against any Non-Settling Insurance Company, (2) to assert any Claim for reinsurance under reinsurance contracts or any Claim under retrocessional contracts among the Settling Insurance Companies and any Non-Settling Insurance Company; or (3) to enforce its rights, if any, of subrogation to claims, rights, or Causes of Action of the Debtor, the Liquidating Debtor, or the Liquidation Trust (including as assignee or successor to the Debtor) against any Person that is not a Released Party or the Liquidation Trust.**

(f) **the rights of any Insurance Company, in accordance with Section 10.5(iv) of this Plan, to assert any Claim for contribution, subrogation, indemnification or other similar Cause of Action against the Liquidation Trust for a Settling Insurance Company's alleged share or equitable share of the defense and/or indemnity obligation for any Talc Claim or for any Cause of Action released in any Insurance Settlement Agreement.**

(iv) **Judgment Reduction for Insurer Contribution Claims Against Settling Insurers. If a Non-Settling Insurance Company obtains a judicial determination or arbitration award in any insurance action, that it would have been entitled to recover a sum certain on its right, Claim, or Cause of Action against a Settling Insurance Company for contribution, subrogation, equitable subrogation, indemnification, allocation, reimbursement, or offset relating to one or more Claims assumed by the Liquidation Trust, or agrees to such entitlement to such sum certain, upon such determination or award in the**

insurance action, the Liquidation Trust shall satisfy such right of recovery from the Settling Insurance Company by reducing or limiting any Claim, Cause of Action, or judgment it has against the Non-Settling Insurance Company for recovery on any such assumed Claim; provided, however, if the Non-Settling Insurance Company is not subject to any such claim or cause of action or judgment held by the Liquidation Trust, then after such determination in the insurance action, the Liquidation Trust shall pay the amount to the Non-Settling Insurance Company in accordance with the Trust Distribution Procedures.

10.6 *Releases*.

As of the Effective Date, except for the right to enforce this Plan or any right or obligation arising under the Plan Documents, for good and valuable consideration, the adequacy of which is hereby confirmed, including the service of the Released Parties before and during the Chapter 11 Case to facilitate the liquidation of the Debtor and the implementation of the Trust Formation Transactions, and except as otherwise explicitly provided in this Plan or in the Confirmation Order, on and after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, as such law may be extended subsequent to the Effective Date, by the Debtor, the Liquidating Debtor, the Estate and any Person seeking to exercise the rights of the Estate, and any successors to the Debtor or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys' fees and expenses whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtor, the Liquidating Debtor, or the Estate (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtor, the Liquidating Debtor, or the Estate would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtor, the Estate, the conduct of the Debtor's business, the Chapter 11 Case, the purchase, sale, or rescission of the purchase or sale of any security of the Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between the Debtor and any Released Party (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the Sale, the Asset Purchase Agreement, the Global Settlement, the Trust Formation Transactions, the VLT Documents, the restructuring of any Claim or Interest before or during the Chapter 11 Case, the Disclosure Statement, this Plan, and related agreements, instruments, and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to this Plan, or any other act or omission; *provided, however*, that the Debtor does not release, and the Liquidation Trust shall retain, Claims or Causes of Action arising out of, or related

to, any act or omission of a Released Party that is determined in a Final Order by a court of competent jurisdiction to constitute gross negligence, willful misconduct or fraud. The Debtor, the Liquidating Debtor, the Liquidation Trust, and any other entities formed pursuant to this Plan shall be bound, to the same extent the Debtor and the Estate are bound, by the releases set forth in this Section 10.6 of this Plan.

10.7 *Exculpation*.

Notwithstanding anything herein to the contrary, and to the maximum extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby exculpated from, any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, and liability for any act or omission taken on or after the Petition Date and prior to or on the Effective Date relating to, in any way, or arising out of: the Chapter 11 Case; the negotiation, formulation, preparation, dissemination, implementation, administration, confirmation, consummation, and pursuit of the Disclosure Statement (including any information provided, or statements made, in the Disclosure Statement or omitted therefrom), the Trust Formation Transactions, the VLT Documents, this Plan (including the Plan Supplement), and the solicitation of votes for, and confirmation of, this Plan; the funding or consummation of this Plan (including the Plan Supplement); the occurrence of the Effective Date; the Sale, the Asset Purchase Agreement, and negotiations regarding or concerning any of the foregoing; the Global Settlement; the administration of this Plan and the property to be distributed under this Plan; the wind-down of the Debtor or the Liquidating Debtor, as applicable; the offer, issuance, and distribution of any securities under or in connection with the Plan; and the transactions in furtherance of any of the foregoing. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability. Notwithstanding the foregoing, this Section 10.7 of this Plan shall not exculpate any Exculpated Party with respect to any act or omission of such Exculpated Party that is determined in a Final Order by a court of competent jurisdiction to constitute gross negligence, willful misconduct or fraud.

10.8 *Injunction Related to Releases and Exculpation*.

No Person may commence or pursue a Cause of Action of any kind against the Exculpated Parties or the Released Parties that will be or is extinguished, exculpated, or released by this Plan or otherwise will be or is subject to this Plan.

Item 5. Certifications, Acknowledgement, Signature and Date.

Either the claimant, the claimant's personal representative, or the claimant's authorized signatory must sign the Ballot. If the Ballot is not signed, the vote shown on the Ballot will not be counted.

The claimant, the claimant's personal representative, or the claimant's authorized signatory must certify certain information on the Ballot. Please read the certifications below and ensure that the information on the Ballot meets the requirements of those certifications.

By signing and returning a Ballot, the claimant or its authorized agent certifies, on information and belief, that the claimant holds a Talc Claim in the designated claim category, as

described above. For Direct Talc Claims, this includes certification of the disease category. For Indirect Talc Claims, this includes certification that the claimant holds an Indirect Talc Claim against the Debtor. If you are completing the Ballot on behalf of another person or entity, indicate your relationship to such person or entity and the capacity in which you are signing. Proof of such capacity is to be provided upon request.

This Ballot will not constitute or be deemed a proof of Claim or Equity Interest, an assertion of a Claim, the allowance of a Claim, or the acceptance or liquidation of any Talc Claim for purposes of distribution from the Liquidation Trust. None of the information set forth in this Ballot shall constitute an admission by the Debtor as to the extent, validity, or priority of the Claim voted herein, nor shall anything contained herein be binding upon the Debtor or the claimant in any subsequent claims resolution process or other proceeding. This Ballot may not be used for any purposes other than to transmit votes on the Plan.

If you cast more than one Ballot voting the same Talc Claim before the Voting Deadline (or such later date as agreed by the Debtor), the latest dated Ballot will supersede any prior Ballots. Notwithstanding the foregoing, if you cast more than one Ballot voting the same Talc Claim, and the latest dated Ballot is received after the Voting Deadline, such Ballot must comply with the process and requirements set forth in Bankruptcy Rule 3018 to be counted. In addition, in the event you request to withdraw your vote after the Voting Deadline, such request must comply with the process and requirements set forth in Bankruptcy Rule 3018.

Holders of Talc Claims must vote the full amount of their Talc Claims to accept (vote in favor of) or to reject (vote against) the Plan. A holder of a Talc Claim may not split his, her, or its vote. Accordingly, the votes of any holder of a Talc Claim who purports partially to accept and partially to reject the Plan will not be counted.

The Solicitation Agent and Debtor are authorized in their sole and absolute discretion, but are not obligated, to contact you to cure any defects in the Ballot.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE SOLICITATION AND VOTING PROCEDURES, PLEASE CONTACT THE SOLICITATION AGENT BY PHONE AT (888) 733-1416 (U.S./CANADA) OR +1 (310) 751-2630 (INTERNATIONAL) AND ASK TO SPEAK WITH A MEMBER OF THE SOLICITATON TEAM, OR BY SUBMITTING AN INQUIRY VIA THE CASE WEBSITE AT HTTPS://WWW.VERITAGLOBAL.NET/VANDERBILT/INQUIRY.

CLASS 5 TALC CLAIMS CLAIMHOLDER BALLOT FOR VOTING ON CHAPTER 11 PLAN OF LIQUIDATION OF VANDERBILT MINERALS, LLC

Please read the instructions that accompany this Ballot before completing.

ITEM 1 – Claimant Information:

_____

Name / Entity Name

_____

Street Address

_____

City, State, and ZIP Code

_____

Telephone Number

_____

Birth Date (for Direct Talc Claims only)

_____

Last 4 Digits of Social Security Number (for Direct Talc Claims only)

☐ I have not been issued a Social Security Number

_____

Employer Identification Number (EIN) / Tax Identification Number (TIN) (for Indirect Talc Claims only)

☐ I do not have an Employer Identification Number (EIN) / Tax Identification Number (TIN)

ITEM 2 – Vote on the Plan

The undersigned, as holder of (or representative of a holder of) a Talc Claim, votes (fill in ONE box only)

☐ to ACCEPT (vote in favor of) the Plan.

☐ to REJECT (vote against) the Plan.

Please note that your Talc Claim has been temporarily allowed solely for the purposes of voting to accept or reject the Plan in an amount corresponding to the claim category you designate below (Item 3 – Claim Category). The temporary allowance of your Talc Claim is solely for voting purposes and does not constitute an allowance of such Talc Claim for purposes of distribution under the Trust Distribution Procedures and is without prejudice to your rights or the rights of the Debtor, the Liquidation Trust, and any other party in interest in any other context.

DO NOT INCLUDE MEDICAL INFORMATION WITH THIS BALLOT.

ITEM 3 – Claim Category (mark ONE only)

☐ **Mesothelioma**: Amount of your Claim for voting purposes only: $[●].

☐ **Other Disease Claim**: Amount of your Claim for voting purposes only: $[●].

☐ **Indirect Talc Claim**: Amount of your Claim for voting purposes only: $[100.00].

ITEM 4 – Releases

Please be advised the Plan reflects the Debtor Releases, Exculpation, and Injunction Provisions presented in the instructions above.

ITEM 5 – Certifications, Acknowledgement, Signature and Date:

By signing this Ballot, the holder of a Claim in Class 5 Talc Claims (or such holder's personal representative or authorized signatory) certifies, on information and belief and under penalty of perjury, that:

1. It has been provided with a copy of the Confirmation Hearing Notice, the Disclosure Statement (with all exhibits, including the Plan with its exhibits), and the Solicitation Procedures Order
2. It has full power and authority to vote to accept (vote in favor of the Plan) or to reject (vote against the Plan)

By signing this Ballot, the holder of a Talc Claim (or such holder's personal representative or authorized signatory) certifies, on information and belief and under penalty of perjury, that:

It has, as of the Voting Record Date, (i) a Talc Claim and (ii) (a) for Direct Talc Claims, the disease level asserted in Item 3 hereof is based on medical records or similar documentation in its possession, or the possession of its attorney or medical practitioner, and meets the medical criteria and exposure criteria detailed in the Trust Distribution Procedures, or (b) for Indirect Talc Claims, it holds an Indirect Talc Claim against the Debtor.

Signature and Date

_____

Signature of Claimant or Personal Representative or Authorized Signatory

_____

Print name of signatory and authority to sign, i.e. Claimant, or Personal Representative or Authorized Signatory

_____

Date

YOU MUST SIGN ABOVE IN ORDER FOR YOUR VOTE ON THE PLAN TO BE COUNTED.

DO NOT INCLUDE MEDICAL RECORDS WITH THIS BALLOT. MEDICAL RECORDS CANNOT BE RETURNED BY THE SOLICITATION AGENT.

IF THIS BALLOT IS NOT ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE, OCTOBER 19, 2026, AT 5:00 P.M. (PREVAILING EASTERN TIME) OR SUCH LATER DATE AS AGREED BY THE DEBTOR, YOUR VOTE WILL NOT BE COUNTED.

Exhibit 6

Proposed Form of Notice of Non-Voting Status – Impaired Claims

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

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

NOTICE OF NON-VOTING STATUS TO
HOLDERS OF CLAIMS AND INTERESTS IN IMPAIRED CLASSES

TO THE HOLDERS OF INTERESTS IN CLASS 6 (INTERESTS)

PLEASE TAKE NOTICE THAT on [●], 2026, the United States Bankruptcy Court for the Northern District of New York (the "Bankruptcy Court") entered an order (the "Solicitation Procedures Order") approving the *Disclosure Statement for Chapter 11 Plan of Liquidation of Vanderbilt Minerals, LLC*, dated as of [●], 2026 [Docket No. [●]] (together with all schedules and exhibits thereto and as it may be amended, modified, or supplemented, the "Disclosure Statement"). The Solicitation Procedures Order authorizes the Debtor to solicit votes to accept or reject the *Chapter 11 Plan of Liquidation of Vanderbilt Minerals, LLC*, dated as of [●] [Docket No. [●]] (together with all schedules and exhibits thereto and as it may be amended, modified, or supplemented, the "Plan"),[2] a copy of which is annexed as **Exhibit A** to the Disclosure Statement. You can find information about the Debtor's confirmation hearing in the enclosed Confirmation Hearing Notice.

You are receiving this notice as you have been identified as a holder of an Interest in Class 6 (Interests) under the Plan.

UNDER THE TERMS OF THE PLAN, YOU ARE NOT ENTITLED TO RECEIVE OR RETAIN ANY PROPERTY ON ACCOUNT OF YOUR CLAIM(S) AGAINST, OR EQUITY INTEREST(S) IN, THE DEBTOR. THEREFORE, PURSUANT TO SECTION 1126(g) OF TITLE 11 OF THE UNITED STATES CODE (THE "BANKRUPTCY CODE"), YOU ARE (I) DEEMED TO HAVE REJECTED THE PLAN AND (II) NOT ENTITLED TO VOTE ON THE PLAN.

IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM(S) OR EQUITY INTEREST(S), OR YOU WANT TO REQUEST A COPY OF THE SOLICITATION PROCEDURES ORDER, THE PLAN, OR THE DISCLOSURE STATEMENT, YOU SHOULD CONTACT THE DEBTOR'S SOLICITATION AGENT,

[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 have the meanings ascribed to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

KURTZMAN CARSON CONSULTANTS, LLC D/B/A VERITA GLOBAL, BY TELEPHONE AT (888) 733-1416 (U.S./CANADA) OR +1 (310) 751-2630 (INTERNATIONAL). COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN ALSO BE ACCESSED ONLINE FREE OF CHARGE AT THE DEBTOR'S CASE WEBSITE AT HTTPS://WWW.VERITAGLOBAL.NET/VANDERBILT. PLEASE BE ADVISED THAT THE SOLICITATION AGENT CANNOT PROVIDE LEGAL ADVICE.

A hearing to consider confirmation of the Plan (the "Confirmation Hearing") will be held before the Honorable Chief Judge Wendy A. Kinsella, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Northern District of New York, James M. Hanley U.S. Courthouse and Federal Building, 100 South Clinton Street, Syracuse, NY 13261**, on November 16, 2026, at 3:00 p.m. (prevailing Eastern Time)**. The Confirmation Hearing may be adjourned from time to time without further notice to parties in interest other than by an announcement in the Bankruptcy Court of such adjournment on the date scheduled for the Confirmation Hearing or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtor with the Bankruptcy Court. The Debtor may modify the Plan, if necessary, prior to, during, or as a result of the Confirmation Hearing without further notice.

The deadline to object or respond to confirmation of the Plan is **October 26, 2026, at 5:00 p.m. (prevailing Eastern Time)** (the "Plan Objection Deadline"). Objections and responses, if any, to confirmation of the Plan, must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Bankruptcy Rules; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtor's estate or property; (iv) provide the basis for the objection and the specific grounds therefor, and provide proposed language that, if accepted and incorporated by the Debtor, would obviate such objection; and (v) be filed, together with proof of service, with the Bankruptcy Court. Any objections or responses must be served so that they are **actually received** by the following parties no later than the Plan Objection Deadline:

Co-Counsel to the Debtor Bond, Schoeneck & King, PLLC One Lincoln Center Syracuse, New York 13202 Attn: Charles J. Sullivan Grayson T. Walter Andrew S. Rivera Email: csullivan@bsk.com gwalter@bsk.com arivera@bsk.com Latham & Watkins LLP 1271 Avenue of the Americas New York, NY 10020 Attn: Ray C. Schrock George A. Davis Jamie L. Wine Anupama Yerramalli Email: ray.schrock@lw.com george.davis@lw.com jamie.wine@lw.com anu.yerramalli@lw.com Latham & Watkins LLP 10250 Constellation Blvd., Suite 1100 Los Angeles, CA 90067 Attn: Jeffrey E. Bjork Kimberly A. Posin Email: jeff.bjork@lw.com kim.posin@lw.com	***Office of the United States Trustee*** Office of the U.S. Trustee for the Northern District of New York 100 State Street, Suite 4230 Rochester, NY 14614 Attn: Erin P. Champion Email: erin.champion@usdoj.gov ***Counsel to the Creditors' Committee*** Brown Rudnick LLP 7 Times Square New York, New York 10036 Attn: David J. Molton Gerard T. Cicero Email: dmolton@brownrudnick.com gcicero@brownrudnick.com Caplin & Drysdale, Chartered 1200 New Hampshire Avenue NW, 8th Floor Washington, DC 20036 Attn: Kevin C. Maclay Todd E. Phillips Kevin M. Davis Email: kmaclay@capdale.com tphillips@capdale.com kdavis@capdale.com

IF ANY OBJECTION TO CONFIRMATION OF THE PLAN IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN AND MAY NOT BE HEARD AT THE CONFIRMATION HEARING.

Dated: [●], 2026
Syracuse, New York

Respectfully submitted,

/s/ DRAFT

BOND, SCHOENECK & KING, PLLC
Charles J. Sullivan, Esq., Bar Roll No. 507717
Grayson T. Walter, Esq., Bar Roll No. 518237
Andrew S. Rivera, Esq., Bar Roll No. 700712
One Lincoln Center
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- and -

LATHAM & WATKINS LLP
Ray C. Schrock (admitted *pro hac vice*)
George A. Davis (admitted *pro hac vice*)
Jamie L. Wine (admitted *pro hac vice*)
Anupama Yerramalli (admitted *pro hac vice*)
1271 Avenue of the Americas
New York, NY 10020
Telephone: (212) 906-1200
Facsimile: (212) 751-4864
Email: ray.schrock@lw.com
george.davis@lw.com
jamie.wine@lw.com
anu.yerramalli@lw.com
-and-

Jeffrey E. Bjork (admitted *pro hac vice*)
Kimberly A. Posin (admitted *pro hac vice*)
10250 Constellation Blvd., Suite 1100
Los Angeles, CA 90067
Telephone: (424) 653-5500
Facsimile: (424) 653-5501
Email: jeff.bjork@lw.com
kim.posin@lw.com

Counsel for the Debtor and Debtor in Possession

Exhibit 7

Proposed Form of Notice of Non-Voting Status – Unimpaired Claims

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

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

NOTICE OF NON-VOTING STATUS
TO HOLDERS OF CLAIMS IN UNIMPAIRED CLASSES

TO THE HOLDERS OF CLAIMS IN CLASS 1 OTHER PRIORITY CLAIMS AND CLASS 2 SECURED CLAIMS

PLEASE TAKE NOTICE THAT on [●], 2026, the United States Bankruptcy Court for the Northern District of New York (the "Bankruptcy Court") entered an order (the "Solicitation Procedures Order") approving the *Disclosure Statement for Chapter 11 Plan of Liquidation of Vanderbilt Minerals, LLC*, dated as of [●], 2026 [Docket No. [●]] (together with all schedules and exhibits thereto and as it may be amended, modified, or supplemented, the "Disclosure Statement"). The Solicitation Procedures Order authorizes the Debtor to solicit votes to accept or reject the *Chapter 11 Plan of Liquidation of Vanderbilt Minerals, LLC*, dated as of [●], 2026 [Docket No. [●]] (together with all schedules and exhibits thereto and as it may be amended, modified, or supplemented, the "Plan"),[2] a copy of which is annexed as **Exhibit A** to the Disclosure Statement. You can find information about the Debtor's confirmation hearing in the enclosed Confirmation Hearing Notice.

You are receiving this notice as you have been identified as a holder of a Claim in Class 1 Other Priority Claims or Class 2 Secured Claims under the Plan.

UNDER THE TERMS OF THE PLAN, YOUR CLAIM(S) AGAINST THE DEBTOR ARE NOT IMPAIRED, AND THEREFORE, PURSUANT TO SECTION 1126(f) OF TITLE 11 OF THE UNITED STATES CODE (THE "BANKRUPTCY CODE"), YOU ARE (I) CONCLUSIVELY PRESUMED TO HAVE ACCEPTED THE PLAN AND (II) NOT ENTITLED TO VOTE ON THE PLAN.

IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM(S), OR YOU WANT TO REQUEST A COPY OF THE SOLICITATION PROCEDURES ORDER, THE PLAN, OR THE DISCLOSURE STATEMENT, YOU SHOULD CONTACT THE DEBTOR'S SOLICITATION AGENT, KURTZMAN CARSON CONSULTANTS,

[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 have the meanings ascribed to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

LLC D/B/A VERITA GLOBAL, BY TELEPHONE AT (888) 733-1416 (U.S./CANADA) OR +1 (310) 751-2630 (INTERNATIONAL). COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN ALSO BE ACCESSED ONLINE FREE OF CHARGE AT HTTPS://WWW.VERITAGLOBAL.NET/VANDERBILT. PLEASE BE ADVISED THE SOLICITATION AGENT CANNOT PROVIDE LEGAL ADVICE.

A hearing to consider confirmation of the Plan (the "Confirmation Hearing") will be held before the Honorable Chief Judge Wendy A. Kinsella, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Northern District of New York, James M. Hanley U.S. Courthouse and Federal Building, 100 South Clinton Street, Syracuse, NY 13261, **on November 16, 2026, at 3:00 p.m. (prevailing Eastern Time)**. The Confirmation Hearing may be adjourned from time to time without further notice to parties in interest other than by an announcement in the Bankruptcy Court of such adjournment on the date scheduled for the Confirmation Hearing or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtor with the Bankruptcy Court. The Debtor may modify the Plan, if necessary, prior to, during, or as a result of the Confirmation Hearing without further notice.

The deadline to object or respond to confirmation of the Plan is **October 26, 2026, at 5:00 p.m. (prevailing Eastern Time)** (the "Plan Objection Deadline"). Objections and responses, if any, to confirmation of the Plan, must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Bankruptcy Rules; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtor's estate or property; (iv) provide the basis for the objection and the specific grounds therefor, and provide proposed language that, if accepted and incorporated by the Debtor, would obviate such objection; and (v) be filed, together with proof of service, with the Bankruptcy Court. Any objections or responses must be served so that they are **actually received** by the following parties no later than the Plan Objection Deadline:

Co-Counsel to the Debtor Bond, Schoeneck & King, PLLC One Lincoln Center Syracuse, New York 13202 Attn: Charles J. Sullivan Grayson T. Walter Andrew S. Rivera Email: csullivan@bsk.com gwalter@bsk.com arivera@bsk.com Latham & Watkins LLP 1271 Avenue of the Americas New York, NY 10020 Attn: Ray C. Schrock George A. Davis Jamie L. Wine Anupama Yerramalli Email: ray.schrock@lw.com george.davis@lw.com jamie.wine@lw.com anu.yerramalli@lw.com Latham & Watkins LLP 10250 Constellation Blvd., Suite 1100 Los Angeles, CA 90067 Attn: Jeffrey E. Bjork Kimberly A. Posin Email: jeff.bjork@lw.com kim.posin@lw.com	***Office of the United States Trustee*** Office of the U.S. Trustee for the Northern District of New York 100 State Street, Suite 4230 Rochester, NY 14614 Attn: Erin P. Champion Email: erin.champion@usdoj.gov ***Counsel to the Creditors' Committee*** Brown Rudnick LLP 7 Times Square New York, New York 10036 Attn: David J. Molton Gerard T. Cicero Email: dmolton@brownrudnick.com gcicero@brownrudnick.com Caplin & Drysdale, Chartered 1200 New Hampshire Avenue NW, 8th Floor Washington, DC 20036 Attn: Kevin C. Maclay Todd E. Phillips Kevin M. Davis Email: kmaclay@capdale.com tphillips@capdale.com kdavis@capdale.com

IF ANY OBJECTION TO CONFIRMATION OF THE PLAN IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN AND MAY NOT BE HEARD AT THE CONFIRMATION HEARING.

Dated: [●], 2026
Syracuse, New York

Respectfully submitted,

/s/ DRAFT

BOND, SCHOENECK & KING, PLLC
Charles J. Sullivan, Esq., Bar Roll No. 507717
Grayson T. Walter, Esq., Bar Roll No. 518237
Andrew S. Rivera, Esq., Bar Roll No. 700712
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- and -

LATHAM & WATKINS LLP
Ray C. Schrock (admitted *pro hac vice*)
George A. Davis (admitted *pro hac vice*)
Jamie L. Wine (admitted *pro hac vice*)
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george.davis@lw.com
jamie.wine@lw.com
anu.yerramalli@lw.com
-and-

Jeffrey E. Bjork (admitted *pro hac vice*)
Kimberly A. Posin (admitted *pro hac vice*)
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Los Angeles, CA 90067
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Facsimile: (424) 653-5501
Email: jeff.bjork@lw.com
kim.posin@lw.com

Counsel for the Debtor and Debtor in Possession

Exhibit 8

Proposed Form of Assumption and Assignment Notice

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

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

NOTICE OF PROPOSED ASSUMPTION AND ASSIGNMENT AND CURE COSTS RELATING TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF THE DEBTOR

PLEASE TAKE NOTICE THAT:

1. On [●], 2026, the United States Bankruptcy Court for the Northern District of New York (the "Bankruptcy Court") entered an order [Docket No. [●]] (the "Solicitation Procedures Order"), among other things: (i) approving the disclosure statement [Docket No. [●]] (together with all exhibits and schedules thereto and as may be amended, modified, or supplemented, the "Disclosure Statement") submitted by Vanderbilt Minerals, LLC, as debtor and debtor in possession in the above-captioned Chapter 11 Case (the "Debtor"), for the *Chapter 11 Plan of Liquidation of Vanderbilt Minerals, LLC* [Docket No. [●]] (together with all exhibits and schedules thereto and as may be amended, modified, or supplemented, the "Plan") as containing "adequate information" pursuant to section 1125 of title 11 of the United States Code (the "Bankruptcy Code"); (ii) establishing the Voting Deadline and other deadlines with respect to confirmation of the Plan; (iii) approving procedures for soliciting, submitting, tabulating votes on, and filing objections to, the Plan; and (iv) approving the forms and manner of certain notices in connection with confirmation of the Plan.[2] Copies of the Plan, the Disclosure Statement, and the Solicitation Procedures Order are available for download at the Debtor's case website at https://www.veritaglobal.net/vanderbilt.

2. You are receiving this notice because **you may be a counterparty to one or more executory contracts or unexpired leases** that are proposed to be assumed and/or assumed and assigned under the Plan (collectively, the "Assumed Executory Contracts").

3. The Debtor has determined the current amount owing (the "Cure Costs") under each Assumed Executory Contract and has listed the applicable Cure Costs on **Annex A**. Cure Costs are the only amounts proposed to be paid upon the assumption and assignment of each Assumed Executory Contract.

[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 have the meanings ascribed to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

4. If you object to the assumption and/or assignment of an Assumed Executory Contract, including to the Cure Costs set forth on **Annex A** attached hereto, you must file and serve an objection in accordance with the Solicitation Procedures Order (each, an "Objection to Assumption and Assignment") by **October 26, 2026, at 5:00 p.m. (prevailing Eastern Time)**.

IF A COUNTERPARTY FAILS TO FILE WITH THE BANKRUPTCY COURT AND SERVE ON THE OBJECTION RECIPIENTS A TIMELY OBJECTION TO ASSUMPTION AND ASSIGNMENT, THE COUNTERPARTY SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION WITH REGARD TO ASSUMPTION AND ASSIGNMENT OF THE APPLICABLE CONTRACT OR LEASE. THE CURE COSTS SET FORTH ON ANNEX A ATTACHED HERETO SHALL BE CONTROLLING AND WILL BE THE ONLY AMOUNT NECESSARY TO CURE OUTSTANDING DEFAULTS UNDER THE APPLICABLE CONTRACT OR LEASE UNDER BANKRUPTCY CODE SECTION 365(B), NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT OR LEASE, OR ANY OTHER DOCUMENT, AND THE APPLICABLE COUNTERPARTY SHALL BE FOREVER BARRED FROM ASSERTING ANY ADDITIONAL CURE OR OTHER AMOUNTS, OR OTHER OBJECTIONS, WITH RESPECT TO SUCH CONTRACT OR LEASE, AGAINST THE DEBTOR, ANY ASSIGNEE OF THE DEBTOR UNDER THE PLAN, OR THE PROPERTY OF ANY OF THEM.

5. All Objections to Assumption and Assignment must be filed and served in accordance with the Solicitation Procedures Order by electronic transmission and/or first class mail on the following parties:

Co-Counsel to the Debtor Bond, Schoeneck & King, PLLC One Lincoln Center Syracuse, New York 13202 Attn: Charles J. Sullivan Grayson T. Walter Andrew S. Rivera Email: csullivan@bsk.com gwalter@bsk.com arivera@bsk.com Latham & Watkins LLP 1271 Avenue of the Americas New York, NY 10020 Attn: Ray C. Schrock George A. Davis Jamie L. Wine Anupama Yerramalli Email: ray.schrock@lw.com george.davis@lw.com jamie.wine@lw.com anu.yerramalli@lw.com Latham & Watkins LLP 10250 Constellation Blvd., Suite 1100 Los Angeles, CA 90067 Attn: Jeffrey E. Bjork Kimberly A. Posin Email: jeff.bjork@lw.com kim.posin@lw.com	***Office of the United States Trustee*** Office of the U.S. Trustee for the Northern District of New York 100 State Street, Suite 4230 Rochester, NY 14614 Attn: Erin P. Champion Email: erin.champion@usdoj.gov ***Counsel to the Creditors' Committee*** Brown Rudnick LLP 7 Times Square New York, New York 10036 Attn: David J. Molton Gerard T. Cicero Email: dmolton@brownrudnick.com gcicero@brownrudnick.com Caplin & Drysdale, Chartered 1200 New Hampshire Avenue NW, 8th Floor Washington, DC 20036 Attn: Kevin C. Maclay Todd E. Phillips Kevin M. Davis Email: kmaclay@capdale.com tphillips@capdale.com kdavis@capdale.com

6. The Debtor will seek to resolve any Objections to Assumption and Assignment before or at the hearing to consider confirmation of the Plan (the "Confirmation Hearing") before the Honorable Chief Judge Wendy A. Kinsella, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Northern District of New York, James M. Hanley U.S. Courthouse and Federal Building, 100 South Clinton Street, Syracuse, NY 13261, **on November 16, 2026, at 3:00 p.m. (prevailing Eastern Time)**.

7. The Confirmation Hearing may be adjourned from time to time without further notice to parties in interest other than by an announcement in the Bankruptcy Court of such adjournment on the date scheduled for the Confirmation Hearing or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtor with the Bankruptcy Court. The Debtor may modify the Plan, if necessary, prior to, during, or as a result of the Confirmation Hearing without further notice.

Dated: [●], 2026
Syracuse, New York

Respectfully submitted,

/s/ DRAFT

BOND, SCHOENECK & KING, PLLC
Charles J. Sullivan, Esq., Bar Roll No. 507717
Grayson T. Walter, Esq., Bar Roll No. 518237
Andrew S. Rivera, Esq., Bar Roll No. 700712
One Lincoln Center
Syracuse, NY 13202-1355
Telephone: (315) 218-8000
Email: csullivan@bsk.com
gwalter@bsk.com
arivera@bsk.com

- and -

LATHAM & WATKINS LLP
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anu.yerramalli@lw.com
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Kimberly A. Posin (admitted *pro hac vice*)
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Los Angeles, CA 90067
Telephone: (424) 653-5500
Facsimile: (424) 653-5501
Email: jeff.bjork@lw.com
kim.posin@lw.com

Counsel for the Debtor and Debtor in Possession

Annex A

Cure Costs

Counterparty Name	Debtor Name	Agreement Name and Description	Proposed Cure Cost

Exhibit B

Form of Disclosure Statement Hearing Notice

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

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

NOTICE OF HEARING TO CONSIDER
APPROVAL OF DISCLOSURE STATEMENT FOR
CHAPTER 11 PLAN OF LIQUIDATION OF VANDERBILT MINERALS, LLC

PLEASE TAKE NOTICE THAT on August 6, 2026, Vanderbilt Minerals, LLC (the "Debtor"), filed the *Disclosure Statement for Chapter 11 Plan of Liquidation of Vanderbilt Minerals, LLC* [Docket No. [●]] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "Proposed Disclosure Statement") and the *Chapter 11 Plan of Liquidation of Vanderbilt Minerals, LLC* [Docket No. [●]] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "Proposed Plan").

PLEASE TAKE NOTICE, that on August 6, 2026, the Debtor, by and through its undersigned counsel, moved the United States Bankruptcy Court for the Northern District of New York (the "Court") for entry of an order (i) approving the Proposed Disclosure Statement; (ii) approving the form and manner of the notice of the hearing to consider approval of the Proposed Disclosure Statement; (iii) approving the form, manner, and scope of the confirmation notices; (iv) approving the solicitation packages and related distribution and objection procedures; (v) approving the forms of ballots and establishing procedures for voting on the Proposed Plan; (vi) approving the form of non-voting status notices; (vii) approving the form of notice to counterparties to executory contracts and unexpired leases to be assumed and subsequently assigned under the Proposed Plan; and (viii) granting related relief (the "Disclosure Statement Motion").

PLEASE TAKE FURTHER NOTICE, that a hearing to consider the Disclosure Statement Motion and any objections related thereto (the "Hearing") will be held on **September 14, 2026, at 11:00 a.m. (prevailing Eastern time)**, or as soon thereafter as counsel may appear and be heard, before the Honorable Wendy A. Kinsella, Chief United States Bankruptcy Judge for the Northern District of New York, or such other judge as may be sitting in her stead in the James M. Hanley U.S. Courthouse and Federal Building, 100 South Clinton Street, Syracuse, NY 13261.

[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.

PLEASE TAKE FURTHER NOTICE, that parties may appear at the Hearing in person at the United States Bankruptcy Court for the Northern District of New York, James M. Hanley U.S. Courthouse and Federal Building, 100 South Clinton Street, Syracuse, New York 13261, or by video via Teams, for which pre-registration is required by 3:00 p.m. the day before the Hearing. Go to https://www.nynb.uscourts.gov/Remote-Hearing-Appearances to register.

PLEASE TAKE FURTHER NOTICE, that responses in opposition to the relief requested in the Disclosure Statement Motion, if any, must be electronically filed with the Court and served **so as to be actually received not later than September 4, 2026**, upon (i) co-counsel for the Debtor, Bond, Schoeneck & King, PLLC, One Lincoln Center, Syracuse, NY 13202 (Attn: Charles J. Sullivan, Grayson T. Walter, and Andrew S. Rivera) and co-counsel Latham & Watkins LLP, 1271 Avenue of the Americas, New York, NY 10020 (Attn: Ray C. Schrock, George A. Davis, Jamie L. Wine, and Anupama Yerramalli), and 10250 Constellation Blvd., Suite 1100, Los Angeles, CA 90067 (Attn: Jeffrey E. Bjork and Kimberly A. Posin) (ii) the Office of the United States Trustee for the Northern District of New York, 100 State Street, Suite 4230, Rochester, NY 14614 (Attn: Erin P. Champion), (iii) co-counsel to the Official Committee of Unsecured Creditors, Brown Rudnick LLP, 7 Times Square, New York, New York, 10036 (Attn: David J. Molton and Gerard T. Cicero) and co-counsel Caplin & Drysdale, Chartered, 1200 New Hampshire Avenue NW, 8th Floor, Washington, DC 20036 (Attn: Kevin C. Maclay, Todd E. Phillips, and Kevin M. Davis), and (iv) those persons who have formally appeared and requested service in this case pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure.

PLEASE TAKE FURTHER NOTICE, that a copy of the Disclosure Statement Motion, the Proposed Disclosure Statement, and the Proposed Plan may be obtained from the Clerk's Office, United States Bankruptcy Court for the Northern District of New York, Syracuse Division, via the Court's electronic case management system at https://ecf.nynb.uscourts.gov, by visiting https://www.veritaglobal.net/vanderbilt, by calling (888) 733-1416 (U.S./Canada) or +1 (310) 751-2630 (International), or by written request to the Debtor's undersigned counsel.

Dated: [●], 2026
Syracuse, New York

Respectfully submitted,

/s/ DRAFT

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