

So Ordered.

Signed this 17 day of February, 2026.



A handwritten signature in blue ink that reads "Wendy A. Kinsella".

Wendy A. Kinsella
United States Bankruptcy Judge

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

In re:

Vanderbilt Minerals, LLC,

Debtor.¹

Chapter 11

Case No. 26-60110 (WAK)

**ORDER AUTHORIZING THE APPOINTMENT OF KURTZMAN
CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS
AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE**

Upon the *Application for Entry of an Order Authorizing the Appointment of Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date* (the "Application") filed by the above-captioned debtor (the "Debtor"), and pursuant to the Gershbein Declaration and the Engagement Agreement; and the Court having found that the relief requested is in the best interests of the Debtor's estate, creditors and all

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.

other parties-in-interest; and the Court having found that due and sufficient notice of the Application was provided under the circumstances; and the Court having found that it has jurisdiction to consider the Application and grant the relief requested therein; and the Court having reviewed the Application and having determined that the legal and factual bases set forth therein establish just cause for the relief requested, and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Application is granted as set forth herein.
2. The Debtor is authorized to retain Verita, effective as of the Petition Date, under the terms of the Engagement Agreement, and Verita is authorized and directed to perform noticing services and to receive, maintain, record and otherwise administer the proofs of claim filed in the chapter 11 case, and all related tasks, all as described in the Application (the "Claims and Noticing Services").
3. Verita shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in the chapter 11 case and is authorized and directed to maintain an official Claims Register for the Debtor, to provide public access to every proof of claim unless otherwise ordered by the Court and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk. For the avoidance of doubt, any certificates of service filed on the docket by Verita shall comply with any confidentiality protocols issued by the Court, including, but not limited to, with respect to personally identifiable information.
4. Verita is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim; and it is further

5. Verita is authorized to take such other action to comply with all duties set forth in the Application.

6. The Debtor is authorized to compensate Verita in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Verita and the rates charged for each, and to reimburse Verita for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Verita to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

7. Verita shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtor, the office of the United States Trustee, counsel for the Debtor, counsel for any official committee, if any, monitoring the expenses of the Debtor and any party-in-interest who specifically requests service of the monthly invoices.

8. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Engagement Agreement or monthly invoices, and that the parties may seek resolution of the matter from the Court if resolution is not achieved.

9. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Verita under this Order shall be an administrative expense of the Debtor's estate.

10. Verita may apply its retainer to all pre-petition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, Verita may hold its retainer under the Engagement Agreement during the chapter 11 case as security for the payment of fees and expenses incurred under the Engagement Agreement.

11. The Debtor shall indemnify Verita under the terms of the Engagement

Agreement.

12. To the extent applicable in the Engagement Agreement, all requests by Verita for the payment of indemnification shall be made by means of an application to the Court and shall be subject to review by the Court to ensure that payment of such indemnity conforms to the terms of the Engagement Agreement and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought, provided, however, that in no event shall Verita be indemnified in the case of its own bad-faith, breach of fiduciary duty (if any), gross negligence or willful misconduct.

13. In the event Verita seeks reimbursement from the Debtor for attorneys' fees and expenses in connection with the payment of an indemnity claim, the invoices and supporting time records for the attorneys' fees and expenses shall be included in Verita's own applications, both interim and final, but determined by this Court after notice and a hearing.

14. In the event Verita is unable to provide the services set out in this order, Verita will immediately notify the Clerk and Debtor's attorney and cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtor's attorney.

15. The Debtor may submit a separate retention application, pursuant to 11 U.S.C. § 327 and/or any applicable law, for work that is to be performed by Verita but is not specifically authorized by this Order.

16. The Debtor and Verita is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

17. Notwithstanding any term in the Engagement Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

18. Verita shall not cease providing claims processing services during the chapter 11 case for any reason, including nonpayment, without an order of the Court; provided, however, that Verita may seek such an order on expedited notice by filing a request with the Court with notice of such request to be served on the Debtor, the Office of the United States Trustee and any official committee of creditors appointed in this case by facsimile or overnight delivery, provided, further, that except as expressly provided herein, the Debtor and Verita may otherwise terminate or suspend other services as provided under the Engagement Agreement.

19. After entry of an order terminating Verita's services as the Claims and Noticing Agent, upon the closing of this chapter 11 case, or for any other reason, Verita shall be responsible for archiving all proofs of claim with the Federal Archives Record Administration, if applicable.

20. In the event of any inconsistency between the Engagement Agreement, the Application and the Order, the Order shall govern.

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