Docket #0219 Date Filed: 03/23/2026

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

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

CERTIFICATION OF COUNSEL
REGARDING FINAL ORDER ESTABLISHING ADEQUATE ASSURANCE PROCEDURES WITH RESPECT TO THE DEBTOR'S UTILITY PROVIDERS

The undersigned proposed counsel for the above-captioned debtor and debtor in possession (the "Debtor") hereby certifies that:

1. On February 16, 2026, the Debtor filed the *Motion of the Debtor and Debtor in Possession to Establish Adequate Assurance Procedures with Respect to the Debtor's Utility Providers* [Docket No. 7] (the "Utility Motion").

2. On February 18, 2026, the Court entered its *Interim Order Establishing Adequate Assurance Procedures with Respect to the Debtor's Utility Providers* [Docket No. 49] (the "Interim Utility Order"). The Interim Utility Order set March 23, 2026 at 12:00 p.m. (ET) as the deadline to file objections or responses to the relief sought in the Utility Motion (the "Objection Deadline") and set a further hearing on the Utility Motion for March 24, 2026 at 9:59 a.m. (the "Final Hearing").

3. On March 5, 2026, Constellation NewEnergy, Inc., Dominion Energy South Carolina, Inc., Niagara Mohawk Power Corporation d/b/a National Grid, and Yankee Gas Services Company d/b/a Eversource (collectively, the "Certain Utilities") filed an objection to

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

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the Utility Motion [Docket No. 130] (the "Certain Utilities Objection"). The Debtor was able to reach a mutually acceptable resolution with the Certain Utilities and, on March 12, 2026, the Certain Utilities filed a notice of withdrawal of the Certain Utilities Objection [Docket No. 166]. With the exception of the now-resolved Certain Utilities Objection, no party in interest filed an answer, objection, or other responsive pleading opposing the relief requested in the Utility Motion on the Court's docket prior to the Objection Deadline.

4. Attached hereto as **Exhibit A** is a proposed form of order approving the Utility Motion on a final basis (the "Proposed Final Order").

5. Because the relief requested in the Utility Motion is unopposed, the Debtor respectfully submits that the Final Hearing is no longer necessary, and respectfully requests that the Court enter the Proposed Final Order at its earliest convenience.

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Dated: March 23, 2026
Syracuse, New York

Respectfully submitted,

/s/ Charles J. Sullivan

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Proposed Counsel for the Debtor and Debtor in Possession

EXHIBIT A

Proposed Final Order

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

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

FINAL ORDER ESTABLISHING ADEQUATE ASSURANCE PROCEDURES WITH RESPECT TO THE DEBTOR'S UTILITY

Upon the *Motion of the Debtor and Debtor in Possession to Establish Adequate Assurance Procedures with Respect to the Debtor's Utility Providers* (the "Motion"),[1] filed by the above-captioned debtor and debtor in possession (the "Debtor"); the Court having reviewed the Motion and the First Day Declaration and having considered the statements of counsel and the evidence adduced with respect to the Motion at a hearing before the Court, if any (the "Hearing"); the Court having entered the interim order [Docket No. 49]; the Court having

[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.

[1] Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b); (iv) notice of the Motion and the Hearing was sufficient under the circumstances; (v) the relief requested in the Motion is necessary and appropriate to prevent immediate and irreparable harm to the Debtor's business operations and will serve to protect and preserve the Debtor's estates for the benefit of all stakeholders and, thus, cause exists to permit such payments to be made immediately notwithstanding Bankruptcy Rule 6003 and (vi) there is good cause to waive the 14-day stay imposed by Bankruptcy Rule 6004(h) to the extent that it is applicable and the Court having determined that the legal and factual bases set forth in the Motion and the First Day Declaration and at the Hearing establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein on a final basis.

2. Subject to the procedures described below, no Utility Company, including any Additional Utility Company, may (i) alter, refuse, terminate or discontinue utility services to and/or discriminate against, the Debtor on the basis of the commencement of these Chapter 11 Cases or on account of outstanding prepetition invoices or (ii) require additional assurance of payment, other than the Proposed Adequate Assurance, as a condition to the Debtor receiving such Utility Services.

3. The Debtor shall deposit, as adequate assurance, $97,715.00 into a segregated account (the "Adequate Assurance Deposit") within 20 days of the Petition Date.

4. The Adequate Assurance Procedures set forth below and the Adequate Assurance Deposit, in conjunction with the Debtor's ability to pay for future Utility Services

in the ordinary course of business (collectively, the "Proposed Adequate Assurance"), constitute sufficient adequate assurance of future payment to the Utility Companies to satisfy the requirements of section 366 of the Bankruptcy Code.

5. The following Adequate Assurance Procedures are approved in all respects:

(a) Any Utility Company desiring assurance of future payment for Utility Service beyond the Adequate Assurance Deposit must serve a request (an "Additional Assurance Request") on the following parties: (i) the Debtor, Vanderbilt Minerals, LLC, 33 Winfield Street, Norwalk, Connecticut 06855 (Attn: Jeffrey Brohel at jbrohel@vanderbiltminerals.com); (ii) proposed counsel to the Debtor, Jones Day, 901 Lakeside Avenue, Cleveland, Ohio 44114 (Attn: Heather Lennox at hlennox@jonesday.com and T. Daniel Reynolds at tdreynolds@jonesday.com); and (iii) proposed co-counsel to the Debtor, Bond, Schoeneck & King, PLLC, One Lincoln Center, 110 West Fayette Street, Syracuse, New York 13202 (Attn: Stephen A. Donato at sdonato@bsk.com, Charles J. Sullivan at csullivan@bsk.com and Grayson T. Walter at gwalter@bsk.com).

(b) Any Additional Assurance Request must (i) be made in writing; (ii) specify the amount and nature of assurance of payment that would be satisfactory to the Utility Company and the reasons why it is reasonable; (iii) set forth the location(s) for which Utility Services are provided and the relevant account number(s); (iv) describe any deposits, prepayments or other security currently held by the requesting Utility Company; (v) describe any payment delinquency or irregularity by the Debtor for the postpetition period, if any; and (vi) explain why the requesting Utility Company believes the proposed Adequate Assurance Deposit is not sufficiently adequate to assure future payment. Any Adequate Assurance Request that does not fully comply with the foregoing requirements shall be deemed invalid.

(c) Upon the Debtor's receipt of an Additional Assurance Request at the addresses set forth above, the Debtor shall have 30 days therefrom (the "Resolution Period") to negotiate with the requesting Utility Company to resolve its Additional Assurance Request. The Debtor and the applicable Utility Company also may agree to extend the Resolution Period by mutual agreement without further approval of the Court.

(d) The Debtor, in its discretion, may resolve any Additional Assurance Request by mutual agreement with the requesting Utility Company and without further order of the Court, and may, in connection with any such resolution, in its discretion, provide the requesting Utility Company with additional assurance of future payment in a form satisfactory to the Utility Company, including, but not limited to, cash deposits, prepayments and/or other forms of security, if the Debtor believes such additional assurance is reasonable, provided that any resolution to any Additional Assurance Request is in accordance with the Approved Budget (as defined in the DIP Financing Motion).

(e) If the Debtor determines that an Additional Assurance Request is not reasonable and is not able to resolve such request, the Debtor will request a hearing before this Court to determine the adequacy of assurances of payment made to the requesting Utility Company (the "Determination Hearing"), pursuant to section 366(c)(3)(A) of the Bankruptcy Code.[2]

(f) Pending the resolution of the Additional Assurance Request at a Determination Hearing, the Utility Company making such request shall be restrained from discontinuing, altering or refusing service to the Debtor.

6. All Utility Companies shall be deemed to have adequate assurance of payment under section 366 of the Bankruptcy Code and are prohibited from discontinuing, altering or refusing Utility Services unless and until (i) the Debtor, in its discretion and in accordance with the Approved Budget, agrees to an alternative assurance of payment with the Utility Company in resolution of an Additional Assurance Request or (ii) this Court enters an order at any Determination Hearing requiring that additional adequate assurance of payment be provided.

7. Nothing herein constitutes a finding that any entity is or is not a Utility Company hereunder or under section 366 of the Bankruptcy Code, whether or not such entity

[2] Section 366(c)(3)(A) of the Bankruptcy Code provides that, "[o]n request of a party in interest and after notice and a hearing, the court may order modification of the amount of an assurance of payment …." 11 U.S.C. § 366(c)(3)(A).

is listed on the Utility Service List. The Debtor has made no admissions as to any claims and have not waived the right to dispute any claims.

8. Subject to the terms of this Order, the Debtor is authorized, in their discretion, to amend the Utility Service List to add or remove any Utility Company.

9. This Order and the Adequate Assurance Procedures shall apply to any Additional Utility Company, regardless of when such Additional Utility Company is added to the Utility Service List. The Debtor shall promptly file and serve any amended Utility Service List on any Additional Utility Company that was added to the Utility Service List.

10. Promptly upon their discovery of an Additional Utility Company, the Debtor shall increase the Adequate Assurance Deposit by an amount equal to two weeks of the Debtor's average cost of utility expense for the Additional Utility Company, net of any prepetition deposits or other similar forms of adequate assurance of payment already provided to the Additional Utility Company, provided, however, the Resolution Period applicable to an Additional Utility Company shall be the 30-day period following the Debtor's receipt of an Additional Assurance Request from such Additional Utility Company, provided that such Resolution Period may be extended by mutual agreement of the Debtor and the applicable Additional Utility Company without further approval of the Court.

11. Prior to removal of a Removed Account from the Utility Service List, the Debtor shall promptly (i) notify the entity at which the Removed Account is held of the intended removal and (ii) make payment to such entity of any amount due and owing with respect to the Removed Account (such amount, the "Outstanding Payable"), as such amount is determined by the Debtor.

12. To the extent that an entity asserts that the Debtor's remittance of the Outstanding Payable is insufficient in any way (an "Outstanding Payable Assertion") (i) such assertion shall be subject to the Adequate Assurance Procedures and (ii) the Resolution Period applicable to such entity shall be the 30-day period following the Debtor's receipt of an Outstanding Payable Assertion from such entity, provided that such Resolution Period may be extended by agreement of the Debtor and such entity or approval of the Court.

13. If the Utility Company to a Removed Account fails to assert an Outstanding Payable Assertion by the later of fourteen days from (i) receipt of notice of removal of such Removed Account and (ii) receipt of any applicable Outstanding Payable, the Debtor shall decrease the Adequate Assurance Deposit by an amount equal to two weeks of the Debtor's average cost of services with respect to such Removed Account, net of any prepetition deposits or other similar forms of adequate assurance of payment already provided to the Removed Account, provided, however, that prior to resolution of an Outstanding Payable Assertion, the Debtor shall not decrease the Adequate Assurance Deposit with respect to such Removed Account. If an Outstanding Payable Assertion is not resolved within the Resolution Period (as may be extended), the Debtor shall request a hearing before this Court. The Debtor shall promptly file and serve any amended Utility Service List on any Utility Company that was removed from the Utility Service List.

14. The Adequate Assurance Deposit shall automatically, without further Court order, be available to the Debtor upon the effective date of a chapter 11 plan of the Debtor or on the consummation of a sale, pursuant to section 363 of the Bankruptcy Code, of all or substantially all the assets of the Debtor; provided, however, that (i) the Debtor shall provide

fourteen days' notice thereof to the Utility Companies and (ii) the Debtor does not receive a response to such notice by such deadline.

15. This Order shall be immediately effective and enforceable upon its entry. To the extent that it may be applicable, the 14-day stay imposed by Bankruptcy Rule 6004(h) and any notice requirements of Bankruptcy Rule 6004(a) are hereby waived.

16. The requirements of Bankruptcy Rule 6003(b) have been satisfied with respect to the payments authorized by this Order.

17. The Debtor is authorized and empowered to take all actions necessary to implement the relief granted in this Order.

18. This Court shall retain jurisdiction over any and all matters arising from or related to the implementation or interpretation of this Order.

19. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtor's designation of any particular check or electronic payment request as being approved by this Order.

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