Docket #0989 Date Filed: 09/25/2026

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.	

NOTICE OF FILING OF REVISED SOLICITATION PROCEDURES ORDER

PLEASE TAKE NOTICE that on September 15, 2026, Vanderbilt Minerals, LLC, the above-captioned debtor and debtor in possession (the "Debtor"), filed the *Chapter 11 Plan of Liquidation of Vanderbilt Minerals, LLC* [Docket No. 962] (the "Plan") and the *Amended Disclosure Statement for Chapter 11 Plan of Liquidation of Vanderbilt Minerals, LLC* [Docket No. 963] (the "Disclosure Statement") (each as may be amended, modified, or supplemented from time to time).[2]

PLEASE TAKE FURTHER NOTICE that, in connection with the *Debtor's Motion for Entry of an Order (I) Approving the Proposed Disclosure Statement, (II) Establishing Solicitation and Voting Procedures With Respect to the Proposed Chapter 11 Plan, (III) Scheduling the Confirmation Hearing, (IV) Establishing Notice and Objection Procedures for Confirmation of the Proposed Chapter 11 Plan, and (V) Granting Related Relief* [Docket No. 859] (the "Disclosure Statement Motion"), the Debtor has prepared a revised proposed form of the order (the "Revised Solicitation Procedures Order").

PLEASE TAKE FURTHER NOTICE that attached hereto as ***Exhibit A*** is the Revised

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

[2] Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Plan or Disclosure Statement (as each may be amended, modified or supplemented from time to time), as applicable.

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Solicitation Procedures Order.

PLEASE TAKE FURTHER NOTICE that attached hereto as ***Exhibit B*** is a redline showing the changes made to the Revised Solicitation Procedures Order compared to the proposed order submitted with the Disclosure Statement Motion.

PLEASE TAKE FURTHER NOTICE that the Debtor reserves the right to further revise, amend, or supplement the Revised Solicitation Procedures Order.

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Dated: September 25, 2026
Syracuse, New York

Respectfully submitted,

/s/ Charles J. Sullivan

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EXHIBIT A

Revised Solicitation Procedures 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 PROPOSED CHAPTER 11 PLAN, (III) SCHEDULING CONFIRMATION HEARING, (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR CONFIRMATION OF 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. 963] (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. 962] (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:

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

I. Disclosure Statement.

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

3. 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.

4. 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.

5. 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

6. 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 **November 2, 2026**, subject to the procedures set forth below.

7. 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).

8. 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 **November 2, 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.

9. 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.

10. 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 **November 16, 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

November 23, 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.

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

12. 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

13. The Voting Record Date shall be set as **October 19, 2026**. Only holders of Claims as of the Voting Record Date shall be entitled to vote to accept or reject the Proposed Plan.

14. 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.

15. 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

16. The Solicitation Packages are approved.

17. 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.

18. 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, (vii) any other materials ordered by the Court to be included as part of the Solicitation Package, and (viii) a letter from the Committee in support of the Proposed Plan.

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.

19. 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.

20. 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.**

21. 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.

22. 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.

23. 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.

24. 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.

25. 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

26. The Ballots are approved.

27. The Voting Deadline is **November 23, 2026, at 5:00 p.m. (prevailing Eastern Time).**

28. 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.

29. 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.

30. 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.

31. 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

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[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.

32. 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

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

34. 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

35. 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.

36. 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.

37. 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

38. 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.

n. The Solicitation Agent shall file with the Bankruptcy Court a list of (i) any vote changes received prior to the Voting Deadline, (ii) any parties who have been granted voting extensions, and (iii) any agreements between the Debtor and any creditor agreeing to the amount of a Claim for voting purposes, and such list shall be included in the Voting Certification.

39. 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 "Non-malignant Asbestos 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 "Non-malignant Asbestos 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).

40. 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.

41. 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.

42. 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.

43. The Confirmation Hearing shall be held on **December 14, 2026, at 10:00 a.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.

Objection Procedures

44. The Plan Objection Deadline shall be **December 1, 2026, at 5:00 p.m. (prevailing Eastern Time).**

45. 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.

46. 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

47. 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.

48. 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.

49. The Debtor is authorized to file and serve the proposed order confirming the Proposed Plan by **November 2, 2026, at 5:00 p.m. (prevailing Eastern Time)**, the Voting Certification by **December 1, 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 **December 8, 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

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

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

56. 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 PROPOSED CHAPTER 11 PLAN, (III) SCHEDULING OF CONFIRMATION HEARING, AND (IV) ESTABLISHMENT OF NOTICE AND OBJECTION PROCEDURES FOR CONFIRMATION OF 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. 963] (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. 962] (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] The Debtor and the Official Committee of Unsecured Creditors (the "Committee") are proponents of the Plan and support confirmation thereof.

[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.

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	October 19, 2026
Deadline to file Claim Objections or Requests to Estimate Claims for Voting Purposes	November 2, 2026
Deadline to File Proposed Confirmation Order	November 2, 2026
Deadline to Serve Assumption and Assignment Notices	November 16, 2026 (15 calendar days before Plan Objection Deadline)
Rule 3018 Motion Filing Deadline	November 16, 2026, at 5:00 p.m. (prevailing Eastern Time)
Deadline to Reply to 3018 Motion(s)	November 23, 2026, at 5:00 p.m. (prevailing Eastern Time)
Voting Deadline	November 23, 2026, at 5:00 p.m. (prevailing Eastern Time)
Fact Discovery Deadline	November 30, 2026
Cure Objection Deadline	November 30, 2026, at 5:00 p.m. (prevailing Eastern Time)
Deadline to File Voting Certification	December 1, 2026, at 5:00 p.m. (prevailing Eastern Time)
Plan Objection Deadline	December 1, 2026, at 5:00 p.m. (prevailing Eastern Time)
Deadline to File Replies to Plan Objections, Confirmation Brief, and Declarations in Support of Confirmation	December 8, 2026, at 5:00 p.m. (prevailing Eastern Time)
Confirmation Hearing	December 14, 2026, at 10:00 a.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 **December 14, 2026, at 10:00 a.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 **October 19, 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

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[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

(the "Solicitation Agent"), by no later than **November 23, 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 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 in Classes presumed to accept the Plan are not entitled to vote and will not receive a Ballot. In addition, holders of Impaired Claims and/or Interests 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 **November 16, 2026, at 5:00 p.m. (prevailing Eastern Time)**. The Debtor, or any other party in interest, shall have until no later than **November 23, 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 **December 1, 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:

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state or federal workers' compensation statute or other statute providing compensation to an employee from an employer.

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 services 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 or Causes of Action, 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.

The release of any Released Party for any Claim or Causes of Action under Section 10.6 of this Plan shall not affect the liability of any Non-Released Party for any such Claim or Causes of Action on any theory of law or equity. Nothing in this Plan, the Plan Documents, the Confirmation Order, any finding of fact and/or conclusion of law with respect to the Confirmation of this Plan, or any order or opinion entered on appeal from the Confirmation Order, shall constitute any adjudication, judgment, trial, hearing on the merits, finding, conclusion, or other determination establishing that any Non-Released Parties shall not be deemed to be liable (or continue to be liable) for their respective liabilities by reason of any theory of law or equity.

For the avoidance of doubt, if the Global Settlement Order is overturned on appeal, such outcome will have no effect on the Releases set forth in this Section 10.6 of the Plan. For the further avoidance of doubt, nothing in the Plan, including this Section 10.6, shall release, or be interpreted as releasing, any Claims or Causes of Action released under the Global Settlement Order or the Global Settlement.

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 PROPOSED CHAPTER 11 PLAN, (III) SCHEDULING OF CONFIRMATION HEARING, AND (IV) ESTABLISHMENT OF NOTICE AND OBJECTION PROCEDURES FOR CONFIRMATION OF 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. 963] (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. 962] (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]

The Debtor and the Official Committee of Unsecured Creditors (the "Committee") are proponents of the Plan and support confirmation thereof.

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 December 14, 2026, at 10:00 a.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 **October 19, 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 **November 23, 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 **November 16, 2026, at 5:00 p.m. (prevailing Eastern Time)**. The Debtor, or any other party in interest, shall have until no later than **November 23, 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 **December 1, 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 NOVEMBER 23, 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. 963] (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. 962] (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

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

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 Debtor and the Official Committee of Unsecured Creditors (the "Committee") are proponents of the Plan and support confirmation thereof.

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 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 **November 23, 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.

[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.

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 90 to 100% 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, October 19, 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 90 to 100% 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 services 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 or Causes of Action, 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.

The release of any Released Party for any Claim or Causes of Action under Section 10.6 of this Plan shall not affect the liability of any Non-Released Party for any such Claim or Causes of Action on any theory of law or equity. Nothing in this Plan, the Plan Documents, the Confirmation Order, any finding of fact and/or conclusion of law

with respect to the Confirmation of this Plan, or any order or opinion entered on appeal from the Confirmation Order, shall constitute any adjudication, judgment, trial, hearing on the merits, finding, conclusion, or other determination establishing that any Non-Released Parties shall not be deemed to be liable (or continue to be liable) for their respective liabilities by reason of any theory of law or equity.

For the avoidance of doubt, if the Global Settlement Order is overturned on appeal, such outcome will have no effect on the Releases set forth in this Section 10.6 of the Plan. For the further avoidance of doubt, nothing in the Plan, including this Section 10.6, shall release, or be interpreted as releasing, any Claims or Causes of Action released under the Global Settlement Order or the Global Settlement.

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 RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE, WHICH IS 5:00 P.M. (PREVAILING EASTERN TIME) ON NOVEMBER 23, 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 **November 23, 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.*, November 23, 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 the 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 Plan, *provided that* all such Claims must be voted to accept or reject the Plan. Such Claims that are voted in part to accept and in part to reject the 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. The Solicitation Agent shall file with the Bankruptcy Court a list of (i) any vote changes received prior to the Voting Deadline, (ii) any parties who have been granted voting extensions, and (iii) any agreements between the Debtor and any creditor agreeing to the amount of a Claim for voting purposes, and such list shall be included in the Voting Certification.

19. 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.

20. 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 NOVEMBER 23, 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. 963] (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. 962] (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]

[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, the Solicitation Procedures Order, or the Trust Distribution Procedures, as applicable.

The Debtor and the Official Committee of Unsecured Creditors (the "Committee") are proponents of the Plan and support confirmation thereof.

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.

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, **October 19, 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

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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.

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.

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 **November 23, 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,[4] are for voting purposes only.

a. Mesothelioma. Requires (i) diagnosis of mesothelioma[5] and (ii) Regular Exposure to Debtor Talc. **Claim amount for voting purposes only: $50,000.00.**

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.

    1. Asbestosis Death. Requires (i) diagnosis of asbestosis,[6] (ii) Regular Exposure to Debtor Talc, and (iii) statement from qualified physician that asbestosis caused the Claimant's death. **Claim amount for voting purposes only: $50,000.00.**

    2. Lung Cancer. Requires (i) diagnosis of lung cancer[7] and (ii) Regular Exposure to Debtor Talc. **Claim amount for voting purposes only: $25,000.00.**

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[4] Pursuant to section 4.4 of the Trust Distribution Procedures, to prove Regular Exposure to Debtor Talc, the Claimant must demonstrate that he or she was regularly exposed for a period of at least three (3) years to the talc or talc-containing products processed, milled, manufactured, sold, and/or distributed by the Debtor or by any other Entity for whose conduct the Debtor has liability or for which the Debtor's talc was utilized in the chain of distribution, or, if the period is less than three (3) years, the Claimant must demonstrate that the exposure was sufficient to have been a substantial factor in the development of his or her disease.

[5] Pursuant to section 4.4 of the Trust Distribution Procedures, a diagnosis of mesothelioma is required, and it must be based upon either (i) a physical examination of the Claimant by the physician providing the mesothelioma diagnosis or (ii) a diagnosis by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations. If the diagnosis is based upon a physical examination by the physician providing the diagnosis, the diagnosis must be supported by a medical report of the diagnosing physician and medical records demonstrating that the Claimant was treated for mesothelioma. All diagnoses of mesothelioma shall be accompanied by either (y) 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 (z) a history of the claimant's Debtor Talc Exposure sufficient to establish a 10-year latency period.

[6] Pursuant to section 4.4 of the Trust Distribution Procedures, a diagnosis of asbestosis must be based upon either (i) a physical examination of the Claimant by the physician providing the diagnosis or (ii) a diagnosis by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations diagnosing bilateral pulmonary fibrosis or bilateral asbestos-related pleural disease. All diagnoses of asbestosis shall be accompanied by (y) either 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 a history of the Claimant's Debtor Talc Exposure sufficient to establish a 10-year latency period and (z) a statement linking the Claimant's disease with asbestos exposure.

[7] Pursuant to section 4.4 of the Trust Distribution Procedures, a diagnosis of lung cancer must be based upon either (i) a physical examination of the Claimant by the physician providing the diagnosis or (ii) a diagnosis by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations diagnosing primary lung cancer. All diagnoses of lung cancer shall be accompanied by either (x) 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 a history of the Claimant's Debtor Talc Exposure sufficient to establish a 10-year latency period, (y) a diagnosis of underlying

3. Other Cancer. Requires (i) diagnosis of other cancer (i.e., a cancer other than lung cancer)[8] and (ii) Regular Exposure to Debtor Talc. **Claim amount for voting purposes only: $5,000.00.**

4. Non-malignant Asbestos Disease. Requires (i) diagnosis of asbestosis or bilateral asbestos-related pleural disease[9] and (ii) Regular Exposure to Debtor Talc. **Claim amount for voting purposes only: $2,500.00.**

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 "Non-malignant Asbestos 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 "Non-malignant Asbestos Disease Claim" and assigned a value of $2,500.00 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 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

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asbestosis or bilateral asbestos-related pleural disease, and (z) a statement linking the Claimant's lung cancer with asbestos exposure.

[8] Pursuant to section 4.4 of the Trust Distribution Procedures, a diagnosis of other cancer (i.e., a cancer other than lung cancer) must be based upon either (i) a physical examination of the Claimant by the physician providing the diagnosis or (ii) a diagnosis by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations diagnosing the other cancer. All diagnoses of other cancer shall be accompanied by (x) 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 a history of the Claimant's Debtor Talc Exposure sufficient to establish a 10-year latency period, (y) a diagnosis of underlying asbestosis or bilateral asbestos-related pleural disease, and (z) a statement linking the Claimant's other cancer with asbestos exposure.

[9] Pursuant to section 4.4 of the Trust Distribution Procedures, a diagnosis of asbestosis or bilateral asbestos-related pleural disease must be based upon either (i) a physical examination of the Claimant by the physician providing the diagnosis or (ii) a diagnosis by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations diagnosing bilateral pulmonary fibrosis or bilateral asbestos-related pleural disease. All diagnoses of asbestosis or bilateral asbestos-related pleural disease shall be accompanied by (y) either 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 a history of the Claimant's Debtor Talc Exposure sufficient to establish a 10-year latency period and (z) a statement linking the Claimant's disease with asbestos exposure.

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 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 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 services 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 or Causes of Action, 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.

The release of any Released Party for any Claim or Causes of Action under Section 10.6 of this Plan shall not affect the liability of any Non-Released Party for any such Claim or Causes of Action on any theory of law or equity. Nothing in this Plan, the Plan Documents, the Confirmation Order, any finding of fact and/or conclusion of law with respect to the Confirmation of this Plan, or any order or opinion entered on appeal from the Confirmation Order, shall constitute any adjudication, judgment, trial, hearing on the merits, finding, conclusion, or other determination establishing that any Non-Released Parties shall not be deemed to be liable (or continue to be liable) for their respective liabilities by reason of any theory of law or equity.

For the avoidance of doubt, if the Global Settlement Order is overturned on appeal, such outcome will have no effect on the Releases set forth in this Section 10.6 of the Plan. For the further avoidance of doubt, nothing in the Plan, including this Section 10.6, shall release, or be interpreted as releasing, any Claims or Causes of Action released under the Global Settlement Order or the Global Settlement.

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**	**Number of Votes REJECTING/ VOTING AGAINST Plan**	**Dollar Amount of Votes REJECTING/ VOTING AGAINST**

		Plan		**Plan**
Mesothelioma				
Asbestosis Death				
Lung Cancer				
Other Cancer				
Non-malignant Asbestos Disease				
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 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:[10]

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. ASBESTOSIS DEATH c. LUNG CANCER d. OTHER CANCER e. NON-MALIGNANT ASBESTOS DISEASE	ADD DISEASE LEVEL VOTE AMOUNT a. MESOTHELIOMA (Claim amount for voting purposes only: $50,000.00) b. ASBESTOSIS DEATH (Claim amount for voting purposes only: $50,000.00) c. LUNG CANCER (Claim amount for voting purposes only: $25,000.00) d. OTHER CANCER (Claim amount for voting purposes only: $5,000.00) e. NON-MALIGNANT ASBESTOS DISEASE (Claim amount for voting purposes only: $2,500.00)	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.

[10] 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.

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 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 NOVEMBER 23, 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 NOVEMBER 23, 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. 963] (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. 962] (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 Debtor and the Official Committee of Unsecured Creditors (the "Committee") are proponents of the Plan and support confirmation thereof.

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

[2] Capitalized terms used but not otherwise defined herein have the meanings set forth in the Plan, the Disclosure Statement, the Solicitation Procedures Order, or the Trust Distribution Procedures, as applicable.

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.

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.

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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 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.

If the Solicitation Agent does not receive your Ballot on or before **November 23, 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.

[*Remainder of Page Intentionally Left Blank*]

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,[4] for voting purposes only:

[4] Pursuant to section 4.4 of the Trust Distribution Procedures, to prove Regular Exposure to Debtor Talc, the Claimant must demonstrate that he or she was regularly exposed for a period of at least three (3) years to the talc or talc-containing products processed, milled, manufactured, sold, and/or distributed by the Debtor or by any other

a. Mesothelioma. Requires (i) diagnosis of mesothelioma[5] and (ii) Regular Exposure to Debtor Talc. **The claim amount for voting purposes only is: $50,000.00.**

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.

1. Asbestosis Death. Requires (i) diagnosis of asbestosis,[6] (ii) Regular Exposure to Debtor Talc, and (iii) statement from qualified physician that asbestosis caused the Claimant's death. **Claim amount for voting purposes only: $50,000.00.**

2. Lung Cancer. Requires (i) diagnosis of lung cancer[7] and (ii) Regular Exposure to Debtor Talc. **Claim amount for voting purposes only: $25,000.00.**

Entity for whose conduct the Debtor has liability or for which the Debtor's talc was utilized in the chain of distribution, or, if the period is less than three (3) years, the Claimant must demonstrate that the exposure was sufficient to have been a substantial factor in the development of his or her disease.

[5] Pursuant to section 4.4 of the Trust Distribution Procedures, a diagnosis of mesothelioma is required, and it must be based upon either (i) a physical examination of the Claimant by the physician providing the mesothelioma diagnosis or (ii) a diagnosis by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations. If the diagnosis is based upon a physical examination by the physician providing the diagnosis, the diagnosis must be supported by a medical report of the diagnosing physician and medical records demonstrating that the Claimant was treated for mesothelioma. All diagnoses of mesothelioma shall be accompanied by either (y) 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 (z) a history of the claimant's Debtor Talc Exposure sufficient to establish a 10-year latency period.

[6] Pursuant to section 4.4 of the Trust Distribution Procedures, a diagnosis of asbestosis must be based upon either (i) a physical examination of the Claimant by the physician providing the diagnosis or (ii) a diagnosis by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations diagnosing bilateral pulmonary fibrosis or bilateral asbestos-related pleural disease. All diagnoses of asbestosis shall be accompanied by (y) either 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 a history of the Claimant's Debtor Talc Exposure sufficient to establish a 10-year latency period and (z) a statement linking the Claimant's disease with asbestos exposure.

[7] Pursuant to section 4.4 of the Trust Distribution Procedures, a diagnosis of lung cancer must be based upon either (i) a physical examination of the Claimant by the physician providing the diagnosis or (ii) a diagnosis by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations diagnosing primary lung cancer. All diagnoses of lung cancer shall be accompanied by either (x) 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 a history of the Claimant's Debtor Talc Exposure sufficient to establish a 10-year latency period, (y) a diagnosis of underlying asbestosis or bilateral asbestos-related pleural disease, and (z) a statement linking the Claimant's lung cancer with asbestos exposure.

3. Other Cancer. Requires (i) diagnosis of other cancer (i.e., a cancer other than lung cancer)[8] and (ii) Regular Exposure to Debtor Talc. **Claim amount for voting purposes only: $5,000.00.**

4. Non-malignant Asbestos Disease. Requires (i) diagnosis of asbestosis or bilateral asbestos-related pleural disease[9] and (ii) Regular Exposure to Debtor Talc. **Claim amount for voting purposes only: $2,500.00.**

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 "Non-malignant Asbestos 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 "Non-malignant Asbestos Disease Claim" and assigned a value of $2,500.00 for voting purposes.

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[8] Pursuant to section 4.4 of the Trust Distribution Procedures, a diagnosis of other cancer (i.e. a cancer other than lung cancer) must be based upon either (i) a physical examination of the Claimant by the physician providing the diagnosis or (ii) a diagnosis by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations diagnosing the other cancer. All diagnoses of other cancer shall be accompanied by (x) 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 a history of the Claimant's Debtor Talc Exposure sufficient to establish a 10-year latency period, (y) a diagnosis of underlying asbestosis or bilateral asbestos-related pleural disease, and (z) a statement linking the Claimant's other cancer with asbestos exposure.

[9] Pursuant to section 4.4 of the Trust Distribution Procedures, a diagnosis of asbestosis or bilateral asbestos-related pleural disease must be based upon either (i) a physical examination of the Claimant by the physician providing the diagnosis or (ii) a diagnosis by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations diagnosing bilateral pulmonary fibrosis or bilateral asbestos-related pleural disease. All diagnoses of asbestosis or bilateral asbestos-related pleural disease shall be accompanied by (y) either 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 a history of the Claimant's Debtor Talc Exposure sufficient to establish a 10-year latency period and (z) a statement linking the Claimant's disease with asbestos exposure.

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 services 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 or Causes of Action, 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.

The release of any Released Party for any Claim or Causes of Action under Section 10.6 of this Plan shall not affect the liability of any Non-Released Party for any such Claim or Causes of Action on any theory of law or equity. Nothing in this Plan, the Plan Documents, the Confirmation Order, any finding of fact and/or conclusion of law with respect to the Confirmation of this Plan, or any order or opinion entered on appeal from the Confirmation Order, shall constitute any adjudication, judgment, trial, hearing on the merits, finding, conclusion, or other determination establishing that any Non-Released Parties shall not be deemed to be liable (or continue to be liable) for their respective liabilities by reason of any theory of law or equity.

For the avoidance of doubt, if the Global Settlement Order is overturned on appeal, such outcome will have no effect on the Releases set forth in this Section 10.6 of the Plan. For the further avoidance of doubt, nothing in the Plan, including this Section 10.6, shall release, or be interpreted as releasing, any Claims or Causes of Action released under the Global Settlement Order or the Global Settlement.

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: $50,000.00.

☐ **Asbestosis Death:** Amount of your Claim for voting purposes only: $50,000.00.

☐ **Lung Cancer:** Amount of your Claim for voting purposes only: $25,000.00.

☐ **Other Cancer:** Amount of your Claim for voting purposes only: $5,000.00.

☐ **Non-malignant Asbestos Disease:** Amount of your Claim for voting purposes only: $2,500.00.

☐ **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, NOVEMBER 23, 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 and Interests

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 *Amended Disclosure Statement for Chapter 11 Plan of Liquidation of Vanderbilt Minerals, LLC*, dated as of September 15, 2026 [Docket No. 963] (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 September 15, 2026 [Docket No. 962] (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 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,

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

[2] Capitalized terms used but not defined herein 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 December 14, 2026, at 10:00 a.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 **December 1, 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
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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*)
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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*)
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 *Amended Disclosure Statement for Chapter 11 Plan of Liquidation of Vanderbilt Minerals, LLC*, dated as of September 15, 2026 [Docket No. 963] (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 September 15, 2026 [Docket No. 962] (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 Confirmation Hearing in the enclosed Confirmation Hearing Notice. The Debtor and the Official Committee of Unsecured Creditors (the "Committee") are proponents of the Plan and support confirmation thereof.

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

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

[2] Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan, the Disclosure Statement, or the Solicitation Procedures Order, as applicable.

ORDER, THE PLAN, OR THE DISCLOSURE STATEMENT, YOU SHOULD CONTACT THE DEBTOR'S SOLICITATION AGENT, 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 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 December 14, 2026, at 10:00 a.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 **December 1, 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

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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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-and-

Jeffrey E. Bjork (admitted *pro hac vice*)
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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. 963] (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. 962] (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] The Debtor and the Official Committee of Unsecured Creditors (the "Committee") are proponents of the Plan and support confirmation thereof. 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

[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.

Costs are the only amounts proposed to be paid upon the assumption and assignment of each Assumed Executory Contract.

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 **November 30, 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 December 14, 2026, at 10:00 a.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

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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 ADJOURNED HEARING TO CONSIDER APPROVAL OF DISCLOSURE STATEMENT FOR CHAPTER 11 PLAN OF LIQUIDATION OF VANDERBILT MINERALS, LLC

PLEASE TAKE NOTICE, that Vanderbilt Minerals, LLC (the "Debtor"), by and through its undersigned counsel, has 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 [Docket No. 859] (the "Disclosure Statement Motion").

PLEASE TAKE FURTHER NOTICE, that on September 15, 2026, the Debtor filed the *Amended Disclosure Statement for Chapter 11 Plan of Liquidation of Vanderbilt Minerals, LLC* [Docket No. 963] (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. 962] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "Proposed Plan").

PLEASE TAKE FURTHER NOTICE, that, at the Court's direction, the hearing to consider the Disclosure Statement Motion and any objections related thereto (the "Disclosure Statement Hearing") **will be held on October 19, 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 the deadline for the Debtor to file a revised proposed order approving the Disclosure Statement Motion (the "Proposed Disclosure Statement Order") and the Trust Distribution Procedures (the "TDPs") is **September 25, 2026**.

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 October 6, 2026**. The United States Trustee and R.T. Vanderbilt Holding Company Inc. and its non-debtor affiliates may file objections to any aspects of the Disclosure Statement Motion. All other parties in interest may file objections limited solely to changes made after September 4, 2026, to the Proposed Disclosure Statement Order, the Proposed Disclosure Statement, the Proposed Plan, and any exhibits thereto. All objections must be served 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 the deadline for the Debtor to file a reply in support of the Disclosure Statement Motion is **October 13, 2026**.

PLEASE TAKE FURTHER NOTICE, that the hearing to consider confirmation of the Proposed Plan (the "Confirmation Hearing") is scheduled for **December 14, 2026, at 10:00 a.m. (prevailing Eastern Time)**, 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.

PLEASE TAKE FURTHER NOTICE, that parties may appear at the Disclosure Statement Hearing and the Confirmation 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 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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- and -

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-and-

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Counsel for the Debtor and Debtor in Possession

EXHIBIT B

Revised Solicitation Procedures Order Redline

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.

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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~~963] (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~~962] (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:

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

I. Disclosure Statement.

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

3. 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.

4. 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.

5. 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

6. 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**~~**November 2, 2026**, subject to the procedures set forth below.

7. 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).

8. 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**~~**November 2, 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.

9. 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.

10. 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**~~**November 16, 2026, at 5:00 p.m. (prevailing Eastern Time)** (the "Rule ~~3018(a)~~ 3018(a) Motion Deadline"). The Debtor and any party in interest will then have until ~~**October 19, 2026,**~~ **November 23, 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.

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

12. 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

13. The Voting Record Date shall be set as ~~**September 14**~~**October 19, 2026**. Only holders of Claims as of the Voting Record Date shall be entitled to vote to accept or reject the Proposed Plan.

14. 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.

15. 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

16. The Solicitation Packages are approved.

17. 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.

18. 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 ~~a.~~ 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, and (viii) a letter from the Committee in support of the Proposed Plan.

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.

19. 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.

20. 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.**

21. 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.

22. 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.

23. 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.

24. 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.

25. 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

26. The Ballots are approved.

27. The Voting Deadline is ~~**October 19**~~**November 23, 2026, at 5:00 p.m. (prevailing Eastern Time).**

28. 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.

29. 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.

30. 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.

31. 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

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[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.

32. 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

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

34. 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

35. 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.

36. 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.

37. 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

38. 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.

n. The Solicitation Agent shall file with the Bankruptcy Court a list of (i) any vote changes received prior to the Voting Deadline, (ii) any parties who have been granted voting extensions, and (iii) any agreements between the Debtor and any creditor agreeing to the amount of a Claim for voting purposes, and such list shall be included in the Voting Certification.

39. 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 ~~a.~~ 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~~Non- malignant Asbestos 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~~Non-malignant Asbestos 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 ~~ii.~~ 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 ~~i.~~ 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 ~~x.~~ 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).

40. 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.

41. 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.

42. 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.

43. The Confirmation Hearing shall be held on ~~November 16~~December 14, 2026, at ~~3:00~~

10:00 a.m~~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***~~

~~44. 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

44. ~~45.~~ The Plan Objection Deadline shall be ~~**October 26**~~**December 1, 2026, at 5:00 p.m. (prevailing Eastern Time).**

45. ~~46.~~ 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.

46. ~~47.~~ 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	***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

Los Angeles, CA 90067 Attn: Jeffrey E. Bjork Kimberly A. Posin Email: jeff.bjork@lw.com kim.posin@lw.com	tphillips@capdale.com kdavis@capdale.com

47. ~~48.~~ 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.

48. ~~49.~~ 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.

49. ~~50.~~ The Debtor is authorized to file and serve the proposed order confirming the Proposed Plan by ~~**September 28**~~**November 2, 2026, at 5:00 p.m. (prevailing Eastern Time)**, the Voting Certification by ~~**October 24**~~**December 1, 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**~~**December 8, 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

50. ~~51.~~ 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.

51. ~~52.~~ 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.

52. ~~53.~~ 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.

53. ~~54.~~ 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.

54. ~~55.~~ 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.

55. ~~56.~~ The Debtor is authorized to take all steps necessary to carry out this Order.

56. ~~57.~~ 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.

###

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 ~~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. ~~[●]~~963] (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. ~~[●]~~962] (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] The Debtor and the Official Committee of Unsecured Creditors (the "Committee") are proponents of the Plan and support confirmation thereof.

~~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.

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	October 19, 2026
Deadline to file Claim Objections or Requests to Estimate Claims for Voting Purposes	~~September 28~~November 2, 2026
~~Plan Supplement Filing Deadline~~	~~September 28, 2026~~
Deadline to File Proposed Confirmation Order	~~September 28~~November 2, 2026
Deadline to Serve Assumption and Assignment Notices	~~October 12~~November 16, 2026 (~~14~~15 calendar days before Plan Objection Deadline)
Rule 3018 Motion Filing Deadline	~~October 12~~November 16, 2026, at 5:00 p.m. (prevailing Eastern Time)
Deadline to Reply to 3018 Motion(s)	~~October 19~~November 23, 2026, at 5:00 p.m. (prevailing Eastern Time)
Voting Deadline	~~October 19~~November 23, 2026, at 5:00 p.m. (prevailing Eastern Time)
Fact Discovery Deadline	November 30, 2026
Cure Objection Deadline ~~to File Voting Certification~~	~~October 24~~November 30, 2026, at 5:00 p.m. (prevailing Eastern Time)
~~Cure Objection~~ Deadline to File Voting Certification	~~October 26~~December 1, 2026, at 5:00 p.m. (prevailing Eastern Time)
Plan Objection Deadline	~~October 26~~December 1, 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~~December 8, 2026, at 5:00 p.m. (prevailing Eastern Time)
Confirmation Hearing	~~November 16~~December 14, 2026, at ~~3:00 p.m~~10:00 a.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,

~~3.~~ Syracuse, NY 13261, on ~~**November 16**~~**December 14, 2026, at ~~3:00 p.m~~10:00 a.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**~~**October 19, 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** ~~5.~~ 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.~~

(the "Solicitation Agent"), by no later than **November 23, 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 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 and/or Interests 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**~~**November 16, 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**~~**November 23, 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**~~**December 1, 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:

---

state or federal workers' compensation statute or other statute providing compensation to an employee from an employer.

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

BOND, SCHOENECK & KING, PLLC
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- and -

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Counsel for the Debtor and Debtor in Possession
~~7~~

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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

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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~~services of the ~~Released Parties~~

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,~~ or 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.

The release of any Released Party for any Claim or Causes of Action under Section 10.6 of this Plan shall not affect the liability of any Non-Released Party for any such Claim or Causes of Action on any theory of law or equity. Nothing in this Plan, the Plan Documents, the Confirmation Order, any finding of fact and/or conclusion of law with respect to the Confirmation of this Plan, or any order or opinion entered on appeal from the Confirmation Order, shall constitute any adjudication, judgment, trial, hearing on the merits, finding, conclusion, or other determination establishing that any Non-Released Parties shall not be deemed to be liable (or continue to be liable) for their

respective liabilities by reason of any theory of law or equity.

For the avoidance of doubt, if the Global Settlement Order is overturned on appeal, such outcome will have no effect on the Releases set forth in this Section 10.6 of the Plan. For the further avoidance of doubt, nothing in the Plan, including this Section 10.6, shall release, or be interpreted as releasing, any Claims or Causes of Action released under the Global Settlement Order or the Global Settlement.

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.

~~6~~

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. ~~[●]~~963] (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. ~~[●]~~962] (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]

The Debtor and the Official Committee of Unsecured Creditors (the "Committee") are proponents of the Plan and support confirmation thereof.

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~~ December 14, 2026, at ~~3:00 p.m~~10:00 a.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**~~**October 19, 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**~~**November 23, 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**~~**November 16, 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**~~**November 23, 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**~~**December 1, 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.
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an
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Center Syracuse,
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[Link-to-previous setting changed from off in original to on in modified.].

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~~NOVEMBER 23, 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. ~~[●]~~963] (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. ~~[●]~~962] (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

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

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 Debtor and the Official Committee of Unsecured Creditors (the "Committee") are proponents of the Plan and support confirmation thereof.

The Bankruptcy Court has approved the Disclosure Statement as

[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**~~**November 23, 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.

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[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.

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]~~90 to 100% 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~~October 19, 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]~~90 to 100% 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**

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~~services 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,~~ or 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.

The release of any Released Party for any Claim or Causes of Action under Section 10.6 of this Plan shall not affect the liability of any Non-Released Party for any such Claim or Causes of Action on any theory of law or equity. Nothing in this Plan, the Plan Documents, the Confirmation Order, any finding of fact and/or conclusion of law with respect to the Confirmation of this Plan, or any order or opinion entered on appeal from the Confirmation Order, shall constitute any adjudication, judgment, trial, hearing on the merits, finding, conclusion, or other determination establishing that any Non-Released Parties shall not be deemed to be liable (or continue to be liable) for their respective liabilities by reason of any theory of law or equity.

For the avoidance of doubt, if the Global Settlement Order is

overturned on appeal, such outcome will have no effect on the Releases set forth in this Section 10.6 of the Plan. For the further avoidance of doubt, nothing in the Plan, including this Section 10.6, shall release, or be interpreted as releasing, any Claims or Causes of Action released under the Global Settlement Order or the Global Settlement.

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

~~1.~~ 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 RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE, WHICH IS 5:00 P.M. (PREVAILING EASTERN TIME) ON ~~OCTOBER 19~~NOVEMBER 23, 2026.

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[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**~~**November 23, 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~~November 23, 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~~the 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. The Solicitation Agent shall file with the Bankruptcy Court a list of (i) any vote changes received prior to the Voting Deadline, (ii) any parties who have been granted voting extensions, and (iii) any agreements between the Debtor and any creditor agreeing to the amount of a Claim for voting purposes, and such list shall be included in the Voting Certification.

19. ~~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.

20. ~~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~~NOVEMBER 23, 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. ~~[●]~~963] (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. ~~[●]~~962] (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, or the Trust Distribution Procedures, as applicable.

The Debtor and the Official Committee of Unsecured Creditors (the "Committee") are proponents of the Plan and support confirmation thereof.

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 ~~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**~~**October 19, 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.~~

[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.

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.

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**~~**November 23, 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 ~~(ii)~~ 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,[4] are for voting purposes only.

a. Mesothelioma. Requires (i) diagnosis of mesothelioma[45] and (ii) [Regular Exposure to Debtor Talc].[5] **Claim amount for voting purposes only: $[●]50,000.00.**

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.

1. [6]Asbestosis Death. Requires (i) diagnosis of asbestosis,[6] (ii) Regular Exposure to Debtor Talc, and (iii) statement from qualified physician that asbestosis caused the Claimant's death. **Claim amount for voting purposes only: $[●]50,000.00.**

2. Lung Cancer. Requires (i) diagnosis of lung cancer[7] and (ii) Regular Exposure to Debtor Talc. **Claim amount for voting purposes only: $25,000.00.**

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[4] Pursuant to section 4.4 of the Trust Distribution Procedures, to prove Regular Exposure to Debtor Talc, the Claimant must demonstrate that he or she was regularly exposed for a period of at least three (3) years to the talc or talc-containing products processed, milled, manufactured, sold, and/or distributed by the Debtor or by any other Entity for whose conduct the Debtor has liability or for which the Debtor's talc was utilized in the chain of distribution, or, if the period is less than three (3) years, the Claimant must demonstrate that the exposure was sufficient to have been a substantial factor in the development of his or her disease.

[5] Pursuant to section 4.4 of the Trust Distribution Procedures, a diagnosis of mesothelioma is required, and it must be based upon either (i) a physical examination of the Claimant by the physician providing the mesothelioma diagnosis or (ii) a diagnosis by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations. If the diagnosis is based upon a physical examination by the physician providing the diagnosis, the diagnosis must be supported by a medical report of the diagnosing physician and medical records demonstrating that the Claimant was treated for mesothelioma. All diagnoses of mesothelioma shall be accompanied by either (y) 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 (z) a history of the claimant's Debtor Talc Exposure sufficient to establish a 10-year latency period.

[6] Pursuant to section 4.4 of the Trust Distribution Procedures, a diagnosis of asbestosis must be based upon either (i) a physical examination of the Claimant by the physician providing the diagnosis or (ii) a diagnosis by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations diagnosing bilateral pulmonary fibrosis or bilateral asbestos-related pleural disease. All diagnoses of asbestosis shall be accompanied by (y) either 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 a history of the Claimant's Debtor Talc Exposure sufficient to establish a 10-year latency period and (z) a statement linking the Claimant's disease with asbestos exposure.

[7] Pursuant to section 4.4 of the Trust Distribution Procedures, a diagnosis of lung cancer must be based upon either (i) a physical examination of the Claimant by the physician providing the diagnosis or (ii) a diagnosis by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations diagnosing primary lung cancer. All diagnoses of lung cancer shall be accompanied by either (x) 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 a history of the Claimant's Debtor Talc Exposure sufficient to establish a 10-year latency period, (y) a diagnosis of underlying

3. Other Cancer. Requires (i) diagnosis of other cancer (i.e., a cancer other than lung cancer)[8] and (ii) Regular Exposure to Debtor Talc. **Claim amount for voting purposes only: $5,000.00.**

4. Non-malignant Asbestos Disease. Requires (i) diagnosis of asbestosis or bilateral asbestos-related pleural disease[9] and (ii) Regular Exposure to Debtor Talc. **Claim amount for voting purposes only: $2,500.00.**

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~~Non-malignant Asbestos 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~~Non-malignant Asbestos Disease Claim" and assigned a value of $~~[●]~~2,500.00 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 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

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asbestosis or bilateral asbestos-related pleural disease, and (z) a statement linking the Claimant's lung cancer with asbestos exposure.

[8] Pursuant to section 4.4 of the Trust Distribution Procedures, ~~all~~a diagnosis of other cancer (i.e., a cancer other than lung cancer) must be based upon either (i) a physical examination of the Claimant by the physician providing the diagnosis or (ii) a diagnosis by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations diagnosing the other cancer. All diagnoses of ~~mesothelioma~~other cancer shall be accompanied by ~~either~~ (~~i~~x) 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~~Claimant's Debtor Talc Exposure sufficient to establish a 10-year latency period, (y) a diagnosis of underlying asbestosis or bilateral asbestos-related pleural disease, and (z) a statement linking the Claimant's other cancer with asbestos exposure.

~~[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] ~~[~~[9] Pursuant to section 4.4 of 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 diagnosis of asbestosis or bilateral asbestos-related pleural disease must be based upon either (i) 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~~or (ii) a diagnosis by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations diagnosing bilateral pulmonary fibrosis or bilateral asbestos-related pleural disease. All diagnoses of asbestosis or bilateral asbestos-related pleural disease shall be accompanied by (y) either 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 a history of the Claimant's Debtor Talc Exposure sufficient to establish a 10-year latency period and (z) a statement linking the Claimant's disease with asbestos exposure.
~~(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 ~~(ii)~~ 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**

~~(a)~~ **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 ~~(iv)~~ 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~~services 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,~~ or 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.

The release of any Released Party for any Claim or Causes of Action under Section 10.6 of this Plan shall not affect the liability of any Non-Released Party for any such Claim or Causes of Action on any theory of law or equity. Nothing in this Plan, the Plan Documents, the Confirmation Order, any finding of fact and/or conclusion of law with respect to the Confirmation of this Plan, or any order or opinion entered on appeal from the Confirmation Order, shall constitute any adjudication, judgment, trial, hearing on the merits, finding, conclusion, or other determination establishing that any Non-Released Parties shall not be deemed to be liable (or continue to be liable) for their respective liabilities by reason of any theory of law or equity.

For the avoidance of doubt, if the Global Settlement Order is overturned on appeal, such outcome will have no effect on the Releases set forth in this Section 10.6 of the Plan. For the further avoidance of doubt, nothing in the Plan, including this Section 10.6, shall release, or be interpreted as releasing, any Claims or Causes of Action released under the Global Settlement Order or the Global Settlement.

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.~~ 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 ~~Number of~~Plan**	**Dollar Amount of Votes ACCEPTING/ VOTING IN FAVOR OF**	**Number of Votes REJECTING/ VOTING AGAINST ~~Number of~~Plan**	**Dollar Amount of Votes REJECTING/ VOTING AGAINST**
	~~Votes ACCEPTING /VOTING IN FAVOR OF~~	~~Amount of Votes ACCEPTING/ VOTING IN~~	~~Votes REJECTING /VOTING AGAINST~~	~~Amount of Votes REJECTING /VOTING~~
	~~Plan~~	~~FAVOR OF~~Plan	~~Plan~~	~~AGAINST~~Plan
Mesothelioma		~~Plan~~		~~Plan~~
~~Mesothelioma~~Asbestosis Death				
Lung Cancer				
Other ~~Disease Claim~~Cancer				
Non-malignant Asbestos Disease				
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~~10

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. ASBESTOSIS DEATH c. LUNG CANCER d. OTHER CANCER e. NON-MALIGNANT ASBESTOS DISEASE	ADD DISEASE LEVEL VOTE AMOUNT a. MESOTHELIOMA (Claim amount for voting purposes only: $[●]50,000.00) ~~or~~ b. ASBESTOSIS DEATH (Claim amount for voting purposes only: $50,000.00) c. LUNG CANCER (Claim amount for voting purposes only: $25,000.00) d. OTHER CANCER (Claim amount for voting purposes only: $5,000.00) e. NON-MALIGNANT	BASIS FOR VOTING AUTHORITY (Select OPTION A CERTIFICATION or OPTION B CERTIFICATION)

									ASBESTOS DISEASE (Claim amount for voting purposes only: $[●]12,500.00)	

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.

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[10] 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.

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

~~2.~~ complied with all terms, instructions, and conditions set forth in this Class 5 Talc Claims Master Ballot and

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~~[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~~NOVEMBER 23, 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~~NOVEMBER 23, 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. ~~[●]~~963] (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. ~~[●]~~962] (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.~~

The Debtor and the Official Committee of Unsecured Creditors (the "Committee") are proponents of the Plan and support confirmation thereof.

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

[2] Capitalized terms used but not otherwise defined herein have the meanings set forth in the Plan, the Disclosure Statement, ~~or~~ the Solicitation Procedures Order, or the Trust Distribution Procedures, as applicable.

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.

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.

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.

If the Solicitation Agent does not receive your Ballot on or before ~~**October 19**~~**November 23, 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) ~~(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.

[*Remainder of Page Intentionally Left Blank*]

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,[4] for voting purposes only:

[4] Pursuant to section 4.4 of the Trust Distribution Procedures, to prove Regular Exposure to Debtor Talc, the Claimant must demonstrate that he or she was regularly exposed for a period of at least three (3) years to the talc or talc-containing products processed, milled, manufactured, sold, and/or distributed by the Debtor or by any other

a. Mesothelioma. Requires (i) diagnosis of mesothelioma[4][5] and (ii) ~~[~~Regular Exposure to Debtor Talc~~].~~[5]. **The claim amount for voting purposes only is:**
~~a.~~ **$~~[●]~~50,000.00.**

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: $[●]**~~.

1. Asbestosis Death. Requires (i) diagnosis of asbestosis,[6] (ii) Regular Exposure to Debtor Talc, and (iii) statement from qualified physician that asbestosis caused the Claimant's death. **Claim amount for voting purposes only: $50,000.00.**

2. Lung Cancer. Requires (i) diagnosis of lung cancer[7] and (ii) Regular Exposure to Debtor Talc. **Claim amount for voting purposes only: $25,000.00.**

Entity for whose conduct the Debtor has liability or for which the Debtor's talc was utilized in the chain of distribution, or, if the period is less than three (3) years, the Claimant must demonstrate that the exposure was sufficient to have been a substantial factor in the development of his or her disease.

[5] Pursuant to section 4.4 of the Trust Distribution Procedures, a diagnosis of mesothelioma is required, and it must be based upon either (i) a physical examination of the Claimant by the physician providing the mesothelioma diagnosis or (ii) a diagnosis by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations. If the diagnosis is based upon a physical examination by the physician providing the diagnosis, the diagnosis must be supported by a medical report of the diagnosing physician and medical records demonstrating that the Claimant was treated for mesothelioma. All diagnoses of mesothelioma shall be accompanied by either (y) 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 (z) a history of the claimant's Debtor Talc Exposure sufficient to establish a 10-year latency period.

[6] Pursuant to section 4.4 of the Trust Distribution Procedures, a diagnosis of asbestosis must be based upon either (i) a physical examination of the Claimant by the physician providing the diagnosis or (ii) a diagnosis by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations diagnosing bilateral pulmonary fibrosis or bilateral asbestos-related pleural disease. All diagnoses of asbestosis shall be accompanied by (y) either 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 a history of the Claimant's Debtor Talc Exposure sufficient to establish a 10-year latency period and (z) a statement linking the Claimant's disease with asbestos exposure.

[7] Pursuant to section 4.4 of the Trust Distribution Procedures, a diagnosis of lung cancer must be based upon either (i) a physical examination of the Claimant by the physician providing the diagnosis or (ii) a diagnosis by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations diagnosing primary lung cancer. All diagnoses of lung cancer shall be accompanied by either (x) 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 a history of the Claimant's Debtor Talc Exposure sufficient to establish a 10-year latency period, (y) a diagnosis of underlying

asbestosis or bilateral asbestos-related pleural disease, and (z) a statement linking the Claimant's lung cancer with asbestos exposure.

3. Other Cancer. Requires (i) diagnosis of other cancer (i.e., a cancer other than lung cancer)[8] and (ii) Regular Exposure to Debtor Talc. **Claim amount for voting purposes only: $5,000.00.**

4. Non-malignant Asbestos Disease. Requires (i) diagnosis of asbestosis or bilateral asbestos-related pleural disease[9] and (ii) Regular Exposure to Debtor Talc. **Claim amount for voting purposes only: $2,500.00.**

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 "OtherNon-malignant Asbestos 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 "OtherNon- malignant Asbestos Disease Claim" and assigned a value of $2,500.00 for voting purposes.

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[8] Pursuant to section 4.4 of the Trust Distribution Procedures, alla diagnosis of other cancer (i.e. a cancer other than lung cancer) must be based upon either (i) a physical examination of the Claimant by the physician providing the diagnosis or (ii) a diagnosis by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations diagnosing the other cancer. All diagnoses of mesotheliomaother cancer shall be accompanied by either (ix) 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'sClaimant's Debtor Talc Exposure sufficient to establish a 10-year latency period, (y) a diagnosis of underlying asbestosis or bilateral asbestos-related pleural disease, and (z) a statement linking the Claimant's other cancer with asbestos exposure.

[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] [[9] Pursuant to section 4.4 of 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 diagnosis of asbestosis or bilateral asbestos-related pleural disease must be based upon either (i) 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~~or (ii) a diagnosis by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations diagnosing bilateral pulmonary fibrosis or bilateral asbestos-related pleural disease. All diagnoses of asbestosis or bilateral asbestos-related pleural disease shall be accompanied by (y) either 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 a history of the Claimant's Debtor Talc Exposure sufficient to establish a 10-year latency period and (z) a statement linking the Claimant's disease with asbestos exposure.
~~(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~~services 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,~~ or 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.

The release of any Released Party for any Claim or Causes of Action under Section 10.6 of this Plan shall not affect the liability of any Non-Released Party for any such Claim or Causes of Action on any theory of law or equity. Nothing in this Plan, the Plan Documents, the Confirmation Order, any finding of fact and/or conclusion of law with respect to the Confirmation of this Plan, or any order or opinion entered on appeal from the Confirmation Order, shall constitute any adjudication, judgment, trial, hearing on the merits, finding, conclusion, or other determination establishing that any Non-Released Parties shall not be deemed to be liable (or continue to be liable) for their respective liabilities by reason of any theory of law or equity.

For the avoidance of doubt, if the Global Settlement Order is overturned on appeal, such outcome will have no effect on the Releases set forth in this Section 10.6 of the Plan. For the further avoidance of doubt, nothing in the Plan, including this Section 10.6, shall release, or be interpreted as releasing, any Claims or Causes of Action released under the Global Settlement Order or the Global Settlement.

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: $~~[●]~~50,000.00.

☐ **Asbestosis Death:** Amount of your Claim for voting purposes only: $50,000.00.

☐ **Lung Cancer:** Amount of your Claim for voting purposes only: $25,000.00.

☐ **Other ~~Disease Claim~~Cancer:** Amount of your Claim for voting purposes only: $~~[●]~~5,000.00.

☐ **Non-malignant Asbestos Disease:** Amount of your Claim for voting purposes only: $2,500.00.

☐ **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~~ 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~~NOVEMBER 23, 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 and Interests

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 *Amended Disclosure Statement for Chapter 11 Plan of Liquidation of Vanderbilt Minerals, LLC*, dated as of ~~[●]~~September 15, 2026 [Docket No. ~~[●]~~963] (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 ~~[●]~~September 15, 2026 [Docket No. ~~[●]~~962] (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~~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~~December 14, 2026, at ~~3:00 p.m~~10:00 a.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~~December 1, 2026, at ~~5:00~~

5:00 p.m~~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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arivera@bsk.com

- 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
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Telephone: (212) 906-1200
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Email: ray.schrock@lw.com
george.davis@lw.com
jamie.wine@lw.com
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-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

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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 *Amended Disclosure Statement for Chapter 11 Plan of Liquidation of Vanderbilt Minerals, LLC*, dated as of ~~[●]~~September 15, 2026 [Docket No. ~~[●]~~963] (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 ~~[●]~~September 15, 2026 [Docket No. ~~[●]~~962] (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~~Confirmation Hearing in the enclosed Confirmation Hearing Notice. The Debtor and the Official Committee of Unsecured Creditors (the "Committee") are proponents of the Plan and support confirmation thereof.

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.

[Link-to-previous setting changed from on in original to off in modified.].

ORDER, THE PLAN, OR THE DISCLOSURE STATEMENT, YOU SHOULD CONTACT THE DEBTOR'S SOLICITATION AGENT, 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 HTTPS~~://WWW.VERITAGLOBAL.NET/VANDERBILT.~~ ://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~~December 14, 2026, at ~~3:00 p.m~~10:00 a.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~~December 1, 2026, at ~~5:00~~ 5:00 p.m~~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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arivera@bsk.com

- 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
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-and-

Jeffrey E. Bjork (admitted *pro hac vice*)
Kimberly A. Posin (admitted *pro hac vice*)
10250 Constellation Blvd., Suite 1100
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kim.posin@lw.com

Counsel for the Debtor and Debtor in Possession
4

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Exhibit 8

Proposed Form of Assumption and Assignment Notice

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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. ~~[~~ ~~●~~ 963]~~]~~ (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. ~~[~~ ~~●~~ ~~]~~962] (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~~The Debtor and the Official Committee of ~~1.~~ Unsecured Creditors (the "Committee") are proponents of the Plan and support confirmation thereof. 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 ~~3.~~ 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.

[Link-to-previous setting changed from on in original to off in modified.].

Costs are the only amounts proposed to be paid upon the assumption and assignment of each Assumed Executory Contract.

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**~~**November 30, 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~~December 14, 2026, at ~~3:00 p.m~~10:00 a.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
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
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jamie.wine@lw.com

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-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
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Email: jeff.bjork@lw.com
kim.posin@lw.com

Counsel for the Debtor and Debtor in Possession
4

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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 ADJOURNED 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~~ Vanderbilt Minerals, LLC (the "Debtor"), by and through its undersigned counsel, has 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").~~ [Docket No. 859] (the "Disclosure Statement Motion").

PLEASE TAKE FURTHER NOTICE, that on September 15, 2026, the Debtor filed the *Amended Disclosure Statement for Chapter 11 Plan of Liquidation of Vanderbilt Minerals, LLC* [Docket No. 963] (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. 962] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "Proposed Plan").

PLEASE TAKE FURTHER NOTICE, that ~~a~~, at the Court's direction, the hearing to consider the Disclosure Statement Motion and any objections related thereto (the "Disclosure Statement Hearing") **will be held on ~~September 14~~October 19, 2026, at 11:00 a.m. (prevailing Eastern ~~time~~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

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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.

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

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PLEASE TAKE FURTHER NOTICE, that the deadline for the Debtor to file a revised proposed order approving the Disclosure Statement Motion (the "Proposed Disclosure Statement Order") and the Trust Distribution Procedures (the "TDPs") is **September 25, 2026**.

~~**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 October 6, 2026**. The United States Trustee and R.T. Vanderbilt Holding Company Inc. and its non-debtor affiliates may file objections to any aspects of the Disclosure Statement Motion. All other parties in interest may file objections limited solely to changes made after September 4, 2026, to the Proposed Disclosure Statement Order, the Proposed Disclosure Statement, the Proposed Plan, and any exhibits thereto. All objections must be served 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 the deadline for the Debtor to file a reply in support of the Disclosure Statement Motion is **October 13, 2026**.

PLEASE TAKE FURTHER NOTICE, that the hearing to consider confirmation of the Proposed Plan (the "Confirmation Hearing") is scheduled for **December 14, 2026, at 10:00 a.m. (prevailing Eastern Time)**, 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.

PLEASE TAKE FURTHER NOTICE, that parties may appear at the Disclosure Statement Hearing and the Confirmation 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 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.

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Dated: [●], 2026
Syracuse, New York

Respectfully submitted,

/s/ DRAFT

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Summary report: **Litera Compare for Word 11.12.0.83 Document comparison done on 9/25/2026 9:01:14 PM**	
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