IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: SEARLES VALLEY MINERALS INC., *et al.,* [1] Debtors.	Chapter 11 Case No. 26-10966 (BLS) (Jointly Administered) **Related Docket Nos. 12, 15**

NOTICE OF 30(b)(6) DEPOSITION OF SEARLES VALLEY MINERALS, INC. IN CONNECTION WITH THE MOTION OF DEBTORS FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION FINANCING; (B) CONTINUE TO ACCESS FINANCING UNDER ITS RECEIVABLES FACILITY; AND (C) UTILIZE CASH COLLATERAL; (II) GRANTING ADEQUATE PROTECTION TO THE PREPRETITION SECURED LENDER; (III) MODIFYING THE AUTOMATIC STAY; (IV) SCHEDULING FINAL HEARING AND (V) GRANTING RELATED RELIEF [DOCKET NO. 15] AND THE MOTION OF THE DEBTORS FOR ENTRY OF INTERIM AND FINAL ORDERS AUTHORIZING THE DEBTORS TO ASSUME SODA ASH SUPPLY AND LIQUIDITY AGREEMENT AND OBTAIN FINANCING THEREUNDER [DOCKET NO. 12]

Pursuant to Rules 26 and 30(b)(6) of the Federal Rules of Civil Procedure, as made applicable to this proceeding by Rules 7026 and 7030 of the Federal Rules of Bankruptcy Procedure, and the corresponding Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, the Official Committee of Unsecured Creditors of Searles Valley Minerals, Inc, (the "**Committee**") in

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number or business identification number, as applicable, are: Searles Valley Minerals Inc. (9263); Trona Railway Company LLC (3177); and Searles Domestic Water Company LLC (N/A). The location of Searles Valley Mineral Inc.'s corporate headquarters and the Debtors' service address is 9401 Indian Creek Parkway, Suite 1000, Overland Park, Kansas 66210.

the above-captioned chapter 11 case, by its attorneys, will take the deposition upon oral examination of Searles Valley Minerals, Inc. ("**SVM**" or the "**Debtor**") through one or more directors, officers, or other representatives who shall be designated to testify on behalf of the Debtor, regarding the subject matters set forth in the attached **Schedule A**, in connection with the hearing on the *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing; (B) Continue to Access Financing Under its Receivables Facility; and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Lender; (III) Modifying the Automatic Stay; (IV) Scheduling Final Hearing and (V) Granting Related Relief* [Docket No. 15] (the "**DIP Motion**") and the *Motion of the Debtors for Entry of Interim and Final Orders Authorizing the Debtors to Assume Soda Ash Supply and Liquidity Agreement and Obtain Financing Thereunder* [Docket No. 12] (the "**Supply Motion**"). The Committee requests that the Debtor provide written notice at two (2) business days before the deposition of the name(s) and position(s) of the individual(s) designated to testify on the Debtor's behalf, and the specific subject matters listed on **Schedule A** to which each such designee will testify.

PLEASE TAKE FURTHER NOTICE that the deposition shall commence on at a date, time and location to be agreed upon, and shall continue thereafter until the deposition has been completed. The deposition will be taken before a notary public or other duly qualified officer authorized to administer oaths. The deposition will be recorded stenographically and may also be recorded by audiovisual means.

This the 10th day of July, 2026

Respectfully submitted,

WOMBLE BOND DICKINSON (US) LLP

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Proposed Counsel for the Official Committee of Unsecured Creditors

SCHEDULE A

DEFINITIONS, RULES OF CONSTRUCTION, & IDENTIFICATION OF TOPICS FOR EXAMINATION

For the purposes of this Notice, the following definitions and rules of construction shall apply:

DEFINITIONS & RULES OF CONSTRUCTION[2]

1. "All" shall include the collective as well as the singular and shall mean "each," "any," and "every" and these terms shall be interchangeable.

2. "Bankruptcy Case" means collectively the Chapter 11 bankruptcy cases of Searles Valley Minerals, Inc., et al., filed in the U.S. Bankruptcy Court District of Delaware, jointly administered under Case No. 26-10966.

3. "Board" refers to the Board of Directors of SVM.

4. "Committee" refers to the Official Committee of Unsecured Creditors appointed in the Bankruptcy Case.

5. "Communication" shall mean any manner of disclosures, transfer, exchange, and any disclosure, transfer or exchange of information whether orally or by Documents, or whether face to face, by telephone, electronic mail, mail, facsimile or personal delivery.

6. "Debtor," "Searles," the "Company," "SVM," or "You" or "Your" shall mean Searles Mineral Valley, Inc., and any of its affiliates, divisions, subgroups, parent

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[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Objection to the DIP Motion and the Supply Motion (Docket No. 161 in the Bankruptcy Case).

corporations, predecessors in interest, successors, assignees, agents, legal representatives, trustees, attorneys, consultants, and all representatives and other persons acting on its behalf.

7. “Debtor Entities” shall refer to, collectively, SVM, Trona Railway Company LLC, and Searles Domestic Water Company LLC, the three entities that are debtors in these Bankruptcy Case.

8. “Demand Line Facility” shall have the same means as the term is defined in Paragraph 24 of the Frankum Declaration.

9. “DIP Motion” shall mean the *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing; (B) Continue to Access Financing Under its Receivables Facility; and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Lender; (III) Modifying the Automatic Stay; (IV) Scheduling Final Hearing and (V) Granting Related Relief (*Docket No. 15).

10. “DIP Order” shall refer to Docket No. 59 in the Bankruptcy Case.

11. “DIP Credit Agreement” shall refer to Ex. 2 of the DIP Order.

12. “DIP Facility” shall refer to the loan facility that the Debtors seek to approve through the DIP Motion.

13. “Document” shall have the broadest possible meaning under Rule 34(a) of the Federal Rules of Civil Procedure (as made applicable by Rule 7034 of the Federal Rules of Bankruptcy Procedure), and shall include, without limitation, all media on which information is recorded or stored, including, without limitation, any written, printed, typed,

photostatic, photographed, magnetic or optical local storage media for use with computers, recorded or otherwise reproduced communication or representation, whether comprised of letters, words, numbers, pictures, sounds or symbols or any combination thereof, including but not limited to all writings, drawings, graphs, charts, photographs, audio and visual recordings, microfilm, data compilations, computer databases, underlying documents supporting computer entries, computer diskettes, CD-ROM, electronic mail or "email," file menus, directories, distribution lists, acknowledgments of receipt, correspondence, memoranda, notes, records, letters, envelopes, telegrams, messages, studies, analyses, agreements, contracts, projects, estimates, working papers, summaries, statistical statements, financial statements, work papers, accounts, analytical records, reports and/or summaries of investigations, opinions or reports of consultants, opinions of reports of accountants, other reports, trade letters, press releases, comparisons, books, diaries, calendars, articles, magazines, newspapers, booklets, brochures, pamphlets, circulars, bulletins, notices, forecasts, drawings, diagrams, instructions, minutes of meetings or of other communications of any type, including telephone conversations, inter- and intra-office communications of any type, questionnaires, surveys, films, tapes, computer tapes, back up computer tapes, disks, data cells, drums, printouts, and other data compilations from which information can be obtained (translated, if necessary, by the responding entity into usable form), and any preliminary versions, drafts, or revisions of any of the foregoing, and other writings or documents of whatever description or kind, whether produced or authorized by you or anyone else, including non-identical copies of any of the foregoing now in your possession, custody, or control.

14. "Frankum Declaration" shall refer to Doc. No. 17 in the Bankruptcy Case.

15. "Guarantee No. 1" shall refer to the May 1, 2026 Corporate Guarantee given by Nirma to HSBC.

16. "Guarantee No. 2" shall refer to the June 12, 2026 Corporate Guarantee given by Nirma to HSBC.

17. "HSBC" shall refer to HSBC Bank USA, N.A.

18. "Independent Committee" shall have the same meaning as said term is defined in Docket No. 17.

19. "Independent Director" shall refer to John S. Dubel.

20. "JP Morgan Debt" shall refer to the $75 million term loan that SVM had with JP Morgan.

21. "KHI" shall refer to Karnavati Holdings, Inc., the parent company of SVM.

22. "Navin" shall refer to Navin Overseas FCZ.

23. "Nirma" shall refer to Nirma Limited, the parent company of Karnavati Holdings, Inc and the grandparent of SVM.

24. "Nirma Advances" shall refer to those purported monetary pre-petition advances made by Nirma to SVM for which Nirma is now receiving VBOR pursuant to the DIP Credit Agreement in the amounts set forth in Exhibit C thereto.

25. "Ocular" shall refer to Ocular Enterprise Private Limited.

26. "Petition Date" means June 15, 2026.

27. "Receivables Facility" shall have the same meaning as that term is defined in Paragraph 26 of the Frankum Declaration.

28. “Ring-Fenced Assets” shall refer to those assets, divisions, companies, businesses and/or organizations that will become a part of Ocular as described in Nirma’s Scheme of Arrangement.[3]

29. “SDWC” shall refer to Searles Domestic Water Company LLC.

30. “Supply Agreement” shall have the same meaning as said term is defined in the Supply Motion.

31. “Supply Facility” shall refer to the supply facility covered by the Supply Motion.

32. “Supply Motion” shall refer to Docket No. 12 in the Bankruptcy Case.

33. “Supply Order” shall refer to Docket No. 50 in the Bankruptcy Case.

34. “TATA” shall refer to TATA Chemicals North America Inc.

35. “Trona” shall refer to Trona Railway Company LLC.

36. “VBOR Transactions” shall refer to SVM’s supply of VBOR to Nirma as set forth in the DIP Facility, the DIP Order and the DIP Credit Agreement.

37. The terms “relating to” or “concerning” each mean, in addition to their usual and customary meanings, concerning, relating to, discussing, mentioning, evidencing, embodying, constituting, effecting, referring to, assessing, recording, analyzing, describing, evaluating, memorializing, about, regarding, touching upon, listing, or reflecting the matters specified herein.

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[3] . The Scheme of Arrangement document may be found at https://nirma.co.in/wp-content/uploads/2026/05/Draft-Scheme-of-Demerger.pdf

38. The singular form of a word shall include the plural form, and the plural form shall include the singular form.

39. The use of the present tense includes the past tense, the use of the past tense shall include the present tense, and the use of any verb in any tense shall be construed as including the use of that verb in all other tenses.

TOPICS FOR EXAMINATION

1. SVM's decision to try to sell its assets prior to January 2026, and steps taken in connection therewith.

2. The DIP Facility, including those involved in the negotiations of the terms of the DIP Facility and the DIP Order; the negotiations of the DIP Facility and the DIP Order; and the terms of the DIP Facility and the DIP Order.

3. SVM's Board of Directors, its meetings and minutes.

4. SVM's Independent Director and Independent Committee.

5. SVM's transactions with Nirma, the Nirma Advances and SVM's use of the Nirma Advances.

6. SVM's decision to file a voluntary bankruptcy petition for itself and for Trona and SDWC, including communications with KHI and/or Nirma regarding the same.

7. SVM's loans with KHI and its use of the proceeds of said loans.

8. SVM's business activities related to any Ring-Fenced Assets.

9. SVM's loans cross-collateralized and/or guaranteed by Nirma, KHI or any Ring-Fenced Assets.

10. SVM's unencumbered assets, including any causes of action it may have, the value of said unencumbered assets as of the Petition Date, and any efforts to value said assets.

11. KHI's non-Debtor affiliates and KHI's relationship with the Ring-Fenced Assets.

12. The budget attached to the DIP Motion.

13. The budgeting of claims payable under section 503(b)(9) of the Bankruptcy Code.

14. The budgeting of administrative expense claims, post-petition operating expenses and post-petition accounts payable.

15. The negotiation of the Carve-Out under the budget attached to the DIP Motion.

16. The VBOR Transactions at issue in the Bankruptcy Case, and the Debtors' production, sale and transportation of VBOR before the Petition Date to Nirma and/or Navin.

17. The negotiations of the Supply Agreement with TATA.

18. The terms of the Supply Agreement with TATA.

19. The terms of any supply arrangements or agreements with TATA that existed before the Petition Date and/or before the Supply Agreement.

20. TATA's consent rights under the Supply Agreement.

21. The liens granted to KHI and/or Nirma under the DIP Motion and the DIP Order, including the collateral thereof.

22. The pre-petition modifications of the limited liability company agreements for any of the Debtor Entities.

23. The JP Morgan Debt, including the decision to pay off the debt and the source of the funds used to pay off the debt.

24. SVM's decision to enter into the Demand Line Facility, including increasing the balance that previously existed.

CERTIFICATE OF SERVICE

I, Matthew P. Ward, do hereby certify that a copy of the *Notice of 30(b)(6) Deposition of Searles Valley Minerals, Inc. in Connection with the Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing; (B) Continue to Access Financing Under its Receivables Facility; and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to the Prepretition Secured Lender; (III) Modifying the Automatic Stay; (IV) Scheduling Final Hearing and (V) Granting Related Relief [Docket No. 15] and the Motion of the Debtors for Entry of Interim and Final Orders Authorizing the Debtors to Assume Soda Ash Supply and Liquidity Agreement and Obtain Financing Thereunder [Docket No. 12]* was served (1) via electronic mail on July 10, 2026 on Jason.Liberi@skadden.com; Destiny.Almogue@skadden.com; Jennifer.Madden@skadden.com; James.Mazza@skadden.com; and Kimberly.LaMaina@skadden.com; (2) via electronic mail on July 11, 2026 on those parties listed on the attached Service List; and (3) on July 11, 2026 on those parties registered to receive electronic notices via the Court's CM/ECF electronic noticing system.

This the 11th day of July, 2026.

/s/ Matthew P. Ward
Matthew P. Ward (No. 4471)

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