Docket #0943 Date Filed: 9/10/2026

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September 10, 2026

VIA ELECTRONIC FILING

Honorable Wendy A. Kinsella
United States Bankruptcy Court
Northern District of New York
100 South Clinton Street
Syracuse, New York 13202

Re: *Vanderbilt Minerals, LLC; Chapter 11 Case No. 26-60110*

Dear Chief Judge Kinsella:

As the Court is aware, my firm is co-counsel to Vanderbilt Minerals, LLC (the "Debtor"). The Debtor writes regarding its *Motion for Order Pursuant to § 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019 Approving Stipulation and Granting Related Relief* [Docket No. 901] (the "Motion"), filed on August 26, 2026, as well as the *Specified Insurers' Limited Response to the Motion for Order Pursuant to § 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019 Approving Stipulation and Granting Related Relief* [Docket No. 931] (the "Limited Response"),[1] which explains that the Specified Insurers do not oppose approval of the Stipulation as to its actual parties, but that they request that the proposed order be revised to clarify that the Specified Insurers are not parties to the Stipulation.

In connection with the Motion and to address the Specified Insurers' concern in the Limited Response, the Debtor respectfully submits for the Court's consideration an amended form of the stipulation and agreed order (the "Amended Stipulation"). For the Court's convenience, a clean copy of the Amended Stipulation is enclosed as ***Exhibit A***, together with a redline comparing the Amended Stipulation to the version previously filed with the Motion, enclosed as ***Exhibit B***. The Specified Insurers have confirmed that the Amended Stipulation resolves their concerns and have advised the Debtor that they plan to withdraw the Limited Response.

The Debtor will respectfully seek approval of the Amended Stipulation at the hearing scheduled for Wednesday, September 16, 2026, should the Court determine a hearing is necessary, and will be prepared to address any questions the Court may have at that time.

[1] Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Limited Response.

September 10, 2026

Respectfully yours,

BOND, SCHOENECK & KING, PLLC



Charles J. Sullivan

CJS/ta

cc: All Parties via ECF

Exhibit A

(Amended Stipulation)

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

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

STIPULATION AND AGREED ORDER BY AND BETWEEN THE DEBTOR AND THE INSURERS REGARDING DISPUTED CLAIMS FILED BY THE INSURERS

This Stipulation and Agreed Order (the "***Stipulated Order***") is entered into by and among (a) Vanderbilt Minerals, LLC, as debtor and debtor in possession (the "***Debtor***") in the above-captioned chapter 11 case (the "***Chapter 11 Case***"), (b) Century Indemnity Company, a successor-in-interest to CCI Insurance Company, as successor-in-interest to Insurance Company of North America; and Pacific Employers Insurance Company, (c) Hartford Accident and Indemnity Company; First State Insurance Company; Twin City Fire Insurance Company,

[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.

(d) CoAction Specialty Management Company, Inc. (f/k/a ProSight Specialty Management Company, Inc.) on behalf of Employers Mutual Casualty Company, (e) TIG Insurance Company and Everest Reinsurance Company, (f) Fireman's Fund Insurance Company, and (g) Swiss Re Corporate Solutions America Insurance Corporation (collectively, the "***Insurers***," and together with the Debtor, the "***Parties***").

The Parties hereby stipulate and agree as follows:

WHEREAS, on February 16, 2026 (the "***Petition Date***"), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Northern District of New York (the "***Court***"), commencing the Chapter 11 Case;

WHEREAS, the Debtor continues to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, on June 29, 2026, the Court entered the *Order (I) Setting Bar Dates for Filing Proofs of Claim Other Than with Respect to Direct Talc Claims, (II) Approving the Form and Manner for Filing Proofs of Claim, and (III) Approving Notice of Bar Dates* [Docket No. 773] (the "***Bar Date Order***"), establishing July 31, 2026 (the "***Bar Date***") as the deadline for filing proofs of claim for, among other things, Indirect Talc Claims;[1]

WHEREAS, on or before July 31, 2026, the Insurers filed protective proofs of claim regarding contingent or unliquidated Indirect Talc Claims;

[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Bar Date Order.

WHEREAS, the Debtor disputes such claims (the "***Disputed Claims***") on the basis that they are contingent or unliquidated, and the Debtor has no record of liability with respect to the Disputed Claims;

WHEREAS, the Parties have agreed, subject to the approval of the Court, to the terms set forth herein;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, AND UPON APPROVAL BY THE COURT OF THIS STIPULATED ORDER, IT IS SO ORDERED:

1. Upon entry of this Stipulated Order, the Disputed Claims, which are identified on Schedule 1 hereto, are deemed withdrawn without prejudice.

2. With respect to the withdrawn Disputed Claims, nothing in this Stipulated Order shall prejudice an Insurer's ability to file or pursue Indirect Talc Claims and to obtain recovery on such claims from any trust created in this Chapter 11 Case, and the Insurers have satisfied any requirement that the Disputed Claims be filed by the Bar Date; *provided*, *however*, that nothing shall prohibit any party in interest, including, but not limited to, the Debtor and any successor to the Debtor, from objecting to any Indirect Talc Claim filed by any Insurer entity on any basis except that such claim was due to be filed pursuant to the Bar Date Order.

3. This Stipulated Order may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signature transmitted by facsimile or other electronic copy shall be deemed an original signature for purposes of this Stipulated Order.

4. This Stipulated Order contains the entire agreement by and among the Parties with respect to the subject matter hereof, and all prior understandings or agreements, if any, are merged into this Stipulated Order.

5. The undersigned counsel hereby attest that they are duly authorized by their respective clients to enter into this Stipulated Order.

6. This Stipulated Order may be changed, modified, or otherwise altered in a writing executed by the Parties to this Stipulated Order. Oral modifications are not permitted.

7. The Debtor is authorized and empowered to take all steps necessary and appropriate to carry out and otherwise effectuate the terms, conditions, and provisions of this Stipulated Order.

8. The Debtor and Kurtzman Carson Consultants, LLC d/b/a Verita Global, the Debtor's claims and noticing agent, are authorized to take all actions necessary and appropriate to give effect to this Stipulated Order. Kurtzman Carson Consultants, LLC is authorized to modify the claims register to comport with the relief granted by this Stipulated Order.

9. This Stipulated Order shall be effective immediately upon approval by the Court.

10. This Stipulated Order is expressly subject to and contingent upon its approval by the Court. If the Court does not approve this Stipulated Order, this Stipulated Order shall be null and void.

11. Except as expressly set forth herein, nothing in this Stipulated Order is intended to, nor shall be construed to, waive or restrict the rights of any person or entity that is not a Party to this Stipulated Order.

12. This Court shall retain exclusive jurisdiction with respect to all matters arising from or relating to the implementation, interpretation, and enforcement of this Stipulated Order.

13. Nothing herein shall constitute an acknowledgement or finding as to whether the Debtor is liable to the Insurers, and all Parties reserve all rights with respect to the Debtor's liability to the Insurers.

Dated: September 10, 2026

/s/ Charles J. Sullivan
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Counsel for Swiss Re Corporate Solutions America Insurance Corporation

Schedule 1

Name of Claimant	Claim No.	Amount
Century Indemnity Company, Pacific Employers Insurance Company, and Oakwood Insurance Company	115	Unliquidated
CoAction Specialty Management Company as Managing General Agent and Attorney-In-Fact for Employers Mutual Casualty Company	117	$0.00
Hartford Accident and Indemnity Company	114	$0.00
First State Insurance Company	113	$0.00
Twin City Fire Insurance Company	112	$0.00
Swiss Re Corporate Solutions America Insurance Company	111	Unliquidated
TIG Insurance Company and Everest Reinsurance Company	97	Unliquidated
Fireman's Fund Insurance Company and The American Insurance Company	116	Unliquidated

Exhibit B

(Amended Stipulation Redline)

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

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

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The Parties hereby stipulate and agree as follows:

[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.

WHEREAS, on February 16, 2026 (the "***Petition Date***"), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the Northern District of New York (the "***Court***"), commencing the Chapter 11 Case;

WHEREAS, the Debtor continues to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, on June 29, 2026, the Court entered the *Order (I) Setting Bar Dates for Filing Proofs of Claim Other Than with Respect to Direct Talc Claims, (II) Approving the Form and Manner for Filing Proofs of Claim, and (III) Approving Notice of Bar Dates* [Docket No. 773] (the "***Bar Date Order***"), establishing July 31, 2026 (the "***Bar Date***") as the deadline for filing proofs of claim for, among other things, Indirect Talc Claims;[2]

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Dated: ~~August 26~~September 10, 2026

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Attorneys for TIG Insurance Company and Everest Reinsurance Company

America Insurance Corporation

Schedule 1

Name of Claimant	Claim No.	Amount
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Twin City Fire Insurance Company	112	$0.00
Swiss Re Corporate Solutions America Insurance Company	111	Unliquidated
TIG Insurance Company and Everest Reinsurance Company	97	Unliquidated
Fireman's Fund Insurance Company and The American Insurance Company	116	Unliquidated