Docket #1006 Date Filed: 10/02/2026

IN THE 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.	)	

APPLICATION FOR ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF MOLOLAMKEN LLP AS AMICUS COUNSEL FOR THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF VANDERBILT MINERALS, LLC, *NUNC PRO TUNC* TO SEPTEMBER 11, 2026

The Official Committee of Unsecured Creditors (the "Committee") of Vanderbilt Minerals LLC (the "Debtor") in the above-captioned case (the "Case"), hereby submits this application (the "Application") for entry of an order, substantially in the form attached hereto as **Exhibit A**, authorizing and approving the retention and employment of MoloLamken LLP ("MoloLamken") as amicus counsel ("Amicus Counsel") to the Committee in connection with this Case, effective as of September 11, 2026, pursuant to sections 328 and 1103 of title 11 of the United States Code (the "Bankruptcy Code"), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Local Rule 2014-1 of the Local Rules of the United States Bankruptcy Court for the Northern District of New York (the "Local Rules"). In support of the Application, the Committee submits the declaration of Jeffrey A. Lamken, Esq. (the "Lamken Declaration"), a partner of MoloLamken, attached hereto as **Exhibit B**, and the declaration of the Committee

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

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Chairperson, Linda Weaver (the "Weaver Declaration"), attached as **Exhibit C**, respectively, each incorporated herein by reference. In further support of the Application, the Committee respectfully states as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

2. Venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief sought herein are sections 328(a) and 1103(a) of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014-1.

BACKGROUND

3. On February 16, 2026 (the "Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of New York (the "Bankruptcy Court").

4. The Debtor continues to manage and operate its business as debtor-in-possession under sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been requested or appointed in this Case.

5. On February 16, 2026, the Debtor filed the *Motion of the Debtor at the Sole Direction of 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* [Docket No. 22] (the "Settlement Motion"), through which the Debtor proposed a global settlement (the "Settlement") with certain of its non-debtor affiliates, including R.T. Vanderbilt Holding Company, Inc. ("Holdings").

6. On March 3, 2026, the Office of the United States Trustee (the "U.S. Trustee") filed the Appointment of Official Committee of Unsecured Creditors [Docket No. 111]. On September 11, 2026, the U.S. Trustee filed the *Amended Appointment of Official Committee of Unsecured Creditors* [Docket No. 137].

7. On March 5, 2026, the Committee selected Brown Rudnick LLP ("Brown Rudnick") and Caplin & Drysdale, Chartered ("Caplin & Drysdale") as co-counsel. On May 4, 2026, the Bankruptcy Court entered orders authorizing the retention of Brown Rudnick and Caplin & Drysdale, respectively [Docket Nos 522 and 523]. On March 7, 2026, the Committee selected Cohen Ziffer Frenchman & McKenna ("Cohen Ziffer") as special insurance counsel. On May 12, 2026, Cohen Ziffer's retention was authorized by the Bankruptcy Court [Docket No. 580].

8. On April 8, 2026, the Committee filed its objection to the Settlement Motion. *See* Docket No. 309. Following a hearing on the Settlement Motion on April 16-17, 2026, the Court issued its *Memorandum Decision on Motion to Approve Global Settlement* [Docket No. 491] on April 27, 2026, and entered the *Order (I) Authorizing and Approving the Global Settlement Between the Debtor and R.T. Vanderbilt Holding Co., Inc. and Certain of its Subsidiaries; and (II) Granting Related Relief* [Docket No. 493] (the "Settlement Order") on April 28, 2026, thereby approving the Debtor's entry into the Settlement. The Settlement Order relied, in significant part, on the rulings entered in *In re Kwok*, 172 F.4th 145 (2d Cir. 2026) ("Kwok") and *In re Whittaker, Clark & Daniels Inc.*, 176 F.4th 241 (3d Cir. 2026) ("WCD").

9. On April 29, 2026, the Committee filed its *Notice of Appeal* [Docket No. 502], through which it appealed this Court's entry of the Settlement Order to the United States District Court for the Northern District of New York. *See* Civil Action No. 8:26-cv-00986-BKS.

10. On August 4, 2026, the Committee filed its opening brief with the District Court. *See* Docket No. 43 in Civil Action No. 8:26-cv-00986-BKS.

11. On September 11, 2026, the Committee selected MoloLamken to serve as Amicus Counsel to file amicus curiae briefs in support of the petitions for writ of certiorari in Kwok and WCD. The grant of certiorari by the United States Supreme Court in Kwok and WCD would directly bear upon the pending appeals in this bankruptcy case. MoloLamken, and in particular, Jeffrey Lamken, are appellate specialists who have substantial experience before the United States Supreme Court.

12. On September 21, 2026, MoloLamken filed an amicus brief in the United States Supreme Court on the Committee's behalf supporting the petitioners in *Mei Guo and HK International Funds Investments (USA) Limited, LLC, v. Luc A. Despins, Chapter 11 Trustee*, No. 26-194.

13. MoloLamken also intends to file an amicus curiae brief in the United States Supreme Court on the Committee's behalf in support of the petitioner in *Official Committee of Talc Claimants v. Whittaker, Clark & Daniels, Inc., et al*., No. 26-263.

14. The petitions for writs of certiorari in *Mei Guo* and *Whittaker* each present questions that implicate significant issues underpinning the Settlement Order. The Committee therefore determined that the retention of MoloLamken was necessary to provide amicus counsel services, including the preparation and filing of amicus curiae briefs in support of those petitions.

SERVICES TO BE RENDERED

15. The Committee seeks to retain MoloLamken as Amicus Counsel with respect to U.S. Supreme Court proceedings relevant to the Debtor's bankruptcy cases, *Mei Guo and HK International Funds Investments (USA) Limited, LLC, v. Luc A. Despins, Chapter 11 Trustee*, No. 26-194, and *Official Committee of Talc Claimants v. Whittaker, Clark & Daniels, Inc., et al*., No.

26-263. MoloLamken is being retained to submit amicus briefs supporting petitions for a writ for certiorari in these two cases.

16. The Committee believes that it is necessary to employ Amicus Counsel to render the services to the Committee as described above so that the Committee may properly fulfill its duties under the Bankruptcy Code. Further, the Committee believes that MoloLamken is well qualified to handle the legal work required and understands that MoloLamken intends to work closely with the Committee's other professionals to ensure that there is no unnecessary duplication of services. While the Committee reserves the right to request an expansion of MoloLamken's services in the future, such request would be made by future application to the Court with appropriate notice.

PROFESSIONAL FEES AND COMPENSATION

17. Subject to this Court's approval, and in accordance with sections 330 and 331 of the Bankruptcy Code and any orders of the Court, MoloLamken will charge for its legal services as Amicus Counsel to the Committee on an hourly basis in accordance with its ordinary and customary hourly rates in effect on the date such services are rendered, and for its actual, reasonable and necessary out-of-pocket disbursements incurred in connection therewith, as set forth in the Lamken Declaration. The current hourly rates of MoloLamken professionals are in the following ranges:[2]

Professional	Rate Per Hour
Jeffrey A. Lamken	$2,575
Partners	$1,250 - $1,800

[2] As set forth in the Lamken Declaration, pursuant to its ordinary practice, MoloLamken generally revises its rates on an annual basis. In the event that MoloLamken increases its standard hourly rates in its ordinary course of business during its retention in this Case, prior to any increases to the rates set forth in this Application taking effect, MoloLamken shall provide ten (10) calendar days' notice to the Committee, the Debtor, and the U.S. Trustee, and shall file a notice of the increase of its standard hourly rates with the Court.

Counsel	$1,225 - $2,000
Associates	$1,000 - $1,100
Senior Paralegals	$475
Paralegals	$375

18. The Committee is advised that MoloLamken intends to apply to this Court for allowance of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the applicable Bankruptcy Rules, the Local Rules, the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses filed Under United States Code by Attorneys in Larger Chapter 11 Cases* (the "U.S. Trustee Guidelines"), and further orders of this Court, including any order providing for interim compensation of professionals. MoloLamken will maintain detailed records of fees and expenses incurred in connection with the rendering of the professional services described above, in accordance with applicable rules and guidelines.

19. Consistent with MoloLamken's policy with respect to its other clients, MoloLamken will charge for extraordinary expenses incurred in the rendition of services. These charges and disbursements include, but are not limited to, experts, consultants, investigators, translation, travel, special database searches, electronic data collection and processing, extraordinary copying, printed briefs, outside messenger and delivery service, filing fees, and any other third-party costs advanced by MoloLamken specifically for the representation of the Committee, in a manner and at rates consistent with charges made generally to MoloLamken's other clients. MoloLamken does not charge for ordinary expenses such as electronic research services, ordinary copying, local travel, secretarial overtime, and postage.

20. MoloLamken has further advised the Committee that it intends to seek compensation for all time and expenses associated with the preparation of monthly, interim, or final fee applications for MoloLamken. It will not bill for the defense of any fee applications.

MoloLamken agrees to charge non-working travel time at 50% of the non-working travel time actually incurred.

21. MoloLamken has agreed to accept as compensation such sums as may be allowed by the Court, including on the basis of the professional time spent, the rates charged for such services, the necessity of such services to the administration of the Debtor's estate, the reasonableness of the time within which the services were performed in relation to the results achieved, and the complexity, importance, and nature of the problems, issues or tasks addressed in this Case.

22. MoloLamken has no agreement with any other entity to share any compensation received, nor will any be made.

MOLOLAMKEN'S DISINTERESTEDNESS

23. The Committee understands that MoloLamken conducted a computerized "conflicts" database search comparing the Debtor, the Committee members and their counsel, and certain other parties-in-interest against a list of MoloLamken's current and former clients, matters and adverse parties to determine whether MoloLamken has any "connections" to any interested parties in this case. The Committee also understands that MoloLamken has represented, and in the future may represent, certain of the Debtor's creditors and other interested parties in unrelated matters adverse to such creditors or parties, as disclosed in the Lamken Declaration.

24. The Committee has reviewed the Lamken Declaration, including the "connections" to this Case disclosed therein, as such term is used in Bankruptcy Rule 2014(a).

25. Notwithstanding any such connections, the Committee believes that MoloLamken is "disinterested," as that term is defined in section 101(14) of the Bankruptcy Code and does not

hold or represent an interest adverse to the Debtor's estates with respect to the matters for which MoloLamken is to be employed, as required by section 328(c) of the Bankruptcy Code.

26. To the extent that issues arise that would cause the Committee to be adverse to any of MoloLamken's clients such that it would not be appropriate for MoloLamken to represent the Committee with respect to such matters, the Committee will request that its co-counsel Brown Rudnick or Caplin & Drysdale, or conflicts counsel if appropriate, represent it with respect to those matters.

27. Other than as described herein, insofar as MoloLamken has been able to ascertain, other than in connection with this Case, neither MoloLamken nor any partner, counsel or associate of MoloLamken, has any connection (connection being defined as a familial or professional relationship) with the Debtor, their creditors, or any other interested party herein, or their respective attorneys or accountants, or the United States Trustee or any person employed in the Office of the United States Trustee.

28. MoloLamken is conducting a continuing inquiry into matters that would affect its disinterested status. In the event additional disclosure is necessary, MoloLamken will promptly file a supplemental declaration with this Court setting forth any facts and circumstances relevant thereto.

RELIEF REQUESTED

29. By this Application, the Committee respectfully requests that the Court enter an order, substantially in the form attached hereto as **Exhibit A**, pursuant to Bankruptcy Code sections 328(a) and 1103(a) of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014-1, authorizing the Committee to retain and employ MoloLamken as Amicus Counsel

in this Case. The Committee seeks to retain MoloLamken effective as of September 11, 2026, the date on which the Committee selected MoloLamken as proposed counsel.

BASIS FOR RELIEF

30. The Committee selected MoloLamken because of its extensive experience and knowledge of appellate matters, including those arising from or relating to complex chapter 11 matters, and believes MoloLamken is well qualified to represent the Committee in this Case. For example, and as more fully described in the Lamken Declaration, MoloLamken has represented official and unofficial committees and other prominent parties in many of the most complex and prominent Chapter 11 bankruptcy cases in recent years. Further, the Committee understands that MoloLamken intends to work closely with the Committee's other professionals to ensure that there is no unnecessary duplication of services.

NOTICE

31. Notice of this Application has been provided to (a) the Debtor; (b) counsel to the Debtor; (c) the U.S. Trustee; and (d) all parties requesting notices pursuant to Bankruptcy Rule 2002. The Committee respectfully submits that no further notice is necessary under the circumstances.

CONCLUSION

WHEREFORE, for the reasons set forth in this Application and in the annexed Lamken Declaration, the Committee respectfully requests that the Court enter an order, substantially in the form attached hereto as **Exhibit A**, authorizing the employment and retention of MoloLamken as Amicus Counsel to the Committee effective as of September 11, 2026, and granting the Committee such other and further relief as may be just and proper.

Dated: October 2, 2026

Respectfully Submitted,

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

/s/ Linda Weaver
Linda Weaver, solely in her capacity as Chairperson of the Official Committee of Unsecured Creditors of Vanderbilt Minerals LLC, and not in her personal capacity

Chair of the Official Committee of Unsecured Creditors

EXHIBIT A

PROPOSED ORDER

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

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

ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF MOLOLAMKEN LLP AS AMICUS COUNSEL FOR THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF VANDERBILT MINERALS, LLC, *NUNC PRO TUNC* TO SEPTEMBER 11, 2026

Upon consideration of the *Application for Order Authorizing the Employment and Retention of MoloLamken LLP as Amicus Counsel for the Official Committee of Unsecured Creditors of Vanderbilt Minerals, LLC, Nunc Pro Tunc to September 11, 2026* (the

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

"Application"),[2] pursuant to sections 328 and 1103 of title 11 of the United States Code (the "Bankruptcy Code"), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Local Rule 2014-1 of the Local Rules of the United States Bankruptcy Court for the Northern District of New York (the "Local Rules"), authorizing and approving the employment of MoloLamken LLP ("MoloLamken") as Amicus Counsel ("Amicus Counsel") to the Official Committee of Unsecured Creditors (the "Committee") appointed in the above-captioned bankruptcy case (the "Case") effective as of September 11, 2026; and the declarations Jeffrey A. Lamken, Esq. and Linda Weaver in support of the Application annexed thereto; and the Court having jurisdiction to consider the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that the relief requested in the Application is in the best interests of the Debtor's estate, its creditors and other parties-in-interest; and the Committee having provided adequate and appropriate notice of the Application under the circumstances; and after due deliberation and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.

2. The Committee is authorized pursuant to sections 328(a) and 1103(a) of the Bankruptcy Code to retain and employ MoloLamken as Amicus Counsel to the Committee effective as of September 11, 2026.

3. MoloLamken shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Case as set forth in the Application

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

and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures or orders of this Court.

4. MoloLamken shall provide at least 10 calendar days' notice to the Committee, the Debtor, and the U.S. Trustee prior to any increases in the rates set forth in the Lamken Declaration and shall file such notice with this Court.

5. The Committee and MoloLamken are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

6. The Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

7. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

8. Further terms of this Order shall be as follows:

a. MoloLamken will only bill 50% for non-working travel and shall not seek the reimbursement of any fees or costs, including attorney fees and costs, arising from the defense of any of MoloLamken's fee applications in this Case;

b. MoloLamken will agree to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013* (the "U.S. Trustee Guidelines");

c. MoloLamken will use the billing and expense categories set forth in the U.S. Trustee Guidelines (Exhibit D-1, "Summary of Compensation Requested by Project Category"), and may use additional categories that provide additional detail on work performed;

d. MoloLamken will provide any and all monthly fee statements, interim fee applications, and final fee applications in "LEDES" format to the U.S. Trustee; and

e. any and all compensation to be paid to MoloLamken for services rendered on the Committee's behalf shall be fixed by application to this

Court in accordance with sections 330 and 331 of the Bankruptcy Code, such Federal Rules and Local Rules as may then be applicable, and any orders entered in this Case governing the compensation and reimbursement of professionals for services rendered and charges and disbursements incurred.

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EXHIBIT B

LAMKEN DECLARATION

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

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

DECLARATION OF JEFFREY A. LAMKEN, ESQ. IN SUPPORT OF APPLICATION FOR ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF MOLOLAMKEN LLP AS AMICUS COUNSEL FOR THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF VANDERBILT MINERALS, LLC, *NUNC PRO TUNC* TO SEPTEMBER 11, 2026

Pursuant to 28 U.S.C § 1746, I, Jeffrey A. Lamken, Esq., hereby declare:

1. I am an attorney admitted to practice in the District of Columbia, the State of California, the U.S. Supreme Court, and multiple federal courts of appeals, and am a member of the law firm MoloLamken LLP ("MoloLamken"), which maintains an office at 600 New Hampshire Avenue, N.W., Washington, D.C. 20037.

2. I submit this Declaration (the "Declaration") in support of the application (the "Application")[2] of the Official Committee of Unsecured Creditors (the "Committee") appointed in the above-captioned case (the "Case") for entry of an order, pursuant to sections 328 and 1103(a) of title 11 of the United States Code (the "Bankruptcy Code"), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Local Rule 2014-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), authorizing and

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

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

approving the retention and employment of MoloLamken as Amicus Counsel to the Committee in connection with this Case effective as of September 11, 2026.

3. Except as otherwise indicated herein, I have personal knowledge of the matters set forth herein and, if called as a witness, would testify competently thereto.

MOLOLAMKEN'S QUALIFICATIONS AND EXPERIENCE

4. MoloLamken is well qualified and able to represent the Committee in a cost effective and efficient manner. Among the reasons MoloLamken was selected as Amicus Counsel includes our deep bench with experience in appellate matters, including in connection with large, complex Chapter 11 cases. MoloLamken has successfully represented official committees of creditors and other parties in interest in many prominent and complex bankruptcy cases throughout the country.

5. I personally have over thirty years of experience working on appellate matters. I have argued over 25 cases before the U.S. Supreme Court and handled matters in most of the federal courts of appeals, including the U.S. Court of Appeals for the Second Circuit. I previously served as an Assistant to the Solicitor General in the U.S. Department of Justice.

DISINTERESTEDNESS OF PROFESSIONALS

6. In preparing this Declaration, an attorney working under my supervision caused the implementation of certain procedures developed by MoloLamken's Conflicts Department to ensure compliance with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules (collectively, the "Statutory Authority"). Pursuant to the Statutory Authority, the attorney worked with MoloLamken's Conflicts Department to cause to be performed an examination and comparison (the "Connections Check") of the Debtor and its non-debtor affiliates, creditors, and other parties-in-interest (collectively, the "Case Parties"). The list of Case Parties

is attached hereto as **Schedule 1**. A summary of the results of the Connections Check is attached hereto as **Schedule 2**.

7. Based upon my review of the results of the Connections Check, to the best of my knowledge after diligent inquiry, neither MoloLamken, nor any member of MoloLamken, nor any attorney associated with or employed by MoloLamken, has any "connection," as such term is used in Bankruptcy Rule 2014, with the Debtor herein, its creditors, any other party-in-interest herein, their respective attorneys or accountants, the U.S. Trustee, or any person employed in the office of the U.S. Trustee, except to the extent set forth in **Schedule 2**.

8. Notwithstanding any "connection" set forth in **Schedule 2** and except as set forth herein, to the best of my knowledge, any "connection" of MoloLamken to the identified entities are limited to matters unrelated to the Debtor.

9. MoloLamken discloses that a MoloLamken attorney previously represented Crane Co. while employed at another firm, in a matter wholly unrelated to this Chapter 11 Case.

10. MoloLamken also discloses that a MoloLamken attorney previously represented Wells Fargo Bank, N.A. while employed at another firm, in a matter wholly unrelated to this Chapter 11 Case. Notwithstanding, that attorney is not expected to work on this matter.

11. It is possible that certain of the partners, counsel and associates of MoloLamken and such persons' relatives may have familial or personal relationships, as well as business, contractual, or economic relationships, with officers, directors, and/or shareholders or creditors of the Debtor, competitors of the Debtor, other professionals engaged in this Case and/or other parties in interest in this Case. I have not been made aware of any material relationships with any such individual.

12. I am not related to and, to the best of my knowledge, no other attorney at MoloLamken is related to (a) any United States Bankruptcy Judge for the Northern District of New York or (b) the U.S. Trustee, or any person employed by the U.S. Trustee's office.

13. If MoloLamken discovers any information that is contrary to or pertinent to the statements made herein, MoloLamken will promptly disclose such information to the Court by filing and serving a supplemental declaration.

14. For the reasons stated herein, based on the conflicts search conducted to date and described here, to the best of my knowledge MoloLamken is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code and as used in section 328(c) of the Bankruptcy Code, and does not have an interest materially adverse to the interests of the Debtor's estates or any class of creditors or equity holders of the Debtor.

PROFESSIONAL COMPENSATION

15. Subject to this Court's approval, and in accordance with section 330(a) of the Bankruptcy Code and any orders of the Court, MoloLamken will charge for its legal services as counsel to the Committee on an hourly basis in accordance with its ordinary and customary hourly rates in effect on the date such services are rendered, and for its actual, reasonable and necessary out-of-pocket disbursements incurred in connection therewith.

16. My current hourly rate is $2,575. Other attorneys and paraprofessionals will assist with this Case as needed. As of the date hereof, the hourly rates of MoloLamken professionals are in the following ranges:

Professional	Rate Per Hour
Jeffrey A. Lamken	$2,575
Partners	$1,250 - $1,800
Counsel	$1,225 - $2,000
Associates	$1,000 - $1,100
Senior Paralegals	$475

Paralegals	$375

17. The hourly rates set forth above are MoloLamken's general hourly rates for work of this nature and are consistent with the customary compensation charged by comparably skilled attorneys at MoloLamken in similar matters, including non-bankruptcy matters. In the normal course of its business, MoloLamken revises its billing rates on an annual basis.[3]

18. MoloLamken has advised the Committee that it intends to seek compensation for all time and expenses associated with the preparation of monthly, interim or final fee applications for MoloLamken. It will not bill for the defense of any fee applications. MoloLamken will bill any non-working travel time at 50% of the actual time incurred.

19. In addition, MoloLamken will apply for reimbursement for extraordinary expenses incurred in the rendition of services. These charges and disbursements include, but are not limited to, experts, consultants, investigators, translation, travel, special database searches, electronic data collection and processing, extraordinary copying, printed briefs, outside messenger and delivery service, filing fees, and any other third-party costs advanced by MoloLamken specifically for the representation of the Committee, in a manner and at rates consistent with charges made generally to MoloLamken's other clients. MoloLamken does not charge for ordinary expenses such as electronic research services, ordinary copying, local travel, secretarial overtime, and postage.

20. MoloLamken has not agreed to share (a) any compensation it may receive with another party or person, other than with the partners, counsel, and associates of MoloLamken; or

[3] In the ordinary course, MoloLamken reviews the billing rates of its attorneys and paraprofessionals annually. The review and rate increases are based upon increases within each attorney's and paraprofessional's current level of seniority. The rates described herein reflect the most recent rate increase. As set forth in the attached order, MoloLamken will provide ten (10) calendar days' notice to the Committee, the Debtor, and the U.S. Trustee before implementing any periodic increases, and shall file any such notice with the Court.

(b) any compensation another person or party has received or may receive in connection with this Case.

21. MoloLamken has not received a retainer in connection with this Case.

AFFIRMATIVE STATEMENT OF DISINTERESTEDNESS

22. Based upon the information available to me, and except as otherwise described herein, MoloLamken holds no interest adverse to the Debtor, its estates, or any class of creditors or equity holders as to the matters in which it is to be employed. I know of no reason why MoloLamken cannot act as Amicus Counsel to the Committee.

STATEMENT REGARDING U.S. TRUSTEE GUIDELINES

23. The following information is provided pursuant to paragraph D.1 of the U.S. Trustee Guidelines:

QUESTION:	Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?
Response:	No.
QUESTION:	Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?
Response:	No.
QUESTION:	If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed post-petition, explain the difference and the reasons for the difference.
Response:	N/A.
QUESTION:	Has your client approved your prospective budget and staffing plan, and, if so, for what budget period?
Response:	The Committee will approve a budget and general staffing plan in connection with MoloLamken's representation of the Committee.

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.

Dated: October 2, 2026

/s/ *Jeffrey A. Lamken*
Jeffrey A. Lamken, Esq.

Schedule 1 to Lamken Declaration

Interested Parties

Debtor
Vanderbilt Minerals, LLC

Non-Debtor Affiliates
R.T. Vanderbilt Holding Co., Inc.
Vanderbilt Global Services, LLC
Vanderbilt Chemicals, LLC
Vanderbilt Western Resources, LLC
Advanced Milling Technologies, LLC
Vanderbilt Worldwide, Ltd.
Vanderbilt (Beijing) Trading Ltd.
Vanderbilt Japan, LLC

Current Directors and Officers
Amarilys Franky
Ben Pickering
James Knowlden
Jeffrey Brohel

Banks
JPMorgan Chase Bank, N.A.
Wells Fargo Bank, N.A.
First Citizens Bank & Trust Company

Primary Plaintiff Counsel
Antion McGee Law Group, PLLC
Bailey Cowan Heckaman, PLLC
Baron & Budd, PC
Belluck Law, LLP
Bergen & Parkinson, LLC
Brookman, Rosenberg, Brown & Sandler
Cohen, Placitella & Roth, PC
Cooney & Conway
Dalton & Associates, P.A.
DeBlase Brown Eyerly, LLP
Dobs Legal, LLP
Duffy Law, LLC
Early, Lucarelli, Sweeney & Meisenkothen
Ferrell Law Group
Flint Cooper LLC
Frost Law Firm PC
Goldberg, Persky & White, P.C.
Hobson & Bradley
Holland Law Firm
Iola Gross & Forbes-King, LLP
Jones & Bendon, LLP
JSC Legal
Karst & Von Oiste, LLP
Kassel McVey Attorneys at Law
Kazan, McClain, Satterley & Greenwood PLC
Keahey Law Office
Kelley & Ferraro, LLP
Lanier Law Firm, PLLC
Law Offices of Michael P. Joyce
Law Offices of Peter G. Angelos, PC
Levy Konigsberg LLP
Lipsitz, Ponterio & Comerford, LLC
Locks Law Firm, LLC
Maune Raichle Hartley French & Mudd, LLC
McDermott & Hickey, LLC
Meirowitz & Wasserberg, LLP
Menges Law LLC
Motley Rice LLC
Nashawati Law Group
OnderLaw, LLC
Paul, Reich & Myers, PC
Philip C Hoffman, LLC
R.G. Taylor II, P.C. & Associates
Rebecca S. Vinocur P.A.
Satterley & Kelley, PLLC
Serling & Abramson, PC
Shein Law Center, Ltd
Shepard O'Donnell, P.C.
Shrader & Associates, LLP
Sieben Polk, P.A.
Simmons Hanly Conroy LLC
Simon Greenstone Panatier, PC
SWMW Law, LLC
The Deaton Law Firm
The Ferraro Law Firm
The Gori Law Firm PC
The Halpern Law Firm, LLC
The Nemeroff Law Firm
Thornton Law Firm
Vogelzang Law
Waters & Kraus, LLP
Weinstein Caggiano PLLC
Weitz & Luxenberg, PC

Significant Customers
Caldic USA Inc.
ProForm Finishing Products, LLC
Vesuvius USA Corporation
Groupe BBL
Huttenes-Albertus International LLC
Pioma Chemicals
ASK Chemicals LLC
US Gypsum Company
Southern Wall Products, Inc.
AECI Limited
CH Erbsloeh GmbH
Owens Corning
Adchem International
Mapei, S.p.A.
Sun Gro Horticulture Canada Ltd.

Frequent Co-Defendants
Crane Co.
DAP Inc.
Flowserve Corp.
Foster Wheeler Energy
General Electric Co.
Goulds Pumps Inc.
Grinnell Corp.
Honeywell International
IMO Industries
John Crane Co.
Metropolitan Life Insurance Co.
Paramount Global
Pfizer Inc
Pneumo Abex Corp
Redco Corporation
Rockwell Manufacturing Co.
The Sherwin-Williams Company
Union Carbide

Unions
United Steelworkers International Union, Local 00478
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 420-6
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union

Competitors
Elementis Plc
Minerals Technologies, Inc.
Imerys S.A.
J.M. Huber Corp.
AMCOL International
Wolkem India Ltd.
SCR- Sibelco N.V.

Vendors
Abbott Oil Company
Activation Laboratories, Ltd.
Apex Logistics International
Applied Industrial Technology
Applied Particle Technology, Inc
Arc3 Gases, Inc.
Arcadis U.S., Inc.
Arclin Dispersant Ltd.
Ascendum Machinery Inc
Atlas Copco USA Holdings, Inc.
Augusta Machine & Welding
Aveva Software, LLC
Baruch Charles Street, LLC
Battle Lumber Company Inc.
Berry Global, Inc.
BGRS, Inc.
Blake & Pendleton Brady Systems
Brenntag North America, Inc.
Brunner & Lay Inc.
Bulldog Trucking & Grading
Canada Border Services Agency
Carolina Drilling, Inc.
Carolina Metal Works
Carolina Tractor & Equipment
Carolina Wood Products
Carroll Engineering Co.
Carthage Fibre Drum, Inc.
Casella Waste Services
Ceco Environmental Corporation
Cintas
Cintas Corp. Loc.219
Commercial Packaging
Consolidated Electrical Dist.
Consolidated Oil LLC
Constellation Energy Services
Crow Engineering, Inc.
Cruco Mill & Ind. Supply LLC
CSRA Boiler & Burner Supply
Custom Processing Services, LLC
D. I. Bush Fuels
Derrick Corporation
Destex, Inc.
Dominion Energy
Donald B. Blaikie & Co., Inc.
Driftech Inc.
Duke Energy Progress, Inc.
Elementis Global LLC
Empire Southwest, LLC
Empire State Mines, LLC
Essence Transport Corp
Essential Minerals Association
Everything Electric, Inc
Express Shipping Room Supply
FedEx Ground
Ferrellgas, LP
Fleetcor Technologies, Inc.
FLSmidth Cement USA, Inc.
Flyover Services LLC
G.R. Brozzo, LLC
G.T. Michelli Co., LLC
Global-Pak Inc
Grainger
Gregory Poole Equipment Company
Griffin Gear, Inc.
Hammond Electric Motor Repair
Handy Chemicals
Harbin Lumber Company Inc

Haun Welding Supply, Inc.
Hood Packaging Corporation
Independent Explosives
Industrial Machine & Welding, LLC
Interconn Resources, LLC
International Treasurer
IPEC-Americas
J.E.S. Forwarding Inc
Jordan Innovative Fabrication LLC
Joy Global (Canada) Ltd.
Jungbunzlauer International AG
Jungbunzlauer, Inc.
Kemira Chemicals
Kemira Oyj
Khem-Tech, Inc.
Lawson Products, Inc.
Leith Management Group Inc
Linden Warehouse & Dist., Inc.
Lisk Trucking, Inc.
LMD Integrated Logistics Services
Logfret Inc.
Lowe's Business Account
Lubrication Engineers, Inc
Massachusetts Mutual Life
Matthews International Corp.
McIntosh Box and Pallet Co., Inc.
McMaster-Carr Supply Co.
Mels Tire Service LLC
MGF Logistics, Inc.
Mondi Bags USA, LLC
Motion Industries, Inc.
National Grid
Naumann Hobbs Handling Corp II
Newvine's Auto Parts
North Coast Logistics
New York Society of Cosmetic Chemists
Odyssey Logistics & Technology Corp
Old Dominion Freight Line
Organic Materials Review Institute
PACE Claims Services
Pahrump Auto Parts
PalletOne of NC
Palmetto Industries Intl. Inc
Paul DeLong Heavy Haul
Perrigo Property Services Inc
Personal Care Products Council
Peterson Asbestos Claims Ent. LLC
Petroleum Traders Corp.
Philly Fuels, Inc
Piedmont Electric Machine
Polsinello Fuels
PowerPlan
Professional Boiler Services
R & L Carriers Inc.
R. M. Murdock Co., Inc.
Receiver General (GST)
Reed Exhibitions Ltd.
Republic Services #778
Richmond Supply Company
RJ Lee Group, Inc.
Rockmore International
Runwell Solutions, Inc.
Sam's Club
Schaeffer Mfg. Co.
Seaway Rental Corporation
SGS North America Inc
Skye Equipment LLC
Skyline Exhibits and Graphics, Inc
Sotera Health Holdings, LLC
Southeast Pump Specialist, Inc
Southeastern Paper Group, LLC
Southworth-Milton, Inc.
Spilman's Sales & Service
Sunbelt Rentals, Inc.
Sweet's Electric
Team Blevins, LLC
Tennant Sales and Service Company
The Acta Group LLC
The Shaker Group, Inc.
The Timbermen
Total Quality Logistics, LLC
Transformer Service, Inc.
Transgroup Express LLC
UL Verification Services Inc.
Uline
Uniflux LLC
United Bags, Inc.
United Rentals
United Steelworkers
US Bulksak Holdings, LLC
Verizon Wireless
W.B. Mason Company, Inc.
WSP USA, Inc.
Xylem Dewatering Solutions, Inc.

Distributors

A.E. Fleming Co.
AdChem FZE
Adikem
Agencias Generales
Archway Sales
A.S. Harrison
Bang & Bonsomer
Berli Jucker
Brandt, George C.
Camsi

Cary Company, The
C.H. Erblsoeh Polska SP
Cominter
Commerce Ind. Chemical
Crozier Nelson Chemical
Deeks & Company
Dempsey Corporation
DKSH Malaysia Sdn Bhd
Dowd & Guild
DPL Trading (S) PTE. LTD
EICO s.r.l
Erteco
Farma International
Gulf Coast Chemical Corp.
Hirshberg Brothers
Hood, Abner, Inc.
Jachts Chemical & Container Corp
Jungbunzlauer Inc.
Kaufmann, E.W. Co.
Keller, Edward (Philippines) Inc.
Keyser & McKay
Kohyei Trading
Laguna Clay Company
Lake Chemicals & Min
Lavollee SA
Luzenac America
Molina Ricardo S.A.
National Pigments & Chemicals, Inc.
Parfusale AB
Pioma Chemicals
Proaindsa
Productos Quimicos Amster LTd.
P.T. Dwipar Loka Ayu
P.T. Hutchins Co, Ltd
Quantiq
Quimica Anders
Ravago Chemicals
Ritz Marketing LLC
Royal, H. M., Inc.
Seidlitz
Sevchem, Ltd
Shima Trading
Shine Team Global
Suan Farma
Union Chemical
Ziko Ltd.

Utilities
AT&T
Beatty Water & Sanitation District
Brightspeed
Casella
Constellation
Dominion Energy
Duke Energy
Geoffrey Jackson
Divine Health Water 4U
Interconn Resources
Keadles Septic Tank
National Grid
Port-o-Let
Robert James Mashaw
A-1 Port
Spectrum
Town of Robbins
Valley Electric
Valley Public Service Authority
Verizon
Village of Gouverneur

Government Authorities
Bureau of Alcohol, Tobacco, Firearms & Explosives
City of Kingston
Commission of Motor Vehicles
Commission of Labor
Delaware Div. of Revenue
Environmental Protection Agency
Jefferson Elementary School
Kern County Public Works Dept.
Mine Safety and Health Admin.
Minister of Revenue of Quebec
Moore County Tax Dept.
N.C. Dept. of Agriculture
N.C. Secretary of State
N.C. Dept. of Motor Vehicles
Nevada State Fire Marshall
New Mexico Taxation & Revenue Dept
New York State Sales Tax
North Carolina Dept. of Revenue
Nye County Treasurer
NYS Dept of Environmental Cons.
NYS Dept of Labor
Pension Benefit Guaranty Corp.
SC Dept. Health & Environmental Control
State Board of Equalization
Tennessee Secretary of State
The State of Nevada
Town of Dekalb
Town of Diana
Town of Edwards
Town of Fowler
Town of Gouverneur
Town of Hermon
Town of Macomb
Town of Pitcairn

Town of Robbins
U.S. Department of Conservation
U.S. Department of Interior, Bureau of Land Management
U.S. Department of Transportation
Village of Gouverneur

Insurers
ACE American
ACE Property & Casualty Insurance Company
AIG Specialty Insurance Company
AIU Insurance Company
Arrowood Indemnity Company
Ascot Specialty Insurance Company
Cavello Bay Reinsurance Limited
Century Indemnity Company
Coaction Specialty Management Company, Inc.
Columbia Casualty Company
Continental Casualty Company
Everest Reinsurance Company
Fireman's Fund Insurance Company
First State Insurance Company
Government Employees Insurance Company
Granite State Insurance Company
Hamilton Syndicate 4000 at Lloyd's
Harbor Insurance Company
Hartford Accident and Indemnity Company
HDI Global Insurance Company
Lloyd's Syndicate
Munich Reinsurance America, Inc.
Mutual Marine Office, Inc.
National Union Fire Insurance Company of Pittsburgh, PA
Old Republic Insurance Company
River Thames Insurance Company Limited
Starr Indemnity & Liability Company
Starr Surplus Lines
The American Insurance Company
The Central National Insurance Company of Omaha
The Continental Insurance Company,
The Manhattan Marine and Fire Insurance Co.
TIG Insurance Company
Travelers Casualty and Surety Company
Twin City Fire Insurance Company
Westport Insurance Corporation
Winterthur Swiss Insurance Company
Yasuda Fire & Marine Insurance Company (UK) Limited
Zurich North America and Fidelity & Deposit Company of Maryland
Pacific Employers Insurance company ("PEIC")

Surety Bonds
Fidelity and Deposit Company of Maryland
Hartford Fire Insurance Company
The Guarantee Company of North America

Restructuring Professionals
Applied Business Strategy LLC
Bond, Schoeneck & King PLLC
Greenhill & Co.
Jones Day
Kurtzman Carson Consultants, LLC dba Verita Global

Other Consultants & Advisors
Gordon & Rees, LLP
Henderson & Associates, Inc.
Norris, McLaughlin & Marcus, P.A.
O'Sullivan McCormack Jensen & Bliss
Polales Horton LLP
Steptoe & Johnson LLP
Stites & Harbison Attorneys
Thigpen and Jenkins, L.L.P.

Other Parties
Commodore Materials Funding, LLC
Commodore Materials. LLC
Paul Vanderbilt

Lessors/Lessees
Barkley Solar, LLC
Baruch Charles Street, LLC
Clearwater Solar, LLC
Earls Solar, LLC
Flagstar Financial & Leasing, LLC
Harley Solar, LLC
NJZ Mines, Inc.
Ricoh USA, Inc.
Signature Financial LLC
Southern Current Development I, LLC
Southern Current LLC
Tower Ventures, LLC

United States Bankruptcy Judges for the Northern District of New York (and Key Staff Members)
Patrick G. Radel
Robert E. Littlefield, Jr.
Wendy A. Kinsella

United States Trustee's Office for the Northern District of New York (and Key Staff Members)
Erin Champion
Paula M. Barbaruolo

Independent Special Committee Legal Counsel
Katten Muchin Rosenman LLP

Schedule 2 to Lamken Declaration

(Connections Check Summary)

Known Party In Interest	Relationship to Debtor	Relationship to MoloLamken	Notes and Explanations
JPMorgan Chase Bank, N.A.	Banks	Current Adverse Prior Adverse	MoloLamken is currently adverse to JPMorgan Chase Bank, N.A. MoloLamken was also adverse to JPMorgan Chase Bank, N.A. on several matters that have ended.
Wells Fargo Bank, N.A.	Banks	Current Adverse Prior Adverse Lateral Client Vendor	MoloLamken is currently adverse to Wells Fargo Bank, N.A. MoloLamken was also adverse to Wells Fargo Bank, N.A. on several matters that have ended. A MoloLamken attorney represented Wells Fargo Bank, N.A. while employed at another firm.
Lanier Law Firm, PLLC	Primary Plaintiff Counsel	Potential Client	In 2021, MoloLamken was considered for a representation of the Lanier Law Firm.
Crane Co.	Frequent Co-Defendants	Lateral Client	A MoloLamken attorney represented Crane Co. while employed at another firm.
Honeywell International	Frequent Co-Defendants	Potential Client (subsidiary)	In 2019, MoloLamken was considered for a representation of a spin-off of Honeywell International, Inc. and was not ultimately engaged.
Paramount Global	Frequent Co-Defendants	Prior Adverse	MoloLamken represented a party in a matter adverse to Paramount Global. The engagement has ended.
Pfizer Inc	Frequent Co-Defendants	Current Adverse Prior Adverse	MoloLamken is currently adverse to Pfizer Inc. MoloLamken was also adverse to Pfizer in a matter that has ended.
Uline	Vendors	Vendor	
Verizon Wireless	Vendors	Vendor	
AT&T	Utilities	Current Client Vendor	AT&T is a current client.
Spectrum	Utilities	Vendor	
Verizon	Utilities	Current Client Prior Adverse	Verizon is a current client. MoloLamken was also adverse to Verizon on matters that have ended.

Known Party In Interest	Relationship to Debtor	Relationship to MoloLamken	Notes and Explanations
Environmental Protection Agency	Government Authorities	Prior Adverse	MoloLamken represented a client in a matter where the Environmental Protection Agency was an adverse party. The engagement has ended.
Pension Benefit Guaranty Corp.	Government Authorities	Vendor Potential Client	MoloLamken was previously considered for a representation of the Pension Benefit Guaranty Corporation and was not ultimately engaged.
Arrowood Indemnity Company	Insurers	Prior Adverse	MoloLamken represented a party in a matter adverse to Arrowood Indemnity Company. The engagement has ended.
Fireman's Fund Insurance Company	Insurers	Potential Client	MoloLamken was previously considered for a representation of Fireman's Fund Insurance Company and was not ultimately engaged.
Government Employees Insurance Company	Insurers	Prior Adverse	MoloLamken represented a party in a matter adverse to Government Employees Insurance Company. The engagement has ended.
National Union Fire Insurance Company of Pittsburgh, PA	Insurers	Current Adverse Prior Adverse	MoloLamken is currently adverse to National Union Fire Insurance Company of Pittsburgh, PA. MoloLamken was also adverse to National Union Fire Insurance Company of Pittsburgh, PA in a matter that has ended.
Kurtzman Carson Consultants, LLC dba Verita Global	Restructuring Professionals	Potential Client	In 2022, MoloLamken was considered for a representation of Kurtzman Carson Consultants and was not ultimately engaged.
Steptoe & Johnson LLP	Other Consultants & Advisors	Vendor	
Ricoh USA, Inc.	Lessors/Lessees	Vendor	

Exhibit C

(Weaver Declaration)

IN THE 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.	)	

DECLARATION OF LINDA WEAVER IN SUPPORT OF APPLICATION FOR ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF MOLOLAMKEN LLP AS AMICUS COUNSEL FOR THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF VANDERBILT MINERALS, LLC, *NUNC PRO TUNC* TO SEPTEMBER 11, 2026

Pursuant to 28 U.S.C § 1746, I, Linda Weaver, hereby declare:

1. I was appointed by the U.S. Trustee as a member of the Official Committee of Unsecured Creditors of Vanderbilt Minerals, LLC (the "Committee"). I was named as the Chairperson by the Committee. In such capacity, I was part of the process and involved in selecting and engaging counsel for the Committee.

2. I have reviewed and am familiar with the contents of the *Application for Order Authorizing the Employment and Retention of MoloLamken LLP as Amicus Counsel for the Official Committee of Unsecured Creditors of Vanderbilt Minerals, LLC, Nunc Pro Tunc to September 11, 2026* (the "Application").[2] In support of the Application, the Committee relies upon the Lamken Declaration, which is attached to the Application as **Exhibit B**.

[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 and not otherwise defined herein have the meanings ascribed to them in the Application.

3. In consultation with counsel, the Committee selected MoloLamken LLP ("MoloLamken") because of MoloLamken's extensive appellate and litigation experience, including in connection with representing official committees of creditors in large, complex Chapter 11 bankruptcy cases, as set forth in the Application and Lamken Declaration, and MoloLamken's ability to assist the Committee on an abbreviated timeline.

4. I understand that since the Committee's appointment, MoloLamken is familiar with the Committee, its goals, the Debtor, and many of the potential legal issues that may arise in the context of this Chapter 11 Case. For these reasons, the Committee believes that MoloLamken is well-qualified and uniquely able to represent the Committee in this Case in an efficient and timely manner.

5. The members of the Committee reviewed MoloLamken's standard rates for bankruptcy services, as set forth in the Application. Based upon representations made to the Committee by MoloLamken, I understand that those rates are generally consistent with MoloLamken's rates for comparable non-bankruptcy engagements and the billing rates and terms of other comparably skilled firms for providing similar services. Based on this, the representations of MoloLamken, and the experience of the Committee members' individual counsel in both the bankruptcy field and in other fields in which the Debtor operate, the Committee believes these rates are reasonable.

6. The Committee will review all applications for compensation submitted by MoloLamken to ensure that MoloLamken's fees and costs are consistent with budget, appropriate in scope and amount, and that there has been no duplication with the Committee's other professionals.

7. The facts set forth in this Declaration are based upon my personal knowledge, my review of the relevant documents, information provided to me or verified by Committee counsel, and my personal opinion based upon my experience, knowledge, and information provided to me. I am authorized to submit this Declaration on behalf of the Committee, and if called upon to testify, I would testify competently to the facts set forth herein.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States, that the foregoing statements are true and correct.

Dated: October 2, 2026

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

/s/ Linda Weaver
Linda Weaver, solely in her capacity as Chairperson of the Official Committee of Unsecured Creditors of Vanderbilt Minerals, LLC, and not in her personal capacity