Docket #1042 Date Filed: 10/16/2026

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 UPDATED DISCLOSURE STATEMENT REPLY CHART

PLEASE TAKE NOTICE that on October 13, 2026, Syracuse Minerals, LLC (f/k/a Vanderbilt Minerals, LLC), the above-captioned debtor and debtor in possession (the "Debtor"), filed the *Reply of Syracuse Minerals, LLC to Objections to Approval of the Disclosure Statement and Solicitation and Voting Procedures* [Docket No. 1029] (the "Reply") in further support of 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").[2]

PLEASE TAKE FURTHER NOTICE that attached to the Reply as Exhibit A [Docket No. 1029-1] was a chart (the "DS Reply Chart") identifying each of the disclosure-related Objections, the corresponding language that the Debtor intends to add to the Disclosure Statement or the Plan, and the status of each such Objection.

PLEASE TAKE FURTHER NOTICE that, since the filing of the Reply, the Debtor has continued to engage with the objecting parties, and certain Objections that were identified as

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

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

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pending or partially resolved in the DS Reply Chart have now been resolved. To assist the Court and parties in interest in advance of the hearing on the Disclosure Statement Motion scheduled for October 19, 2026 (the "Disclosure Statement Hearing"), attached hereto as ***Exhibit A*** is an updated DS Reply Chart (the "Updated DS Reply Chart") reflecting the current status of each Objection.

PLEASE TAKE FURTHER NOTICE that attached hereto as ***Exhibit B*** is a redline showing the changes made in the Updated DS Reply Chart compared to the DS Reply Chart filed with the Reply.

PLEASE TAKE FURTHER NOTICE that the Debtor reserves the right to further revise, amend, or supplement the Updated DS Reply Chart, including at or prior to the Disclosure Statement Hearing.

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Dated: October 16, 2026
Syracuse, New York

Respectfully submitted,

/s/ Charles J. Sullivan

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EXHIBIT A

Updated DS Reply Chart

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
United States Trustee	1012	¶¶ 14–16	DS lists Class 5 Talc Claims recovery as "Unknown" (DS § 1.4) despite stating $11.0M distributable cash and $445M insurance limits (DS § 9.1(f)). DS should give a recovery range, assumptions, timing, and expected first Trust distribution and source.	**The following will be added to Section 1.4 of the Disclosure Statement:** Estimated recovery range for Class 5 Talc Claims of 0-84% with the following footnote: "The estimated recovery range for Allowed Talc Claims is based on various assumptions, including estimated insurance recoveries ranging from $0 to $445,000,000, an estimated $11,000,000 in trust expenses and an estimated aggregate Talc Claim value of $525,000,000 as estimated by the Creditors' Committee. *See April 16, 2026 Hearing Transcript*, at 210:6–11. The actual recoveries for Allowed Talc Claims may differ significantly from this estimate should one or more of the underlying assumptions prove to be incorrect, which is beyond the Debtor's control. Such differences may adversely affect the recovery of holders of Allowed Talc Claims."	***RESOLVED***
United States Trustee	1012	¶ 17	Liquidation Analysis (Ex. B) is "[TO COME]," yet the DS relies on it for the best interests test (DS §§ 9.1(m), 11.2).	Liquidation Analysis was filed on September 30, 2026 at Docket No. 996.	***RESOLVED***
United States Trustee	1012	¶ 18	Amendments deleted the condition that the TC Recovery Fund be funded on the Effective Date (Plan § 9.1(viii)). DS should disclose the deletion and what the Fund will hold on the Effective Date.	**The following will be added to Section 5.3(ii) of the Plan:** "The Liquidation Trust's operations are expected to generate value for the GUC Recovery Fund and the TC Recovery Fund, and inure to the benefit of the respective underlying beneficiaries."	***RESOLVED***

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
				The following will be added to Section 5.15 of the Disclosure Statement: "The Disclosure Statement was amended to, among other things, delete the requirement that the TC Recovery Fund be funded on the Effective Date and to instead transfer all remaining cash into the Liquidation Trust. The TC Recovery Fund will be funded with Post-Effective Date Available Cash pursuant to Section 5.8 of the Plan."	
United States Trustee	1012	¶¶ 19–21	DS cross-references the Plan for "Released Parties" (DS § 6.9(h)). DS should list the Released Parties, their roles, and periods of service covered.	**The following will be added to Section 6.9(h) of the Disclosure Statement:** "Released Parties" is defined in the Plan as "Debtor Related Parties," which in turn is defined in the Plan as: collectively, (a) Ben Pickering, solely in his capacity as the independent manager of the Board of Managers and sole member of the Independent Special Committee, (b) BRP Advisory LLC, solely in its capacity as a party to the Engagement Letter dated October 9, 2025, (c) Dean Vomero, solely in his capacity as the Debtor's Chief Restructuring Officer, (d) Applied Business Strategy LLC, solely in the capacity it was engaged by the Debtor, (e) Amarilys Franky, solely in her capacity as the Debtor's manager, (f) James Knowlden, solely in his capacity as the Debtor's manager and as an officer of the Debtor, (g) Jeffrey Brohel, solely in his capacity as the Debtor's manager and as an officer of the Debtor, (h) Latham & Watkins LLP, solely in its capacity as the Debtor's counsel, (i) Bond, Schoeneck & King, PLLC, solely in its capacity as the	***RESOLVED***

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
				Debtor's counsel, (j) Katten Muchin Rosenman LLP, solely in its capacity as counsel to the Debtor at the sole direction of the Independent Manager and the sole member of the Independent Special Committee, (k) Greenhill & Co., LLC, solely in its capacity as the Debtor's investment banker, (l) Brown Rudnick LLP, solely in its capacity as the Creditors' Committee's counsel, (m) Caplin & Drysdale, Chartered, solely in its capacity as the Creditors' Committee's counsel, (n) Cohen Ziffer Frenchman & McKenna LLP, solely in its capacity as the Creditors' Committee's counsel, (o) Province, LLC, solely in its capacity as the Creditors' Committee's financial advisor, (p) Kurtzman Carson Consultants, LLC d/b/a Verita Global, solely in its capacity as the Debtor's claims, noticing, and solicitation agent, and (q) all Ordinary Course Professionals as of September 15, 2026, solely in their capacity as such. For the avoidance of doubt, Jones Day LLP and Vinson & Elkins LLP shall not be considered Debtor Related Parties for any purpose under the Plan. The Released Parties have served in the above articulated capacities as follows: (1) Ben Pickering and BRP Advisory LLC – from September 2025 to present; (2) Dean Vomero and Applied Business Strategy LLC – from May 2025 to present; (3) Amarilys Franky – from June 2022 to June 10, 2026; (4) Knowlden – from June 2022 to June 10, 2026; (5) Jeffrey Brohel – from January 2013 to June 10, 2026; (6) Latham & Watkins LLP –	

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
				from April 2026 to present; (7) Bond, Schoeneck & King, PLLC – from January 2026 to present; (8) Katten Muchin Rosenman LLP – from October 2025 to present; (9) Greenhill & Co., LLC – from January 2026 to present; (10) Brown Rudnick LLP – from March 2026 to present; (11) Caplin & Drysdale, Chartered – from March 2026 to present; (12) Cohen, Ziffer Frenchman & McKenna LLP – from March 2026 to present; (13) Province, LLC – from March 2026 to present; (14) Kurtzman Carson Consultants, LLC d/b/a Verita Global – from January 2026 to present; and (15) Ordinary Course Professionals – from the date of retention by the Debtor to present."	
United States Trustee	1012	¶¶ 22–23	DS § 5.7 adds procedural history of the Settlement Order Appeal but not the issues on appeal or effect on recoveries; the risk factor (DS § 9.1(e)) covers only timing, not that a reversal could unwind the Global Settlement.	**The following will be added to Section 5.7(a) of the Disclosure Statement:** "The issues on appeal and requested relief with respect to the Consolidated Settlement Order Appeal can be found in the *Statements of Issues on Appeal* filed by each of the appellants [Docket Nos. 590, 627 and 639]." **The following will replace Section 9.1(e) of the Disclosure Statement:** "There can be no assurance regarding the timing or outcome of the Consolidated Settlement Order Appeal. The Vanderbilt Entities waived the condition that the Global Settlement Order become a Final Order, and the Global Settlement was implemented on June 10, 2026 in connection with the closing of the Sale. No further distributions are	***RESOLVED***

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
				contemplated under the Global Settlement. Accordingly, an adverse ruling by an appellate court could affect the finality of the Global Settlement Order, but would not delay any distributions to the Debtor. The impact of an adverse ruling on the Debtor's creditors will ultimately depend on the rulings and findings of the applicable appellate court. If an appellate court were to determine in a Final Order that the Debtor did not have the ability to settle all or certain estate causes of action, the Debtor expects that the Vanderbilt Entities will likely contend that the value the Vanderbilt Entities provided to the Debtor pursuant to the Settlement Agreement in exchange for the release of such causes of action should be returned to the Vanderbilt Entities, which could impact the amount to be recovered by the Debtor's creditors. In connection with the Global Settlement, the Independent Manager determined that pursuing claims against the Vanderbilt Entities released thereby was not likely to result in significant additional recoveries to the Estate. The Committee disagrees and believes that a reversal of the Consolidated Settlement Order Appeal may provide a significant avenue for additional recoveries by the Estate and the individual creditors who could have the opportunity to pursue claims against the Vanderbilt Entities. It is possible that a party to the Consolidated Settlement Order Appeal could argue that the Consolidated Settlement Order Appeal is moot, which, if successful, could extinguish the appellants' ability to obtain any effective	

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
				relief on appeal. The Creditors' Committee will have standing under the Plan to prosecute the Consolidated Settlement Order Appeal and the Sale Order Appeal and rejects the argument that either appeal is moot. Similarly, while the Debtor believes the Buyer is a good-faith purchaser under Section 363(m) of the Bankruptcy Code, there can be no assurance regarding the outcome or timing of the Sale Order Appeal, and an adverse ruling could affect the finality of the Sale Order and the transactions contemplated thereunder. Under Section 363(m), unless the Sale Order was stayed pending appeal (which it was not), a reversal or modification of the Sale Order on appeal should not affect the validity of the Sale to the Buyer as a good-faith purchaser, which could be found by an appellate court to moot the Sale Order Appeal. The Debtor and the Creditors' Committee stipulated to stay the Sale Order Appeal pending a final order being issued on the Consolidated Settlement Order Appeal and the District Court has stayed the appeal pursuant to the *Stipulation to Stay Briefing Schedule Pending a Decision on Settlement Appeal* [District Court Dkt. No. 27]." **The following will replace the last paragraph of Section 6.9(h) of the Disclosure Statement:** "For the avoidance of doubt, if the Global Settlement Order is overturned on appeal, (i) such outcome will have no effect on the Releases set forth in Section 10.6 of the Plan,	

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
				(ii) subject to the findings and rulings of the applicable appellate court or other court of competent jurisdiction, the Debtor and Creditors' Committee expect that (A) any Cause of Action released under the Global Settlement Order or the Global Settlement that is found to not constitute property of the Debtor or the Liquidating Debtor, if any, shall be deemed to be returned to and vested in the claimant who held and could have asserted such Cause of Action on his or her own behalf under applicable state law immediately prior to the Petition Date, and (B) any other Cause of Action released under the Global Settlement Order or the Global Settlement shall be deemed to be returned and vested in the Liquidation Trust as a Retained Cause of Action, and (iii) for all Causes of Action returned to and vested in the Liquidation Trust, if any, the Liquidation Trust shall have the exclusive right to commence, prosecute, settle, or abandon such Causes of Action and the Liquidation Trust shall have no obligation to seek to settle such Causes of Action pursuant to the Global Settlement. The Vanderbilt Settlement Parties do not agree with the position of the Debtor and the Creditors' Committee and have reserved all rights, claims, defenses and remedies in the event the Global Settlement Order is overturned or otherwise modified as a result of the appeal."	
United States Trustee	1012	¶ 24	Finality of the Global Settlement Order is not a condition to effectiveness, and Plan §§ 10.14, 12.14, 12.15 do not bind the District Court or Holdings. DS should disclose the equitable	*See changes to Section 9.1(e) of the Disclosure Statement referenced above and*	***RESOLVED***

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
			mootness risk and that no court has ruled on § 12.15.	*changes to Section 12.15 of the Plan referenced below.*	
United States Trustee	1012	¶ 25	DS should explain the Committee's dual role as appellant seeking to unwind the Global Settlement and Plan proponent releasing those who negotiated it.	**The following footnote will be added to Section 5.7(a) of the Disclosure Statement:** "The Creditors' Committee is a Plan Proponent and supports the Plan as the most efficient way forward in this case without further litigation with the Debtor that would further deplete resources available for creditors. For that reason, the Creditors' Committee supports the limited Releases contained within the Plan. Under the Plan, the Creditors' Committee is the primary party prosecuting the Consolidated Settlement Order Appeal and the Sale Order Appeal, if necessary."	***RESOLVED***
United States Trustee	1012	¶¶ 26–27, 40	DS does not describe the released claims, their value, or consideration (only "services" under Plan § 10.6). The "no effect on the Releases" sentence in Plan § 10.6/DS 6.9(h) should be explained in the executive summary and risk factors.	**The following will be added to Section 6.9(h) of the Disclosure Statement:** "Following a thorough investigation into potential causes of action against certain of the Released Parties and in light of the Debtor's support of the Global Settlement, the Debtor does not believe that the claims being released pursuant to Section 10.6 of the Plan have material value to the Debtor, and the Debtor does not believe that it has viable claims worth pursuing against any Released Party. Nevertheless, in consideration for the Releases, the Released Parties provided pre- and/or post-petition services to the Debtor in furtherance of the Chapter 11 Case.	***RESOLVED***

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
				For the avoidance of doubt, the Releases are separate from, and do not duplicate, the mutual releases granted under the Global Settlement. Section 10.6 of the Plan expressly provides that nothing in the Plan shall release, or be interpreted as releasing, any Claims or Causes of Action released under the Global Settlement Order or the Global Settlement." *See also changes to Section 6.9(h) of the Disclosure Statement referenced above.*	
United States Trustee	1012	¶ 28	Plan § 5.7 limits Trust discovery of Released Parties (third parties first, Trust bears cost, no privilege waiver without firm consent). DS should disclose these protections and why beneficiaries bear the cost.	**The following will be added to Section 5.15 of the Disclosure Statement:** "Several of the revisions made to the Plan and/or Disclosure Statement since predecessor documents were filed on August 8, 2026 and September 15, 2026 were part of a weeks-long, arm's-length negotiated resolution between the Debtor and the Creditors' Committee to allow this case to resolve while preserving the Consolidated Settlement Order Appeal and a fund to pursue insurance recoveries. Without the inclusion of each negotiated provision, the Debtor would not have been able to reach agreement with the Creditors' Committee on the terms of a consensual Plan." **The following will be added to Section 6.9(h) of the Disclosure Statement:** "Section 5.7 of the Plan sets forth certain procedures governing discovery by the Liquidation Trust of the Released Parties, including that the Liquidation Trust must	***RESOLVED***

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
				make best efforts to first seek discovery from third parties, bear the cost of any discovery served on Released Parties, and not waive the attorney-client privilege as to communications with certain Released Parties relating to any aspect of the Chapter 11 Case absent required consents."	
United States Trustee	1012	¶¶ 29–31	Key VLT Documents (Trust Agreement, TDPs) are deferred to the Plan Supplement, leaving two weeks for review. DS should include a plain English summary of how Talc Claims will be evaluated and paid.	The Trust Distribution Procedures were filed with the *Notice of Filing of Trust Distribution Procedures* [Docket No. 990] on September 25, 2026. The Trust Agreement will be filed no later than October 16, 2026, before the Disclosure Statement Hearing. **The following will be added to Article VIII of the Disclosure Statement:** "The Trust Distribution Procedures were filed with the *Notice of Filing of Trust Distribution Procedures* [Docket No. 990] on September 25, 2026. Holders of Talc Claims should review the Trust Distribution Procedures for a complete description of how Talc Claims will be evaluated and paid pursuant thereto. Given the complexity of the Trust Distribution Procedures, which set out detailed criteria, claim review procedures, and payment mechanics for Talc Claims, attempting to include a "plain English" summary in the Disclosure Statement would not be practicable and would risk mischaracterizing or oversimplifying the terms of the Trust Distribution Procedures. Creditors with questions related to the Trust Distribution	***RESOLVED***

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
				Procedures should consult their own legal counsel."	
United States Trustee	1012	¶ 32	DS reproduces the Insurance Entity Injunction (Plan § 10.5) without explanation or identifying Settling Insurers, CIP Agreements, or settlement terms, so the "conspicuous language" finding (Plan § 9.1(xiv)(b)) cannot be made.	**The following will replace Section 6.9(e)(i) of the Disclosure Statement:** "Purpose. To facilitate the Insurance Rights Transfer, protect the Liquidation Trust, and preserve its Insurance Rights for the benefit of all holders of Talc Claims, pursuant to the equitable jurisdiction and power of the Bankruptcy Court, the Bankruptcy Court shall issue the injunction set forth in Section 10.5 of the 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. The Insurance Entity Injunction does not extinguish any Talc Claim; holders of Talc Claims retain the right to assert their Claims in accordance with the Trust Distribution Procedures and to recover from the TC Recovery Fund. The Liquidation Trust is not enjoined from pursuing any Insurance Company. As of the date hereof, no Settling Insurance Companies have been identified."	***RESOLVED***
United States Trustee	1012	¶ 39	Takes issue with "or otherwise will be or is subject to this Plan" language in Section 10.8 of Plan.	Remove "or otherwise will be or is subject to this Plan" from Section 10.8 of the Plan.	***RESOLVED***

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
United States Trustee	1012	¶¶ 41–46	DS does not explain the Insurance Entity Injunction's scope or statutory basis, provides no consent mechanism, omits carrier protections and consideration, and the Trust may expand it post-confirmation. (¶¶ 47–49 Purdue argument is a confirmation issue.)	**The following will be added to Section 6.4(e)(i) of the Disclosure Statement:** "Any Insurance Settlement Agreement entered into after the Effective Date shall be subject to the approval of the Bankruptcy Court on notice to parties in interest." *See also changes to Section 6.9(e) of the Disclosure Statement referenced above.*	***RESOLVED***
United States Trustee	1012	¶¶ 57-59	DS should explain why Class 4 is impaired, why recovery is a 90–100% range, and whether Class 4 is relied on for § 1129(a)(10). (Merits are confirmation issues.)	**The following will be added to Section 1.4 of the Disclosure Statement:** "Pursuant to the negotiated resolution between the Debtor and the Creditors' Committee, the Creditors' Committee supports the Plan and will recommend that holders of Claims in each Voting Class vote to accept the Plan. Accordingly, the Plan Proponents anticipate that each of the three impaired Classes entitled to vote will vote to accept the Plan. Section 1129(a)(10) of the Bankruptcy Code requires acceptance by only one impaired Class, determined without including any acceptance of the Plan by any insider. The Plan Proponents therefore do not rely solely on Class 4 to satisfy Section 1129(a)(10). There can be no assurance, however, as to the outcome of the vote of any Class." **The following will be added in a footnote in Section 1.4 of the Disclosure Statement:** "The General Convenience Claim Recovery Fund is funded in the fixed amount of	***RESOLVED***

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
				$80,000, so the recovery percentage for Class 4 necessarily depends on how many holders of General Unsecured Claims make the Convenience Claim Election."	

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
R.T. Vanderbilt (Holdings)	1016	¶¶ 2, 21, 24	DS omits that the Plan breaches the Settlement Agreement (not retaining Pickering/Katten, waiving equitable mootness, pre-determining appeal outcome), and that resulting admin claims could render the estate administratively insolvent.	These allegations remain disputed as discussed in the Reply. Nevertheless, the Plan Proponents propose the following revisions to address this objection. **The following will replace Section 12.15 of the Plan:** "This Plan and the Confirmation Order shall not affect the continuation of the pending appeals of the Global Settlement Order (the "***Consolidated Settlement Order Appeal***"). Following the Effective Date, the Creditors' Committee shall continue to have standing to prosecute the Consolidated Settlement Order Appeal on behalf of the Creditors' Committee, and Ben Pickering, solely in his capacity as a representative of the Debtor, shall continue to have standing to participate in the Consolidated Settlement Order Appeal as a representative of the Debtor. Ben Pickering and Katten Muchin Rosenman LLP ("***Katten***") shall take all actions required to obtain the Settlement Appeal Resolution (as defined in the *Waiver of Condition Precedent to Effectiveness of Settlement Agreement* [Docket No. 544-1] (the "***Waiver***")) until a Settlement Appeal Resolution is obtained. On the Effective Date, a segregated reserve account (the "***Settlement Order Appeal Reserve***") shall be established in the amount of $500,000 (the "***Settlement Appeal Reserve Amount***"), which shall be available solely for the payment of fees and expenses of Ben Pickering and Katten related to obtaining the Settlement Appeal Resolution. The Non-Debtor Affiliates shall contribute $250,000 of the Settlement Appeal Reserve	***RESOLVED***

				Amount to the Settlement Appeal Reserve on the Effective Date. The amounts funded into the Settlement Appeal Reserve shall not cap the amount of fees and expenses that may be incurred by Ben Pickering and Katten related to the Consolidated Settlement Order Appeal provided that the Liquidation Trust shall not be responsible for any fees and expenses in excess of $250,000 and Ben Pickering and Katten will continue to honor their obligations under the Waiver even if their fees and expenses exceed the amount in the Settlement Appeal Reserve. If there are any funds remaining in the Settlement Appeal Reserve following a Settlement Appeal Resolution, such amounts shall be transferred to the Liquidation Trust. The Debtor and Ben Pickering shall not take a position on whether the Consolidated Settlement Order Appeal is moot or on whether confirmation and consummation of the Plan impacts the rights of the appellants to prosecute the Consolidated Settlement Order Appeal and such lack of a position shall have no impact whatsoever on the ability of any other appellee to take a position on the mootness of the Consolidated Settlement Order Appeal on any grounds, nor shall any appellate parties argue that the Debtor's or Ben Pickering's lack of a position on mootness of the Consolidated Settlement Order Appeal has any impact on whether or not the Consolidated Settlement Order Appeal is moot. Except as provided herein, none of this Plan, the Plan Documents, the Confirmation Order, any finding of fact or conclusion of law with respect to the Confirmation of this Plan, or the occurrence of the Effective Date shall have any effect on any party's standing to prosecute or defend the Consolidated Settlement Order	

				Appeal or any party's ability to raise any position or argument pertaining thereto. This Plan and the Confirmation Order shall not affect the continuation of the pending appeal of the Sale Order (the "***Sale Order Appeal***"). Following the Effective Date, the Creditors' Committee shall continue to have standing to prosecute the Sale Order Appeal on behalf of the Creditors' Committee, and Ben Pickering, solely in his capacity as a representative of the Debtor, shall continue to have standing to participate in, and will defend, the Sale Order Appeal as a representative of the Debtor. (A) On the Effective Date, a segregated reserve account (the "***Sale Appeal Reserve***") shall be established in the amount of $250,000 by the Liquidation Trust (the "***Sale Appeal Reserve Amount***"), which shall be available solely for the payment of fees and expenses of Ben Pickering and Katten related to participating in the Sale Order Appeal. (B) The Liquidation Trust shall also pay the fees and expenses of the Creditors' Committee in an amount not to exceed $250,000 for fees and expenses directly related to the Creditors' Committee's prosecution of the Sale Order Appeal. The amounts set forth (A) and (B) of this paragraph shall only be available to pay the fees and expenses incurred after a stay of the Sale Order Appeal is lifted and such amounts shall not be modified without further order of a court of competent jurisdiction. If there are any funds remaining in the Sale Appeal Reserve following a resolution of the Sale Order Appeal, such amounts shall be transferred to the Liquidation Trust. The Debtor and Ben Pickering shall not take a position on whether confirmation and	

				consummation of the Plan impacts the rights of the appellants to prosecute the Sale Order Appeal and such lack of a position shall have no impact whatsoever on the ability of any party to the Sale Order Appeal to take a position on whether confirmation and consummation of the Plan impacts the Sale Order Appeal on any grounds, nor shall any appellate parties argue that the Debtor's or Ben Pickering's lack of a position has any impact on whether or not confirmation and consummation of the Plan impacts the Sale Order Appeal. Except as provided herein, none of this Plan, the Plan Documents, the Confirmation Order, any finding of fact or conclusion of law with respect to the Confirmation of this Plan, or the occurrence of the Effective Date shall have any effect on any party's standing to prosecute or defend the Sale Order Appeal or any party's ability to raise any position or argument pertaining thereto. [Ben Pickering shall act solely as a representative of the Debtor in the Consolidated Settlement Order Appeal and the Sale Order Appeal and shall not have any fiduciary obligations to the Debtor, its Estate, or the Liquidation Trust following the Effective Date. Insurance coverage for Ben Pickering for his post-Effective Date role shall be an administrative expense claim to be paid by the Liquidation Trust.] Except for the specific provisions regarding the Debtor's obligations with respect to the Consolidated Settlement Order Appeal set forth in this Section 12.15 of this Plan, nothing in this Plan or the Confirmation Order shall alter, amend, or modify any aspects of the Global	

				Settlement, the Waiver, or create or be deemed to create a Settlement Modification (as defined in the Waiver). Except as set forth in this Plan, all rights of the Debtor, the Non-Debtor Affiliates, the Special Committee, the Creditors' Committee, or the Liquidation Trust are expressly reserved and preserved with respect to the Settlement Agreement, the Waiver, and any rights, claims, remedies, or damages related to any breach of the Settlement Agreement or the Waiver." **Section 10.14 of the Plan will be removed in its entirety.**	
R.T. Vanderbilt (Holdings)	1016	¶ 22	The DS does not adequately disclose the risk of appeal outcomes. DS § 9.1(e) is wrong: the Final Order Condition was waived, the Settlement Agreement was fully implemented on June 10, 2026, and no future distributions are contemplated.	*See changes to Sections 6.9 and 9.1 of the Disclosure Statement referenced above.*	***RESOLVED***
R.T. Vanderbilt (Holdings)	1016	¶¶ 2, 23–24	DS should highlight that $11M is reserved for an appeal both courts found unlikely to succeed, funds that could otherwise go to creditors.	No change. The Plan discloses the VLT Operating Reserve and provides that post-Effective Date fees and expenses relating to the Consolidated Settlement Order Appeal and the Sale Order Appeal are payable from it. Plan §§ 1.1, 12.14. *See also changes to Section 9.1(e) of the Disclosure Statement referenced above.*	***RESOLVED***
R.T. Vanderbilt (Holdings)	1016	¶ 6 n.7; ¶ 14	DS § 1.1's $11M distributable cash conflicts with Plan funding ($1M GUC Fund; $11M VLT Operating Reserve) and ignores Enforcement Proceeding, confirmation, and admin claim costs. (§ 1129(a)(9)(A) argument is a Plan issue.)	Liquidation Analysis to be updated to evidence $12,080,000 of available cash. **The following will be added to Section 1.1 of the Disclosure Statement:** "As a result of the Sale and Global Settlement, the Debtor holds various assets it is using to administer the Chapter 11 Case and that will be used to administer the Liquidation Trust, with	***RESOLVED***

				the rest being available for distribution to holders of Allowed Claims in accordance with the Plan, including the GUC Recovery Fund Amount that will be contributed to the GUC Recovery Fund, the General Convenience Claim Recovery Fund Amount that will be contributed to the General Convenience Claim Recovery Fund, funds in the Professional Fee Reserve, and funds in the Priority Reserve."	

Objecting Party	Docket No.	Page No.	Summary of Objection	Proposed Resolution	Status
Insurers	1017 (incorporating prior objections at Docket Nos. 913, 916)	pp. 2–6	TDPs bypass the Insurance Policies and CIP Agreements and exclude Insurers, and the DS does not disclose the risk this reduces or eliminates insurance recoveries. Insurers request their proposed risk disclosure.	**The following will be added as Section 9.1(u) to the Disclosure Statement:** "Risk of Litigation with Insurance Providers Certain Insurance Companies contend that the Trust Distribution Procedures do not implement or comport with various rights, obligations, and procedures contained in the Insurance Policies and CIP Agreements and will likely contend that Talc Claims settled through the Trust Distribution Procedures alone are not payable in subsequent state court insurance coverage litigation. Accordingly, the Insurance Companies further contend that confirmation of the Plan may lead to future insurance coverage litigation and may result in less insurance, or no insurance, being available to pay claims. The Insurance Companies further contend that any failure of the Liquidation Trust to comply with provisions of the Insurance Policies and CIP Agreements provides the Insurance Companies with contractual defenses, and could materially reduce, delay, or eliminate insurance recoveries that the Liquidation Trust otherwise expects to pursue. The Debtor and the Creditors' Committee disagree with the Insurance Companies' contentions and contend that the implementation of the Trust Distribution Procedures will not create viable coverage defenses. No determination has been made regarding the merits of these positions, and any such issues may be resolved and are preserved in any future state court coverage litigation."	***RESOLVED***

Objecting Party	Docket No.	Page No.	Summary of Objection	Proposed Resolution	Status
Objecting Insurers (Century, Pacific Employers, TIG, Everest, Hartford, Travelers, CoAction)	913	pp. 1–3, 6–10	TDPs and Trust Agreement were not filed or described, so creditors cannot assess how Talc Claims are allowed, valued, and paid or how CIP rights are honored.	TDP filed on September 25, 2026 at Docket No. 990; Plan Supplement filed on September 30, 2026 at Docket No. 996; Trust Agreement to be filed no later than October 16, 2026, before the Disclosure Statement Hearing.	***RESOLVED***
Objecting Insurers	913	pp. 10–12	DS does not identify the Liquidating Trustee or TAC members, or their qualifications, conflicts, compensation, or authority, despite the Trustee's binding claim determinations.	Plan Supplement identifies the initial Trust Advisory Committee members. Debtor to disclose the identity of the initial Liquidating Trustee in the Plan Supplement prior to the Disclosure Statement hearing.	***RESOLVED***
Objecting Insurers	913	pp. 12–13	DS omits the risk that noncompliance with the CIP Agreements may defeat coverage from non-settling insurers. Proposed language: "The Debtor is a party to certain Insurance Policies as well as the CIP Agreements and Insurance Settlement Agreements. Any failure by the Trust to comply with the terms of those agreements could result in a finding that the Insurers are not obligated to provide coverage for any claim. Any failure of compliance with all insurance policies and contracts is a material risk to claimants' recoveries."	The Debtor believes the existing disclosure is adequate (Disclosure Statement §§ 5.13(a), 6.7(f), 9.1(f)). Nevertheless, to resolve this objection, the Debtor will add Section 9.1(u) to the Disclosure Statement, as referenced above.	***RESOLVED***
Objecting Insurers	913	pp. 13–17	Voting procedures improperly allow (1) vote changes without cause (Rule 3018(a)(3)); (2) Debtor-only Voting Deadline extensions (Rule 3017(c)); (3) waiver of ballot defects; and (4) stipulated higher voting amounts. Any deviations should be logged and justified.	The amended Disclosure Statement Order filed on September 25, 2026 [Docket No. 989] was revised to require that the Solicitation Agent file with the Voting Certification lists of (i) vote changes received prior to the Voting Deadline, (ii) parties granted voting extensions, and (iii) agreements as to Claim amounts for voting purposes, and that any waivers of Ballot defects	***RESOLVED***

				or irregularities be documented in the Voting Certification. [See Order ¶¶ 38(i), 38(n)]. The amended Disclosure Statement Order also provides that no vote by or on behalf of a holder of a Talc Claim will be counted unless the Ballot is timely submitted with the required written certifications, and that unsigned Ballots and Class 5 Talc Claims Master Ballots on which the attorney fails to make the required certification will not be counted. [See Order ¶¶ 38(f)(v), 39(e), 39(n)(vi), 39(n)(xi)].	
Objecting Insurers	913	pp. 17–20	Schedule is too compressed (21-day vote; objections four weeks later) for needed discovery; Debtor suffers little prejudice from delay.	The Debtor believes this objection is resolved by the revised schedule, which was set by the Court, following status conferences: Disclosure Statement Hearing October 19, 2026; Voting Deadline November 23, 2026; Fact Discovery Cutoff November 30, 2026; Confirmation Objection Deadline December 1, 2026; Confirmation Reply Deadline December 8, 2026; Confirmation Hearing December 14–15, 2026.	***Pending***

Objecting Party	Docket No.	Page No.	Summary of Objection	Proposed Resolution	Status
Specified Insurers (LMI, CNA, AIG, GEICO)	916	pp. 16–17	TDPs not filed (Plan Ex. A "[TO COME]"), leaving Talc Claim treatment undefined. (Joins Docket No. 913.)	TDP filed on September 25, 2026 at Docket No. 990.	***RESOLVED***
Specified Insurers	916	pp. 17–18	DS's assurance that insurer rights are unaffected (DS §§ 6.4(f), 6.8(a)(xiv)) is not reconciled with the TDPs, Trustee allowance, and Insurance Entity Injunction; DS should explain expressly.	No change; DS and Plan already explain preservation of insurer rights and Insurer Coverage Defenses. *See also changes to Sections 6.4 and 6.9 of the Disclosure Statement referenced above.*	***Pending***
Specified Insurers	916	pp. 18–19	No rule for which controls among the Plan, Confirmation Order, and Insurance Settlement Agreements (Plan § 9.1(xiv)(f)).	**The following will be included in the Confirmation Order:** "In the event of any conflict, inconsistency, or ambiguity between or among any Insurance Settlement Agreement, the Plan, or the Confirmation Order, the terms of the Confirmation Order shall govern and control with respect to all matters addressed therein."	***Pending***
Specified Insurers	916	pp. 19–21	DS does not explain the source, reserves, distribution timing, TDP treatment, or assumption of Trust obligations to pay premiums, deductibles, and SIRs (Plan §§ 5.3, 5.5(vii)).	TDP filed on September 25, 2026 at Docket No. 990. No change; obligations arise under the Insurance Policies and applicable law and are addressed in the Disclosure Statement.	***Pending***
Specified Insurers	916	pp. 21–23	DS does not identify the Liquidating Trustee or Trust terms (DS § 6.4(c)(i)), violating § 1129(a)(5)(A)(i).	Debtor to disclose the initial Liquidating Trustee and file the Trust Agreement no later than October 16, 2026, before the Disclosure Statement Hearing..	***RESOLVED***

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
Buyer	1025	¶ 11	The Plan violates the "Appeal Covenant" in the APA and related litigation risk.	**The following will be added as Section 9.1(v) to the Disclosure Statement:** "Risk of Litigation with Buyer The Buyer contends that the Plan violates the provision in the Asset Purchase Agreement which requires the Debtor "to take all action as may be commercially reasonable and appropriate" to defend against an appeal of the Sale Order. The Debtor and the Creditors' Committee disagree with the Buyer's contention and contend that the Plan does not violate the Asset Purchase Agreement. No determination has been made regarding the merits of these positions. Failure to reach an agreeable resolution with the Buyer may subject the Debtor to litigation and the Buyer's rights to litigate such issues are preserved." **The following will replace Section 5.7(iv) of the Plan:** "In connection with the Confirmation of this Plan and prior to the Effective Date, the Debtor shall cooperate with the Buyer and the Creditors' Committee in good faith in connection with the Data Transfer, including to determine a mutually agreeable process for effectuating the Data Transfer to the Liquidation Trust on or before the Effective Date, which shall be filed on the docket of the Chapter 11 Case. The completion of the Data Transfer is a condition to this Plan going effective under Section 9.1 and shall be completed on or prior to the Effective Date. The Debtor, its Estate, the Liquidating Debtor, the Board of Managers, and the Independent Special	***RESOLVED***

				Committee do not intend to undertake any privilege review of any Data Transfer Documents prior to or in connection with the Data Transfer. For the avoidance of doubt, the Liquidation Trust will make best efforts to seek discovery from third parties first before requesting any discovery from any Released Parties. To the extent that the Liquidation Trust does seek discovery or testimony directly from any Released Party, the Liquidation Trust shall bear the costs of such discovery. For the further avoidance of doubt, no documents shall be redacted for Privilege purposes prior to or in connection with the completion of the Data Transfer." *See also changes to Sections 12.15 of the Plan referenced above.*	

EXHIBIT B

Updated DS Reply Chart Redline

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
United States Trustee	1012	¶¶ 14–16	DS lists Class 5 Talc Claims recovery as "Unknown" (DS § 1.4) despite stating $11.0M distributable cash and $445M insurance limits (DS § 9.1(f)). DS should give a recovery range, assumptions, timing, and expected first Trust distribution and source.	**The following will be added to Section 1.4 of the Disclosure Statement:** Estimated recovery range for Class 5 Talc Claims of 0-84% with the following footnote: "The estimated recovery range for Allowed Talc Claims is based on various assumptions, including estimated insurance recoveries ranging from $0 to $445,000,000, an estimated $11,000,000 in trust expenses and an estimated aggregate Talc Claim value of $525,000,000 as estimated by the Creditors' Committee. *See April 16, 2026 Hearing Transcript*, at 210:6–11. The actual recoveries for Allowed Talc Claims may differ significantly from this estimate should one or more of the underlying assumptions prove to be incorrect, which is beyond the Debtor's control. Such differences may adversely affect the recovery of holders of Allowed Talc Claims."	~~*Pending*~~*RESOLVED*
United States Trustee	1012	¶ 17	Liquidation Analysis (Ex. B) is "[TO COME]," yet the DS relies on it for the best interests test (DS §§ 9.1(m), 11.2).	Liquidation Analysis was filed on September 30, 2026 at Docket No. 996.	***RESOLVED***
United States Trustee	1012	¶ 18	Amendments deleted the condition that the TC Recovery Fund be funded on the Effective Date (Plan § 9.1(viii)). DS should disclose the deletion and what the Fund will hold on the Effective Date.	**The following will be added to Section 5.3(ii) of the Plan:** "The Liquidation Trust's operations are expected to generate value for the GUC Recovery Fund and the TC Recovery Fund, and inure to the benefit of the respective underlying beneficiaries."	~~*Pending*~~*RESOLVED*

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
				The following will be added to Section 5.15 of the Disclosure Statement: "The Disclosure Statement was amended to, among other things, delete the requirement that the TC Recovery Fund be funded on the Effective Date and to instead transfer all remaining cash into the Liquidation Trust. The TC Recovery Fund will be funded with Post-Effective Date Available Cash pursuant to Section 5.8 of the Plan."	
United States Trustee	1012	¶¶ 19–21	DS cross-references the Plan for "Released Parties" (DS § 6.9(h)). DS should list the Released Parties, their roles, and periods of service covered.	**The following will be added to Section 6.9(h) of the Disclosure Statement:** "Released Parties" is defined in the Plan as "Debtor Related Parties," which in turn is defined in the Plan as: collectively, (a) Ben Pickering, solely in his capacity as the independent manager of the Board of Managers and sole member of the Independent Special Committee, (b) BRP Advisory LLC, solely in its capacity as a party to the Engagement Letter dated October 9, 2025, (c) Dean Vomero, solely in his capacity as the Debtor's Chief Restructuring Officer, (d) Applied Business Strategy LLC, solely in the capacity it was engaged by the Debtor, (e) Amarilys Franky, solely in her capacity as the Debtor's manager, (f) James Knowlden, solely in his capacity as the Debtor's manager and as an officer of the Debtor, (g) Jeffrey Brohel, solely in his capacity as the Debtor's manager and as an officer of the Debtor, (h) Latham & Watkins LLP, solely in its capacity as the Debtor's counsel, (i) Bond,	~~***PARTIALLY***~~ ***RESOLVED*** -

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
				Schoeneck & King, PLLC, solely in its capacity as the Debtor's counsel, (j) Katten Muchin Rosenman LLP, solely in its capacity as counsel to the Debtor at the sole direction of the Independent Manager and the sole member of the Independent Special Committee, (k) Greenhill & Co., LLC, solely in its capacity as the Debtor's investment banker, (l) Brown Rudnick LLP, solely in its capacity as the Creditors' Committee's counsel, (m) Caplin & Drysdale, Chartered, solely in its capacity as the Creditors' Committee's counsel, (n) Cohen Ziffer Frenchman & McKenna LLP, solely in its capacity as the Creditors' Committee's counsel, (o) Province, LLC, solely in its capacity as the Creditors' Committee's financial advisor, (p) Kurtzman Carson Consultants, LLC d/b/a Verita Global, solely in its capacity as the Debtor's claims, noticing, and solicitation agent, and (q) all Ordinary Course Professionals as of September 15, 2026, solely in their capacity as such. For the avoidance of doubt, Jones Day LLP and Vinson & Elkins LLP shall not be considered Debtor Related Parties for any purpose under the Plan. The Released Parties have served in the above articulated capacities as follows: (1) Ben Pickering and BRP Advisory LLC – from September 2025 to present; (2) Dean Vomero and Applied Business Strategy LLC – from May 2025 to present; (3) Amarilys Franky – from June 2022 to June 10, 2026; (4) Knowlden – from June 2022 to June 10, 2026; (5) Jeffrey Brohel – from	

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
				~~[illegible]~~January 2013 to June 10, 2026; (6) Latham & Watkins LLP – from April 2026 to present; (7) Bond, Schoeneck & King, PLLC – from January 2026 to present; (8) Katten Muchin Rosenman LLP – from October 2025 to present; (9) Greenhill & Co., LLC – from January 2026 to present; (10) Brown Rudnick LLP – from March 2026 to present; (11) Caplin & Drysdale, Chartered – from March 2026 to present; (12) Cohen, Ziffer Frenchman & McKenna LLP – from March 2026 to present; (13) Province, LLC – from March 2026 to present; (14) Kurtzman Carson Consultants, LLC d/b/a Verita Global – from January 2026 to present; and (15) Ordinary Course Professionals – from the date of retention by the Debtor to present."	
United States Trustee	1012	¶¶ 22–23	DS § 5.7 adds procedural history of the Settlement Order Appeal but not the issues on appeal or effect on recoveries; the risk factor (DS § 9.1(e)) covers only timing, not that a reversal could unwind the Global Settlement.	**The following will be added to Section 5.7(a) of the Disclosure Statement:** "The issues on appeal and requested relief with respect to the Consolidated Settlement Order Appeal can be found in the *Statements of Issues on Appeal* filed by each of the appellants [Docket Nos. 590, 627 and 639]." **The following will replace Section 9.1(e) of the Disclosure Statement:** "There can be no assurance regarding the timing or outcome of the Consolidated Settlement Order Appeal. The Vanderbilt Entities waived the condition that the Global Settlement Order become a Final Order, and the Global Settlement was implemented on	~~*Pending*~~*RESOLVED*

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
				June 10, 2026 in connection with the closing of the Sale. No further distributions are contemplated under the Global Settlement. Accordingly, an adverse ruling by an appellate court could affect the finality of the Global Settlement Order, but would not delay any distributions to the Debtor. The impact of an adverse ruling on the Debtor's creditors will ultimately depend on the rulings and findings of the applicable appellate court. If an appellate court were to determine in a Final Order that the Debtor did not have the ability to settle all or certain estate causes of action, the Debtor expects that the Vanderbilt Entities will likely contend that the value the Vanderbilt Entities provided to the Debtor pursuant to the Settlement Agreement in exchange for the release of such causes of action should be returned to the Vanderbilt Entities, which could impact the amount to be recovered by the Debtor's creditors. ~~A~~**In connection with the Global Settlement, the Independent Manager determined that pursuing claims against the Vanderbilt Entities released thereby was not likely to result in significant additional recoveries to the Estate. The Committee disagrees and believes that a** reversal of the Consolidated Settlement Order Appeal may provide a significant avenue for additional recoveries by the Estate and the individual creditors who could have the opportunity to pursue claims against the Vanderbilt Entities. It is possible that a party to the Consolidated Settlement Order Appeal could argue that the	

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
				Consolidated Settlement Order Appeal is moot, which, if successful, could extinguish the appellants' ability to obtain any effective relief on appeal. The Creditors' Committee will have standing under the Plan to prosecute the Consolidated Settlement Order Appeal and the Sale Order Appeal and rejects the argument that either appeal is moot. Similarly, while the Debtor believes the Buyer is a good-faith purchaser under Section 363(m) of the Bankruptcy Code, there can be no assurance regarding the outcome or timing of the Sale Order Appeal, and an adverse ruling could affect the finality of the Sale Order and the transactions contemplated thereunder. Under Section 363(m), unless the Sale Order was stayed pending appeal (which it was not), a reversal or modification of the Sale Order on appeal should not affect the validity of the Sale to the Buyer as a good-faith purchaser, which could be found by an appellate court to moot the Sale Order Appeal. The Debtor and the Creditors' Committee stipulated to stay the Sale Order Appeal pending a final order being issued on the Consolidated Settlement Order Appeal and the District Court has stayed the appeal pursuant to the *Stipulation to Stay Briefing Schedule Pending a Decision on Settlement Appeal* [District Court Dkt. No. 27]." **The following will replace the last paragraph of Section 6.9(h) of the**	

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
				Disclosure Statement: "For the avoidance of doubt, if the Global Settlement Order is overturned on appeal, (i) such outcome will have no effect on the Releases set forth in Section 10.6 of the Plan, (ii) subject to the findings and rulings of the applicable appellate court or other court of competent jurisdiction, the Debtor and Creditors' Committee expect that (A) any Cause of Action released under the Global Settlement Order or the Global Settlement that is found to not constitute property of the Debtor or the Liquidating Debtor, if any, shall be deemed to be returned to and vested in the claimant who held and could have asserted such Cause of Action on his or her own behalf under applicable state law immediately prior to the Petition Date, and (B) any other Cause of Action released under the Global Settlement Order or the Global Settlement shall be deemed to be returned and vested in the Liquidation Trust as a Retained Cause of Action, and (iii) for all Causes of Action returned to and vested in the Liquidation Trust, if any, the Liquidation Trust shall have the exclusive right to commence, prosecute, settle, or abandon such Causes of Action and the Liquidation Trust shall have no obligation to seek to settle such Causes of Action pursuant to the Global Settlement. The Vanderbilt Settlement Parties do not agree with the position of the Debtor and the Creditors' Committee and have reserved all rights, claims, defenses and remedies in the event the Global Settlement Order is overturned or	

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
				otherwise modified as a result of the appeal."	
United States Trustee	1012	¶ 24	Finality of the Global Settlement Order is not a condition to effectiveness, and Plan §§ 10.14, 12.14, 12.15 do not bind the District Court or Holdings. DS should disclose the equitable mootness risk and that no court has ruled on § 12.15.	*See changes to Section 9.1(e) of the Disclosure Statement referenced above and changes to Section 12.15 of the Plan referenced below.*	~~*Pending*~~***RESOLVED***
United States Trustee	1012	¶ 25	DS should explain the Committee's dual role as appellant seeking to unwind the Global Settlement and Plan proponent releasing those who negotiated it.	**The following footnote will be added to Section 5.7(a) of the Disclosure Statement:** "The Creditors' Committee is a Plan Proponent and supports the Plan as the most efficient way forward in this case without further litigation with the Debtor that would further deplete resources available for creditors. For that reason, the Creditors' Committee supports the limited Releases contained within the Plan. Under the Plan, the Creditors' Committee is the primary party prosecuting the Consolidated Settlement Order Appeal and the Sale Order Appeal, if necessary."	~~*Pending*~~***RESOLVED***
United States Trustee	1012	¶¶ 26–27, 40	DS does not describe the released claims, their value, or consideration (only "services" under Plan § 10.6). The "no effect on the Releases" sentence in Plan § 10.6/DS 6.9(h) should be explained in the executive summary and risk factors.	**The following will be added to Section 6.9(h) of the Disclosure Statement:** "Following a thorough investigation into potential causes of action against certain of the Released Parties and in light of the Debtor's support of the Global Settlement, the Debtor does not believe that the claims being released pursuant to Section 10.6 of the Plan have material value to the Debtor, and the Debtor does not believe that it has viable claims worth pursuing against any	~~*Pending*~~***RESOLVED***

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
				Released Party. Nevertheless, in consideration for the Releases, the Released Parties provided pre- and/or post-petition services to the Debtor in furtherance of the Chapter 11 Case. For the avoidance of doubt, the Releases are separate from, and do not duplicate, the mutual releases granted under the Global Settlement. Section 10.6 of the Plan expressly provides that nothing in the Plan shall release, or be interpreted as releasing, any Claims or Causes of Action released under the Global Settlement Order or the Global Settlement." *See also changes to Section 6.9(h) of the Disclosure Statement referenced above.*	
United States Trustee	1012	¶ 28	Plan § 5.7 limits Trust discovery of Released Parties (third parties first, Trust bears cost, no privilege waiver without firm consent). DS should disclose these protections and why beneficiaries bear the cost.	**The following will be added to Section 5.15 of the Disclosure Statement:** "Several of the revisions made to the Plan and/or Disclosure Statement since predecessor documents were filed on August 8**, 2026 and September 15**, 2026 were part of a weeks-long, arm's-length negotiated resolution between the Debtor and the Creditors' Committee to allow this case to resolve while preserving the Consolidated Settlement Order Appeal and a fund to pursue insurance recoveries. Without the inclusion of each negotiated provision, the Debtor would not have been able to reach agreement with the Creditors' Committee on the terms of a consensual Plan."	~~*Pending*~~*RESOLVED*

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
				The following will be added to Section 6.9(h) of the Disclosure Statement: "Section 5.7 of the Plan sets forth certain procedures governing discovery by the Liquidation Trust of the Released Parties, including that the Liquidation Trust must make best efforts to first seek discovery from third parties, bear the cost of any discovery served on Released Parties, and not waive the attorney-client privilege as to communications with certain Released Parties relating to any aspect of the Chapter 11 Case absent required consents."	
United States Trustee	1012	¶¶ 29–31	Key VLT Documents (Trust Agreement, TDPs) are deferred to the Plan Supplement, leaving two weeks for review. DS should include a plain English summary of how Talc Claims will be evaluated and paid.	The Trust Distribution Procedures were filed with the *Notice of Filing of Trust Distribution Procedures* [Docket No. 990] on September 25, 2026. The Trust Agreement will be filed no later than October 16, 2026, before the Disclosure Statement Hearing. **The following will be added to Article VIII of the Disclosure Statement:** "The Trust Distribution Procedures were filed with the *Notice of Filing of Trust Distribution Procedures* [Docket No. 990] on September 25, 2026. Holders of Talc Claims should review the Trust Distribution Procedures for a complete description of how Talc Claims will be evaluated and paid pursuant thereto. Given the complexity of the Trust Distribution Procedures, which set out detailed criteria, claim review procedures, and payment mechanics for Talc	~~***PARTIALLY***~~ ***RESOLVED***

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
				Claims, attempting to include a "plain English" summary in the Disclosure Statement would not be practicable and would risk mischaracterizing or oversimplifying the terms of the Trust Distribution Procedures. Creditors with questions related to the Trust Distribution Procedures should consult their own legal counsel."	
United States Trustee	1012	¶ 32	DS reproduces the Insurance Entity Injunction (Plan § 10.5) without explanation or identifying Settling Insurers, CIP Agreements, or settlement terms, so the "conspicuous language" finding (Plan § 9.1(xiv)(b)) cannot be made.	**The following will replace Section 6.9(e)(i) of the Disclosure Statement:** "Purpose. To facilitate the Insurance Rights Transfer, protect the Liquidation Trust, and preserve its Insurance Rights for the benefit of all holders of Talc Claims, pursuant to the equitable jurisdiction and power of the Bankruptcy Court, the Bankruptcy Court shall issue the injunction set forth in Section 10.5 of the 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. The Insurance Entity Injunction does not extinguish any Talc Claim; holders of Talc Claims retain the right to assert their Claims in accordance with the Trust Distribution Procedures and to recover from the TC Recovery Fund. The Liquidation Trust is not enjoined from pursuing any Insurance Company. As of the date hereof, no Settling Insurance Companies have been identified."	~~*Pending*~~*RESOLVED*

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
United States Trustee	1012	¶ 39	Takes issue with "or otherwise will be or is subject to this Plan" language in Section 10.8 of Plan.	Remove "or otherwise will be or is subject to this Plan" from Section 10.8 of the Plan.	~~*Pending*~~***RESOLVED***
United States Trustee	1012	¶¶ 41–46	DS does not explain the Insurance Entity Injunction's scope or statutory basis, provides no consent mechanism, omits carrier protections and consideration, and the Trust may expand it post-confirmation. (¶¶ 47–49 Purdue argument is a confirmation issue.)	**The following will be added to Section 6.4(e)(i) of the Disclosure Statement:** "Any Insurance Settlement Agreement entered into after the Effective Date shall be subject to the approval of the Bankruptcy Court on notice to parties in interest." *See also changes to Section 6.9(e) of the Disclosure Statement referenced above.*	~~*Pending*~~***RESOLVED***
United States Trustee	1012	¶¶ 57-59	DS should explain why Class 4 is impaired, why recovery is a 90–100% range, and whether Class 4 is relied on for § 1129(a)(10). (Merits are confirmation issues.)	**The following will be added to Section 1.4 of the Disclosure Statement:** "Pursuant to the negotiated resolution between the Debtor and the Creditors' Committee, the Creditors' Committee supports the Plan and will recommend that holders of Claims in each Voting Class vote to accept the Plan. Accordingly, the Plan Proponents anticipate that each of the three impaired Classes entitled to vote will vote to accept the Plan. Section 1129(a)(10) of the Bankruptcy Code requires acceptance by only one impaired Class, determined without including any acceptance of the Plan by any insider. The Plan Proponents therefore do not rely solely on Class 4 to satisfy Section 1129(a)(10). There can be no assurance, however, as to the outcome of the vote of any Class."	~~*Pending*~~***RESOLVED***

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
				The following will be added in a footnote in Section 1.4 of the Disclosure Statement: "The General Convenience Claim Recovery Fund is funded in the fixed amount of $80,000, so the recovery percentage for Class 4 necessarily depends on how many holders of General Unsecured Claims make the Convenience Claim Election."	

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
R.T. Vanderbilt (Holdings)	1016	¶¶ 2, 21, 24	DS omits that the Plan breaches the Settlement Agreement (not retaining Pickering/Katten, waiving equitable mootness, pre-determining appeal outcome), and that resulting admin claims could render the estate administratively insolvent.	These allegations remain disputed as discussed in the Reply. Nevertheless, the Plan Proponents propose the following revisions to address this objection. **The following will replace Section 12.15 of the Plan:** "This Plan and the Confirmation Order shall not affect the continuation of the pending appeals of the Global Settlement Order (the "***Consolidated Settlement Order Appeal***") ~~or the appeal of the Sale Order (the "*Sale Order Appeal*" and together with the Consolidated Settlement Order Appeals, the "*Appeals*")~~. Following the Effective Date, the Creditors' Committee shall continue to have standing to prosecute the ~~Appeals~~**Consolidated Settlement Order Appeal** on behalf of the Creditors' Committee, and Ben Pickering, solely in his capacity as a representative of the Debtor, shall continue to have standing to participate in the Consolidated Settlement Order Appeal as a representative of the Debtor.[1] ~~Mr.~~ **Ben**	~~*Pending*~~***RESOLVED***

[1] ~~**Mr.** *Pickering shall act solely as a representative of the Debtor in the Consolidated Settlement Order Appeal and shall not have any fiduciary obligations to the Debtor, its* **estate or the Liquidation Trust following the Effective Date of the Plan. Insurance coverage for Mr.** *Pickering for his post Effective Date role shall be an administrative expense claim to be paid by the* **Trust or the Debtor.**~~

				Pickering and Katten Muchin Rosenman LLP ("***Katten***") shall take all actions required to obtain the Settlement Appeal Resolution (as defined in the *Waiver of Condition Precedent to Effectiveness of Settlement Agreement* [Docket No. 544-1] (the "***Waiver***")) until a Settlement Appeal Resolution is obtained. On the Effective Date, a segregated reserve account (the "~~***Consolidated***~~ ***Settlement Order Appeal Reserve***") shall be established in the amount of $500,000 (the "~~***Consolidated Settlement Order***~~ ***Appeal Reserve Amount***"), which shall be available solely for the payment of fees and expenses of Ben Pickering and Katten related to obtaining the Settlement Appeal Resolution. The Non-Debtor Affiliates shall contribute $250,000 of the ~~Consolidated~~ Settlement ~~Order~~ Appeal Reserve Amount to the ~~Consolidated~~ Settlement ~~Order~~ Appeal Reserve on the Effective Date. The amounts funded into the ~~Consolidated~~ Settlement ~~Order~~ Appeal Reserve shall not cap the amount of fees and expenses that may be incurred by Ben Pickering and Katten related to the Consolidated Settlement Order Appeal provided that the Liquidation Trust shall not be responsible for any fees and expenses in excess of $250,000 and ~~Mr.~~**Ben** Pickering and Katten will continue to honor their obligations under the Waiver even if their fees and expenses exceed the amount in the ~~Consolidated~~ Settlement ~~Order~~ Appeal Reserve. If there are any funds remaining in the ~~Consolidated~~ Settlement ~~Order~~ Appeal Reserve following a Settlement ~~Order~~ Appeal Resolution, such amounts shall be transferred to the Liquidation Trust. The Debtor and ~~Mr.~~**Ben** Pickering shall not take a position on whether the Consolidated	

				Settlement Order Appeal is moot or on whether confirmation and consummation of the Plan impacts the rights of the appellants to prosecute the Consolidated Settlement Order Appeal and such lack of a position shall have no impact whatsoever on the ability of any other appellee to take a position on the mootness of the Consolidated Settlement Order Appeal on any grounds, nor shall any appellate parties argue that the Debtor's or ~~Mr.~~**Ben** Pickering's lack of a position on mootness of the Consolidated Settlement Order Appeal has any impact on whether or not the Consolidated Settlement Order Appeal is moot. Except as provided herein, none of this Plan, the Plan Documents, the Confirmation Order, any finding of fact or conclusion of law with respect to the Confirmation of this Plan, or the occurrence of the Effective Date shall have any effect on ~~the Consolidated Settlement Order Appeal,~~ any party's standing to prosecute or defend the Consolidated Settlement Order Appeal or any party's ability to raise any position or argument pertaining thereto.~~"~~ **This Plan and the Confirmation Order shall not affect the continuation of the pending appeal of the Sale Order (the "*Sale Order Appeal*"). Following the Effective Date, the Creditors' Committee shall continue to have standing to prosecute the Sale Order Appeal on behalf of the Creditors' Committee, and Ben Pickering, solely in his capacity as a representative of the Debtor, shall continue to have standing to participate in, and will defend, the Sale Order Appeal as a representative of the Debtor. (A) On the Effective Date, a segregated reserve account**	

				(the "*Sale Appeal Reserve*") shall be established in the amount of $250,000 by the Liquidation Trust (the "*Sale Appeal Reserve Amount*"), which shall be available solely for the payment of fees and expenses of Ben Pickering and Katten related to participating in the Sale Order Appeal. (B) The Liquidation Trust shall also pay the fees and expenses of the Creditors' Committee in an amount not to exceed $250,000 for fees and expenses directly related to the Creditors' Committee's prosecution of the Sale Order Appeal. The amounts set forth (A) and (B) of this paragraph shall only be available to pay the fees and expenses incurred after a stay of the Sale Order Appeal is lifted and such amounts shall not be modified without further order of a court of competent jurisdiction. If there are any funds remaining in the Sale Appeal Reserve following a resolution of the Sale Order Appeal, such amounts shall be transferred to the Liquidation Trust. **The Debtor and Ben Pickering shall not take a position on whether confirmation and consummation of the Plan impacts the rights of the appellants to prosecute the Sale Order Appeal and such lack of a position shall have no impact whatsoever on the ability of any party to the Sale Order Appeal to take a position on whether confirmation and consummation of the Plan impacts the Sale Order Appeal on any grounds, nor shall any appellate parties argue that the Debtor's or Ben Pickering's lack of a position has any impact on whether or not confirmation and consummation of the Plan impacts the Sale Order Appeal.**	

				Except as provided herein, none of this Plan, the Plan Documents, the Confirmation Order, any finding of fact or conclusion of law with respect to the Confirmation of this Plan, or the occurrence of the Effective Date shall have any effect on any party's standing to prosecute or defend the Sale Order Appeal or any party's ability to raise any position or argument pertaining thereto. **[Ben** *Pickering shall act solely as a representative of the Debtor in the Consolidated Settlement Order Appeal and* **the Sale Order Appeal and** *shall not have any fiduciary obligations to the Debtor, its* **Estate, or the Liquidation Trust following the Effective Date. Insurance coverage for Ben** *Pickering for his post-Effective Date role shall be an administrative expense claim to be paid by the* **Liquidation Trust.]** **Except for the specific provisions regarding the Debtor's obligations with respect to the Consolidated Settlement Order Appeal set forth in this Section 12.15 of this Plan, nothing in this Plan or the Confirmation Order shall alter, amend, or modify any aspects of the Global Settlement, the Waiver, or create or be deemed to create a Settlement Modification (as defined in the Waiver).** **Except as set forth in this Plan, all rights of the Debtor, the Non-Debtor Affiliates, the Special Committee, the Creditors' Committee, or the Liquidation Trust are expressly reserved and preserved with respect to the Settlement Agreement, the Waiver, and any rights, claims, remedies, or damages related to any breach of the**	

				Settlement Agreement or the Waiver." ~~**The following will replace** **Section 10.14 of the Plan**:~~ **will be removed in its entirety.**~~**No holder of a Claim or Interest shall be entitled to set off or subrogate any Claim that such holder has against the Debtor against any Cause of Action of the Debtor, or the Liquidation Trust, as applicable, unless such holder filed a motion before the Confirmation Date requesting the right to perform such setoff or subrogation or indicated in an Allowed proof of Claim filed before the Confirmation Date that such holder asserts, has, or intends to preserve such right of setoff or subrogation.**~~	
R.T. Vanderbilt (Holdings)	1016	¶ 22	The DS does not adequately disclose the risk of appeal outcomes. DS § 9.1(e) is wrong: the Final Order Condition was waived, the Settlement Agreement was fully implemented on June 10, 2026, and no future distributions are contemplated.	*See changes to Sections 6.9 and 9.1 of the Disclosure Statement referenced above.*	***RESOLVED***
R.T. Vanderbilt (Holdings)	1016	¶¶ 2, 23–24	DS should highlight that $11M is reserved for an appeal both courts found unlikely to succeed, funds that could otherwise go to creditors.	No change. The Plan discloses the VLT Operating Reserve and provides that post-Effective Date fees and expenses relating to the Consolidated Settlement Order Appeal and the Sale Order Appeal are payable from it. Plan §§ 1.1, 12.14. *See also changes to Section 9.1(e) of the Disclosure Statement referenced above.*	~~***Pending***~~***RESOLVED***
R.T. Vanderbilt (Holdings)	1016	¶ 6 n.7; ¶ 14	DS § 1.1's $11M distributable cash conflicts with Plan funding ($1M GUC Fund; $11M VLT Operating Reserve) and ignores Enforcement Proceeding, confirmation, and admin claim costs. (§ 1129(a)(9)(A) argument is a Plan issue.)	Liquidation Analysis to be updated to evidence $12,080,000 of available cash. **The following will be added to Section 1.1 of the Disclosure Statement:**	~~***Pending***~~***RESOLVED***

				"As a result of the Sale and Global Settlement, the Debtor holds various assets it is using to administer the Chapter 11 Case and that will be used to administer the Liquidation Trust, with the rest being available for distribution to holders of Allowed Claims in accordance with the Plan, including the GUC Recovery Fund Amount that will be contributed to the GUC Recovery Fund ~~and~~, the General Convenience Claim Recovery Fund Amount that will be contributed to the General Convenience Claim Recovery Fund, funds in the Professional Fee Reserve, and funds in the Priority Reserve."	

Objecting Party	Docket No.	Page No.	Summary of Objection	Proposed Resolution	Status
Insurers	1017 (incorporating prior objections at Docket Nos. 913, 916)	pp. 2–6	TDPs bypass the Insurance Policies and CIP Agreements and exclude Insurers, and the DS does not disclose the risk this reduces or eliminates insurance recoveries. Insurers request their proposed risk disclosure.	**The following will be added as Section 9.1(u) to the Disclosure Statement:** **"Risk of Litigation with Insurance Providers** "Certain Insurance Companies contend that the Trust Distribution Procedures do not implement or comport with various rights, obligations, and procedures contained in the Insurance Policies and CIP Agreements and will likely contend that Talc Claims settled through the Trust Distribution Procedures alone are not payable in subsequent state court insurance coverage litigation. Accordingly, the Insurance Companies further contend that confirmation of the Plan may lead to future insurance coverage litigation and may result in less insurance, or no insurance, being available to pay claims. The Insurance Companies further contend that any failure of the Liquidation Trust to comply with provisions of the Insurance Policies and CIP Agreements provides the Insurance Companies with contractual defenses, and could materially reduce, delay, or eliminate insurance recoveries that the Liquidation Trust otherwise expects to pursue. The Debtor and the Creditors' Committee disagree with the Insurance Companies' contentions and contend that the implementation of the Trust Distribution Procedures will not create viable coverage defenses. No determination has been made regarding the merits of these positions, and any such issues may be resolved and are preserved in any future state court coverage litigation."	~~*Pending*~~*RESOLVED*

Objecting Party	Docket No.	Page No.	Summary of Objection	Proposed Resolution	Status
Objecting Insurers (Century, Pacific Employers, TIG, Everest, Hartford, Travelers, CoAction)	913	pp. 1–3, 6–10	TDPs and Trust Agreement were not filed or described, so creditors cannot assess how Talc Claims are allowed, valued, and paid or how CIP rights are honored.	TDP filed on September 25, 2026 at Docket No. 990; Plan Supplement filed on September 30, 2026 at Docket No. 996; Trust Agreement to be filed no later than October 16, 2026, before the Disclosure Statement Hearing.	~~***PARTIALLY***~~ ***RESOLVED***
Objecting Insurers	913	pp. 10–12	DS does not identify the Liquidating Trustee or TAC members, or their qualifications, conflicts, compensation, or authority, despite the Trustee's binding claim determinations.	Plan Supplement identifies the initial Trust Advisory Committee members. Debtor to disclose the identity of the initial Liquidating Trustee in the Plan Supplement prior to the Disclosure Statement hearing.	~~***PARTIALLY***~~ ***RESOLVED***
Objecting Insurers	913	pp. 12–13	DS omits the risk that noncompliance with the CIP Agreements may defeat coverage from non-settling insurers. Proposed language: "The Debtor is a party to certain Insurance Policies as well as the CIP Agreements and Insurance Settlement Agreements. Any failure by the Trust to comply with the terms of those agreements could result in a finding that the Insurers are not obligated to provide coverage for any claim. Any failure of compliance with all insurance policies and contracts is a material risk to claimants' recoveries."	The Debtor believes the existing disclosure is adequate (Disclosure Statement §§ 5.13(a), 6.7(f), 9.1(f)). Nevertheless, to resolve this objection, the Debtor will add Section 9.1(u) to the Disclosure Statement, as referenced above.	~~***Pending***~~***RESOLVED***
Objecting Insurers	913	pp. 13–17	Voting procedures improperly allow (1) vote changes without cause (Rule 3018(a)(3)); (2) Debtor-only Voting Deadline extensions (Rule 3017(c)); (3) waiver of ballot defects; and (4) stipulated higher voting amounts. Any deviations should be logged and justified.	The amended Disclosure Statement Order filed on September 25, 2026 [Docket No. 989] was revised to require that the Solicitation Agent file with the Voting Certification lists of (i) vote changes received prior to the Voting Deadline, (ii) parties granted voting extensions, and (iii) agreements as to Claim amounts for voting	~~***Pending***~~***RESOLVED***

				purposes, and that any waivers of Ballot defects or irregularities be documented in the Voting Certification. [See Order ¶¶ 38(i), 38(n)]. The amended Disclosure Statement Order also provides that no vote by or on behalf of a holder of a Talc Claim will be counted unless the Ballot is timely submitted with the required written certifications, and that unsigned Ballots and Class 5 Talc Claims Master Ballots on which the attorney fails to make the required certification will not be counted. [See Order ¶¶ 38(f)(v), 39(e), 39(n)(vi), 39(n)(xi)].	
Objecting Insurers	913	pp. 17–20	Schedule is too compressed (21-day vote; objections four weeks later) for needed discovery; Debtor suffers little prejudice from delay.	~~**Resolved by**~~**The Debtor believes this objection is resolved by the** revised schedule**, which was set by the Court,** following status conferences: Disclosure Statement Hearing October 19, 2026; Voting Deadline November 23, 2026; Fact Discovery Cutoff November 30, 2026; Confirmation Objection Deadline December 1, 2026; Confirmation Reply Deadline December 8, 2026; Confirmation Hearing December 14–15, 2026.	***Pending***

Objecting Party	Docket No.	Page No.	Summary of Objection	Proposed Resolution	Status
Specified Insurers (LMI, CNA, AIG, GEICO)	916	pp. 16–17	TDPs not filed (Plan Ex. A "[TO COME]"), leaving Talc Claim treatment undefined. (Joins Docket No. 913.)	TDP filed on September 25, 2026 at Docket No. 990.	***RESOLVED***
Specified Insurers	916	pp. 17–18	DS's assurance that insurer rights are unaffected (DS §§ 6.4(f), 6.8(a)(xiv)) is not reconciled with the TDPs, Trustee allowance, and Insurance Entity Injunction; DS should explain expressly.	No change; DS and Plan already explain preservation of insurer rights and Insurer Coverage Defenses. *See also changes to Sections 6.4 and 6.9 of the Disclosure Statement referenced above.*	***Pending***
Specified Insurers	916	pp. 18–19	No rule for which controls among the Plan, Confirmation Order, and Insurance Settlement Agreements (Plan § 9.1(xiv)(f)).	**The following will be included in the Confirmation Order:** "In the event of any conflict, inconsistency, or ambiguity between or among any Insurance Settlement Agreement, the Plan, or the Confirmation Order, the terms of the Confirmation Order shall govern and control with respect to all matters addressed therein."	***Pending***
Specified Insurers	916	pp. 19–21	DS does not explain the source, reserves, distribution timing, TDP treatment, or assumption of Trust obligations to pay premiums, deductibles, and SIRs (Plan §§ 5.3, 5.5(vii)).	TDP filed on September 25, 2026 at Docket No. 990. No change; obligations arise under the Insurance Policies and applicable law and are addressed in the Disclosure Statement.	***Pending***
Specified Insurers	916	pp. 21–23	DS does not identify the Liquidating Trustee or Trust terms (DS § 6.4(c)(i)), violating § 1129(a)(5)(A)(i).	Debtor to disclose the initial Liquidating Trustee and file the Trust Agreement no later than October 16, 2026, before the Disclosure Statement Hearing..	~~***Pending***~~***RESOLVED***

Objecting Party	Docket No.	Paragraph No.	Summary of Objection	Proposed Resolution	Status
Buyer	1025	¶ 11	The Plan violates the "Appeal Covenant" in the APA and related litigation risk.	**The following will be added as Section 9.1(v) to the Disclosure Statement:** "Risk of Litigation with ~~the~~ Buyer The Buyer contends that the Plan violates the provision in the Asset Purchase Agreement which requires the Debtor "to take all action as may be commercially reasonable and appropriate" to defend against an appeal of the Sale Order. The Debtor and the Creditors' Committee disagree with the Buyer's contention and contend that the Plan does not violate the Asset Purchase Agreement. No determination has been made regarding the merits of these positions. Failure to reach an agreeable resolution with the Buyer may subject the Debtor to litigation and the Buyer's rights to litigate such issues are preserved." **The following will replace Section 5.7(iv) of the Plan:** **"In connection with the Confirmation of this Plan and prior to the Effective Date, the Debtor shall cooperate with the Buyer and the Creditors' Committee in good faith in connection with the Data Transfer, including to determine a mutually agreeable process for effectuating the Data Transfer to the Liquidation Trust on or before the Effective Date, which shall be filed on the docket of the Chapter 11 Case. The completion of the Data Transfer is a condition to this Plan going effective under Section 9.1 and shall be completed on or prior to the Effective Date.**	~~*Pending*~~*RESOLVED*

				The Debtor, its Estate, the Liquidating Debtor, the Board of Managers, and the Independent Special Committee do not intend to undertake any privilege review of any Data Transfer Documents prior to or in connection with the Data Transfer. For the avoidance of doubt, the Liquidation Trust will make best efforts to seek discovery from third parties first before requesting any discovery from any Released Parties. To the extent that the Liquidation Trust does seek discovery or testimony directly from any Released Party, the Liquidation Trust shall bear the costs of such discovery. For the further avoidance of doubt, no documents shall be redacted for Privilege purposes prior to or in connection with the completion of the Data Transfer." ***See also changes to Sections 12.15 of the Plan referenced above.***	

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