

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

In re:

Vanderbilt Minerals, LLC,¹

Debtor.

Chapter 11

Case No. 26-60110 (WAK)

**DECLARATION OF BEN PICKERING, IN HIS
CAPACITY AS INDEPENDENT MANAGER AND
SOLE MEMBER OF THE INDEPENDENT SPECIAL
COMMITTEE, IN SUPPORT OF THE GLOBAL SETTLEMENT MOTION**

I, Ben Pickering, hereby declare under penalty of perjury that the following is true and correct to the best of my knowledge, information, and belief:

1. I am an independent manager (“Independent Manager”) and sole member of the Independent Special Committee (the “Independent Special Committee”) of Vanderbilt Minerals, LLC (the “Debtor” or “Minerals”).

2. I submit this declaration (the “Declaration”) in support of the *Motion of the Debtor at the Sole Direction of the Independent Manager and Sole Member of the Independent Special Committee of the Debtor for Entry of an Order (I) Approving the Global Settlement Between the Debtor and R.T. Vanderbilt Holding Co., Inc. and Certain of its Subsidiaries; and (II) Granting Related Relief* (the “Motion”).² Except as otherwise indicated, all facts set forth in this Declaration are based on my personal knowledge, belief or opinion, discussions with Katten Muchin Rosenman

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 shall have the meanings set forth in the Motion.

LP (“Katten”), and my review of relevant documentation and information concerning the matters set forth herein, and are accurate to the best of my knowledge, belief or opinion, after consultation with Katten and due inquiry. If I were called upon to testify, I could and would testify completely as to the facts and opinions set forth herein.

Professional Background and Qualifications

3. I am a seasoned professional in restructuring advisory services with extensive experience spanning over three decades. From June of 2012 until June 2024, I served as a Principal at Ernst & Young LLP in the Turnaround and Restructuring Strategy group. Prior to joining Ernst & Young LLP, I held senior roles in restructuring including Senior Managing Director at Mesirow Financial Consulting Inc., and Partner (and prior to 2013, Senior Manager) at KPMG LLP. Additionally, I served as Executive Director at the Privatization Secretariat at the Province of Ontario and as a Senior Manager at Deloitte & Touche LLP. In these roles, I have advised both private and public companies in connection with a wide range of both in and out of court restructurings.

4. Throughout my career, I held a CPA CA (Canada). I have also held designations as a Chartered Insolvency and Restructuring Professional and a Licensed Insolvency Trustee (Canada).

5. I hold a Bachelor of Arts in Commerce from the University of Toronto Scarborough.

Appointment as Independent Manager of Minerals

6. On September 15, 2025, Minerals’ board of managers (the “Board”) appointed me as Independent Manager and as sole member of an Independent Special Committee (the “Independent Special Committee”).

7. To the best of my knowledge, Minerals appointed me as Independent Manager based on, among other things, (i) my expertise in the distressed market and professional experience with companies contemplating or undergoing significant restructuring transactions in and out of court, and (ii) the Board determining that I was disinterested under the relevant general manager independence standards.

8. As the Independent Manager of Minerals, I was tasked with, among other things, reviewing the transactions and relationships between the Debtor and Holdings and its other subsidiaries (collectively, the “Intercompany Matters”). In my capacity as Independent Manager, I retained Katten as legal counsel to, among other things, perform an independent review of prior, potential, and existing Intercompany Matters (the “Independent Investigation”) and to assist me in evaluating, among other things, whether certain Intercompany Matters gave rise to valuable and viable claims or causes of action against any person or entity, including potential claims against RTV and related parties (collectively, the “Related Parties”). I oversaw, and was closely involved with, the Independent Investigation.

The Independent Investigation

9. In connection with the Independent Investigation, Katten conducted an extensive factual and legal analysis of the Intercompany Matters, with a focus on certain transactions involving Minerals, on the one hand, and Related Parties, on the other (the “Related Party Transactions”). I provided input, asked probing questions, analyzed key financial documents, and issued directions to Katten in connection with the Independent Investigation. At my direction, Katten submitted targeted but broad diligence requests (the “Diligence Requests”) seeking documentation and information relevant to the Independent Investigation, including, but not limited to, the books and records underlying the Related Party Transactions. In connection with

the Independent Investigation, Katten also interviewed members of the Debtor's and Related Parties' management, including past and present members of the Board, executive officers, and other key employees (collectively, the "Interviews").

10. While the Independent Investigation began with a broad focus, based on the diligence, the primary focus was on analyzing whether the following six Related Party Transactions gave rise to any valuable and viable claims or causes of action against any Related Party: (i) obligations due under the Intercompany Note; (ii) the Distributions; (iii) the Holdings Management Fee; (iv) the General Expense Allocation; (v) the June Set-Offs; and (iv) the Cash Deposits executed in support of the Centralized Cash Management System.

11. As a result of the Independent Investigation, and in consultation with Katten, I concluded that there were no viable and valuable claims and causes of action which the Debtor could assert in connection with the Distributions, the Holdings Management Fee, the General Expense Allocation, or the June Set-Offs. However, based on a review of the documentation and information produced in response to the Diligence Requests, and information obtained during the Interviews, and in consultation with counsel, I concluded that Minerals has viable claims to recover (i) the amount owed pursuant to the Intercompany Note, (ii) the net balance owed to the Debtor by Holdings largely as a result of the Centralized Cash Management System, and (iii) certain aging receivables owed to the Debtor by Worldwide (together, the "Outstanding RTV Obligations").

12. While I believe in the strength of the arguments Minerals would have if it became necessary to prosecute claims premised upon the Outstanding RTV Obligations, litigating these issues would give rise to significant expense, inconvenience, and uncertainty, all without a guarantee of success, all of which justified entry into a settlement amongst the Debtor and RTV, as described below.

The Settlement Agreement

13. Based on the Independent Investigation findings, through my counsel at Katten, I engaged in arm's-length negotiations with counsel for RTV regarding the potential resolution of the Outstanding RTV Obligations. As a result, on January 30, 2026, the Independent Special Committee received the Holdings Proposal from Vinson & Elkins on behalf of Holdings. On February 4, 2026, I authorized Katten to send an initial counter to the Holdings Proposal to Vinson & Elkins. On February 5, 2026, I, along with the Mineral's CRO, Katten, representatives of Holdings, and Holdings' legal counsel Vinson & Elkins and financial advisor The Wyse Group, engaged in a day-long, in-person settlement conference. Negotiations continued thereafter and, after further rounds of counter offers over the next several days, on February 12, 2026, I reached an agreement with RTV on the terms of the Global Settlement, which agreement is memorialized in the Settlement Agreement.

14. I have concluded, in my sound business judgment, that the Global Settlement is in the best interests of the Debtor's estate and all parties in interest.

15. In reaching this conclusion, I, with the support of Katten, analyzed the potential claims using two methodologies, as described below.

16. First, recognizing the payment of Outstanding RTV Obligations would likely take years, and that the repayment of these debts is uncertain and depends upon, among other things, Holdings' and its affiliates' ability to pay, I concluded that it is reasonable to discount the value of the Outstanding RTV Obligations to present value, accounting for the market risk of repayment.

17. With this in mind, in consultation with Greenhill and the CRO, I determined that it was appropriate to apply (i) a 15% discount rate to the Intercompany Accounting Balances, reflecting the lack of stated interest, absence of defined repayment terms, and higher risk profile

relative to the Intercompany Note, and (ii) a 12% market discount rate, consistent with market yields for instruments of comparable credit risk and approximate duration, to the outstanding obligations under the Intercompany Note. Having applied these discounts, I, in consultation with Greenhill and the CRO, determined that the appropriate present value of the Intercompany Accounting Balances and Intercompany Note would be approximately \$6.6 million and \$20.6 million, respectively, in a debt repayment scenario.

18. Using this methodology, I, in consultation with Greenhill and the CRO, determined that the combined present value of the Intercompany Accounting Balances and Intercompany Note claims is \$27.2 million applying only the discount rate and not accounting for any litigation risk.

19. In the alternative, I also considered the likely outcome if the Debtor sought to litigate claims premised upon the Intercompany Accounting Balances and/or Intercompany Note. In doing so, I, in consultation with Katten, considered the strength of the claims the Debtor could pursue and the defenses that Holdings could assert to payment of these debts, including that the Intercompany Accounting Balances and the Intercompany Note are not *bona fide* debts and should instead be recharacterized as equity investments or dividends by Minerals.

20. In consultation with Katten, I determined that litigation to recover the Intercompany Accounting Balances and amounts due under the Intercompany Note would be fact-intensive, costly, and time consuming, with risks and uncertainty as to the outcome, and would likely jeopardize the value-maximizing sale set forth in the Stalking Horse Bid (and any enhanced recovery that may be achieved at the auction).

21. On this basis, in consultation with Katten, I determined it was a reasonable exercise of my business judgment to discount the litigation value related to the Intercompany Accounting

Balances and the Intercompany Note to account for likelihood of success on the merits, cost of litigation, potential issues of collectability, and the time value of money.

22. As part of this analysis, and in consultation with Katten, I:

- Assumed the Debtor would have, at the high-end, an 80% chance of success on the merits;
- Assumed, at the high end, an 80% success rate with respect to collecting on any judgment from the relevant defendants;
- Factored in a 20% deduction for estimated professional fees and costs associated with litigation; and
- Applied a 5% discount rate for the present value of recovery, assuming litigation, including any appeals, could span two years.

23. Having applied these conservative assumptions, I, in consultation with Katten, determined that the high-end present value of the litigation claims to recover the Intercompany Accounting Balances and amounts due under the Intercompany Note would be approximately \$6.5 million and \$13.1 million, respectively, in a litigation scenario.

24. Using this methodology, and in consultation with Katten, I determined that the combined value of litigating the Intercompany Accounting Balances and Intercompany Note claims, at the high-end, is \$19.6 million.

25. Taking into consideration the appropriate value of the Intercompany Accounting Balances and Intercompany Note in either the debt repayment scenario or litigation scenario as described above, in consultation with Katten and the CRO, I determined that any settlement must provide a minimum of \$19.6 million in value to the Debtor's estate in order to be considered fair and reasonable.

26. Specifically, the Global Settlement will allow the Debtor to conduct a value-maximizing sale process which allows potential bidders to confidently factor inclusion of the RTV Assets—and the notable synergies created by the inclusion of such assets—into their prospective

bids. Moreover, the Global Settlement will allow the Debtor to access the support services historically provided by Holdings and its other subsidiaries, which services are essential to the Debtor's ability to operate its business in the ordinary course while it continues to market its business as a going-concern.

27. Furthermore, the Settlement Agreement contains other key terms which shall inure to the benefit of the estate and its creditors, including RTV's commitment to (i) reserve and preserve any right to coverage which the Debtor may currently have related to personal injury and product liability claims, (ii) support the sale process, including cooperating with potential bidders with regard to diligence requests, site visits, and other customary requests, and (iii) offer any potential bidder any transition services agreement or other agreements related to the general operation of the Debtor's business on the same terms as reached with the Stalking Horse Bidder.

28. I have been informed that the Stalking Horse Bid is premised upon inclusion of the RTV Assets, which assets can only come into the Debtor's estate via the Settlement Agreement. Furthermore, I have been informed that it is a condition precedent to the Debtor's proposed postpetition lender's obligation to fund the full amount under the DIP Financing (as defined in the Bidding Procedures Motion) for such lender to be given recourse to the RTV Assets.

29. I believe the Global Settlement is in the best interests of the Debtor, its estate, and its creditors, and entry into the same is a sound exercise of my business judgment.

30. **First**, the Global Settlement resolves disputes between the Settlement Parties, which I understand allows the estate to avoid costly litigation that would unnecessarily waste already scarce resources. I understand that the respective claims investigated by the Independent Special Committee on behalf of the Debtor involve complex legal and factual issues concerning decades-long financial management practices and records, and that the proof required to obtain a

judgment for the Debtor would be substantial and complex, necessitating extensive document discovery, witness testimony, fact development, motion practice, and likely a trial and potentially an appeal.

31. Moreover, I understand that even if the Debtor was to prevail in prospective litigation of claims premised upon the Outstanding RTV Obligations, such an outcome would likely be no more beneficial to the Debtor's estate and creditors than the outcome contemplated by the Settlement Agreement.

32. Furthermore, even if successful in obtaining a judgement against Holdings, I understand the Debtor would likely face significant obstacles to collection.

33. Given the potentially complex and protracted litigation that may result if the Global Settlement is not effectuated, and the looming uncertainty that the Debtor would be able to collect on any judgement which may ultimately be entered in its favor, I believe that executing the Settlement Agreement reflects a reasonable exercise of my business judgment.

34. ***Second***, I understand that the Global Settlement is supported by four other of Holdings' subsidiaries, each of which is a Settlement Party, and each of which is contributing unique value to the Global Settlement, all of which benefits the Debtor's estate and, ultimately, its stakeholders. I believe this broad support of the Global Settlement is a strong indication that the Global Settlement is fair and equitable

35. ***Third***, I understand that the mutual releases contained in the Settlement Agreement are standard and customary, and are advantageous to the Debtor. The releases are being given in exchange for substantial value and provide finality to all disputes between and among the Settlement Parties. Rather than expending substantial estate resources on litigation, I have determined, in my reasonable business judgment, that a mutual release of all claims between and

among the Settlement Parties in return for the immediate consideration provided by the Global Settlement is in the best interest of the Debtor and its estate. As such, I submit that the nature and breadth of the mutual releases in the Settlement Agreement are necessary and appropriate parts of the Settlement Agreement.

36. ***Fourth***, I submit that the Settlement Agreement was proposed, negotiated, and entered into by the Settlement Parties with the assistance of competent counsel, without collusion, in good faith, and from arm's-length bargaining positions.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Conclusion

37. In light of the foregoing, and based upon my professional judgment and experience, I believe that the Global Settlement provides a better result for the Debtor's estate than could be reasonably achieved through costly and uncertain litigation, and that the benefits the Debtor and its estate will receive under the Settlement Agreement will inure to the benefit of all parties in interest. In my opinion, the Global Settlement is fair, equitable, in the best interest of the Debtor's estate, and will allow the Debtor's management to concentrate its efforts on consummating a value-maximizing sale process, and in so doing creates opportunities for enhanced creditor recoveries.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: February 16, 2026

/s/ Ben Pickering

Ben Pickering

*Independent Manager and Sole Member of the
Independent Special Committee of Vanderbilt
Minerals, LLC*