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*Proposed Co-Counsel to the Debtors and Debtors in Possession*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION**

In re:	)	Chapter 11
	)	
ENVIVA INC., <i>et al.</i> ,	)	Case No. 24-10453 (BFK)
	)	
Debtors. <sup>1</sup>	)	(Jointly Administered)
	)	

**DEBTORS' APPLICATION FOR ENTRY  
OF AN ORDER AUTHORIZING THE RETENTION  
AND EMPLOYMENT OF VINSON & ELKINS L.L.P.  
AS ATTORNEYS FOR THE DEBTORS AND DEBTORS  
IN POSSESSION EFFECTIVE AS OF THE PETITION DATE**

The above-captioned debtors and debtors in possession (collectively, the “*Debtors*”) file this *Application for Entry of an Order Authorizing the Retention and Employment of Vinson & Elkins L.L.P. as Attorneys for the Debtors and Debtors in Possession Effective as of the Petition Date* (this “*Application*”) for entry of an order (the “*Order*”), substantially in the form attached

<sup>1</sup> Due to the large number of Debtors in these jointly administered chapter 11 cases, a complete list of the Debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list may be obtained on the website of the Debtors’ claims and noticing agent at [www.kccllc.net/enviva](http://www.kccllc.net/enviva). The location of the Debtors’ corporate headquarters is: 7272 Wisconsin Avenue, Suite 1800, Bethesda, MD 20814.



hereto as **Exhibit A**, authorizing the Debtors to retain and employ Vinson & Elkins L.L.P. (“***V&E***”) as their counsel as of the Petition Date (as defined below). In support of this Application, the Debtors submit the *Declaration of David S. Meyer in Support of Application for Entry of an Order Authorizing the Retention and Employment of Vinson & Elkins LLP as Counsel for the Debtors and Debtors in Possession Effective as of the Petition Date*, attached hereto as **Exhibit B-1** (the “***Meyer Declaration***”) and the *Declaration of Jason E. Paral in Support of Application for Entry of an Order Authorizing the Retention and Employment of Vinson & Elkins LLP as Counsel for the Debtors and Debtors in Possession Effective as of the Petition Date*, attached hereto as **Exhibit B-2** (the “***Retention Declaration***”), and in support respectfully submit the following:

### **JURISDICTION AND VENUE**

1. The United States Bankruptcy Court for the Eastern District of Virginia (the “***Court***”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “***Bankruptcy Rules***”), to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 327(a) and 330 of title 11 of the United States Code (the “***Bankruptcy Code***”), Bankruptcy Rules 2014 and 2016,

and rules 2014-1 and 2016-1 of the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia.

### **BACKGROUND**

4. Enviva Inc. and its Debtor and non-Debtor subsidiaries (collectively, the “*Company*”) are the world’s largest producer of industrial wood pellets, a renewable and sustainable energy source produced by aggregating a natural resource—wood fiber—and processing it into a transportable form. The Company owns and operates ten industrial-scale wood pellet production plants located in Virginia, North Carolina, South Carolina, Georgia, Florida, and Mississippi. The Company exports its wood pellets through owned and leased deep-water marine terminals to customers in the United Kingdom, the European Union, and Japan who purchase the wood pellets through long-term, take-or-pay offtake contracts with the Company.

5. On March 12, 2024 (the “*Petition Date*”), the Debtors each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On March 14, 2024, the Court entered an order authorizing the procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). *See* Docket No. 84. On March 25, 2024, the Office of the United States Trustee appointed an official committee of unsecured creditors (the “*Committee*”). *See Appointment of Unsecured Creditors Committee* [Docket No. 172]. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases.

6. Additional information regarding the Debtors and these chapter 11 cases, including the Debtors’ business operations, capital structure, financial condition, and the reasons for and

objectives of these chapter 11 cases, is set forth in the *Declaration of Glenn Nunziata in Support of Chapter 11 Petitions* [Docket No. 27] (the “*First Day Declaration*”).<sup>2</sup>

### **RELIEF REQUESTED**

7. By this Application, the Debtors seek entry of the Order, substantially in the form attached hereto as **Exhibit A**, authorizing the retention and employment of V&E as their counsel in accordance with this Application and the terms and conditions set forth in that certain engagement letter, dated January 23, 2024 (the “*Engagement Letter*”), a copy of which is attached as **Schedule 1** to **Exhibit B-1** hereto and incorporated herein by reference.<sup>3</sup>

### **V&E’S QUALIFICATIONS**

8. V&E has represented the Debtors on a variety of corporate, securities, transactional, and litigation matters since 2015. In August 2023, V&E commenced representing the Debtors in connection with their financing and restructuring efforts. Since that time, the Debtors and V&E have worked closely in an effort to respond to the Debtors’ financial circumstances, including by conducting an extensive review of the Debtors’ capital and organizational structure, advising the Company’s board of directors on its duties and governance matters, advising on the Company’s pre-petition “Raise the Bridge” process, engaging in negotiations concerning the Debtors’ restructuring alternatives, preparing documents related to these chapter 11 cases, and other related matters. In the course of this and prior work, V&E has become uniquely familiar with the Debtors’ business affairs, as well as many of the potential legal issues that might arise in the context of these chapter 11 cases.

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<sup>2</sup> Capitalized terms used but not otherwise defined in this Application shall have the meanings set forth in the First Day Declaration.

<sup>3</sup> The summary of the Engagement Letter provided herein is provided for informational purposes only. In the event of any inconsistency between the summary contained herein and the terms and provisions of the Engagement Letter, the terms of the Engagement Letter, to the extent approved by the Court in the Order, shall control.

9. The Debtors seek to retain V&E because, among other reasons, (a) V&E has extensive experience and knowledge in the field of debtors' protections, creditors' rights, and business reorganizations under chapter 11 of the Bankruptcy Code, (b) V&E is widely recognized for its expertise in handling corporate, capital markets, debt restructuring, and other transactions for companies in all industries, and (c) V&E has become very familiar with the Debtors' operations, business, capital structure, material agreements, and potential legal issues that may arise in the context of these chapter 11 cases. Accordingly, the Debtors believe that V&E is both well-qualified and uniquely able to represent the Debtors as their counsel in these chapter 11 cases pursuant to section 327(a) of the Bankruptcy Code.

**SERVICES TO BE PROVIDED**

10. It is anticipated that V&E will, among other things, render the following legal services:

- a. provide legal advice with respect to the Debtors' powers and duties as debtors in possession in the operation of their businesses and the management of estate property;
- b. prepare on behalf of the Debtors all necessary motions, answers, orders, reports, and other legal papers in connection with the administration of their bankruptcy estates;
- c. take necessary action on behalf of the Debtors to obtain approval of a disclosure statement and confirmation of a chapter 11 plan;
- d. advise the Debtors regarding tax matters;
- e. analyze proofs of claim filed against the Debtors and potential objections to such claims;
- f. analyze certain executory contracts and unexpired leases and potential assumptions, assignments, or rejections of such contracts and leases;
- g. represent the Debtors in connection with obtaining authority for debtor in possession financing and the continued use of cash collateral;
- h. advise the Debtors with respect to corporate and litigation matters as well as compliance with non-bankruptcy law;

- i. consult with the United States Trustee for the Eastern District of Virginia (the “*U.S. Trustee*”), the official committee of unsecured creditors appointed in the chapter 11 cases (the “*Committee*”), any other committees appointed in these chapter 11 cases, and all other creditors and parties in interest concerning the administration of these chapter 11 cases; and
- j. provide representation and all other legal services required by the Debtors in discharging their duties as debtors in possession or otherwise in connection with these chapter 11 cases.

### **PROFESSIONAL COMPENSATION**

11. V&E intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court’s approval and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court. V&E also intends to make a reasonable effort to comply with 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*.

12. The hourly rates and corresponding rate structure V&E will use in these chapter 11 cases are the same as, similar to, or less than the hourly rates and corresponding rate structure that V&E uses in other restructuring matters and in complex corporate, securities, and litigation matters. These hourly rates and corresponding rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and significant time pressures.

13. V&E operates in a national marketplace for legal services in which rates are driven by multiple factors relating to, among other things, the individual lawyer, his or her area of specialization, the lawyer and firm’s performance and reputation, and the nature of the work involved.

14. V&E's current hourly rates range from \$850 to \$2,050 per hour for attorneys and are \$570 to \$600 per hour for paraprofessionals and other timekeepers. V&E's hourly rates are set at a level designed to compensate V&E fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.<sup>4</sup> V&E's hourly rates and financial terms of its prepetition engagement are consistent with the hourly rates and financial terms of the Engagement Letter and the engagement proposed herein.

15. None of the professionals included in this engagement will vary the rate charged to the Debtors based on the geographic location of these chapter 11 cases. In addition, as described in **Exhibit B-2**, the Debtors have reviewed and approved V&E's standard rate structure and determined that it is appropriate and is not significantly different from (a) the rates that V&E charges for other non-bankruptcy representations or (b) the rates of other comparably skilled professionals.

16. It is V&E's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also V&E's policy to charge its clients only the amount actually incurred by V&E in connection with such items, except as to certain e-discovery services which are charged in accordance with V&E's engagement letters. Examples of expenses charged at the amounts actually incurred by V&E include postage, overnight mail,

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<sup>4</sup> For example, V&E increases the hourly billing rate of attorneys and paraprofessionals in the form of (a) step increases historically awarded in the ordinary course of business on the basis of advancing seniority and promotion and (b) periodic increases within each attorney's and paraprofessional's current level of seniority.

For the avoidance of doubt, V&E will conduct all postpetition work for the Debtors under the engagement proposed herein and at the rates set forth in the Meyer Declaration and consistent with the Engagement Letter.

courier delivery, transportation, computer-assisted legal research, photocopying, airfare, and lodging.

### **V&E'S PREPETITION COMPENSATION**

17. The Debtors paid V&E \$1,500,000.00 as an advance payment retainer pursuant to the terms of the Engagement Letter. During the 90-day period prior to the Petition Date, the Debtors paid to V&E aggregate advance payment retainers totaling \$8,299,847.90.

18. To the extent there are any additional fees and expenses that have been incurred prepetition but not yet applied against V&E's advance payment retainer, the amount of V&E's advance payment retainer will exceed the amount attributable to any such fees and expenses.

19. Pursuant to Bankruptcy Rule 2016(b), V&E has neither shared nor agreed to share (a) any compensation it has received or may receive from the Debtors with any other party or person, other than with V&E's professionals or (b) any compensation another person or party has received or may receive.

### **V&E'S DISINTERESTEDNESS**

20. To the best of the Debtors' knowledge, and except as otherwise set forth in this Application and in the accompanying Meyer Declaration, the partners, counsel, and associates of V&E (a) do not have any connection with any of the Debtors, their affiliates, their creditors, any other party in interest, the U.S. Trustee or any person employed in the office of the same, or any judge in the United States Bankruptcy Court for the Eastern District of Virginia or any person employed in the offices of the same; (b) are "disinterested persons," as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code; and (c) do not hold or represent any interest adverse to the Debtors' estates.

21. As disclosed in the Meyer Declaration, V&E has in the past represented, currently represents, and likely in the future will represent certain parties in interest in the chapter 11 cases.



Except as set forth in the Meyer Declaration, all such representations are or were in matters unrelated to the Debtors and the chapter 11 cases. Under Section 327(c) of the Bankruptcy Code, V&E is not disqualified from acting as counsel to the Debtors merely because it has represented or currently represents certain parties in interest in matters unrelated to the chapter 11 cases.

22. The Debtors understand that V&E will continue to conduct periodic conflicts analyses to determine whether it is performing or has performed services for any significant parties in interest in these chapter 11 cases and will promptly update the Meyer Declaration to disclose any material developments regarding the Debtors or any other pertinent relationships that come to V&E's attention.

### **NO DUPLICATION OF SERVICES**

23. It is necessary that the Debtors employ V&E to provide the foregoing professional services to support the Debtors' efforts to maximize the value of their assets. The Debtors believe that the services performed by V&E are distinct and specific, and will not duplicate or overlap with the services performed by the Debtors' other retained consultants and advisors. V&E understands that the Debtors have submitted, or intend to submit, separate applications to retain, among others, Kutak Rock LLP as co-counsel; Lazard Frères & Co. LLC, as investment banker; Alvarez & Marsal North America, LLC, as financial advisor; and Kurtzman Carson Consultants LLC, as claims and noticing agent; and may retain additional professionals during the term of the Engagement Letter and, as set forth in the Meyer Declaration, V&E will use reasonable efforts to work cooperatively with the Debtors to avoid duplication of services.<sup>5</sup>

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<sup>5</sup> The special committee of the Debtors' board of directors will also seek to engage Baker Botts LLP as special counsel in connection with the special committee's mandate.

**BASIS FOR RELIEF REQUESTED**

24. Section 327(a) of the Bankruptcy Code provides that a Debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title.

11 U.S.C. § 327(a).

25. Bankruptcy Rule 2014(a) requires that a retention application include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

FED. R. BANKR. P. 2014.

26. The Debtors submit that for all the reasons stated herein and in the Meyer Declaration, the retention and employment of V&E as the Debtors' counsel pursuant to section 327(a) of the Bankruptcy Code and Bankruptcy Rule 2014(a) is warranted.

**WAIVER OF MEMORANDUM OF POINTS AND AUTHORITIES**

27. The Debtors respectfully request that this Court treat this Application as a written memorandum of points and authorities or waive any requirement that this Application be accompanied by a written memorandum of points and authorities as described in Local Rule 9013-1(F).

**NOTICE**

28. Notice of this Application has been provided by delivery to the following parties or their counsel, as applicable: (a) the Assistant United States Trustee for the Eastern District of

Virginia; (b) the Debtors' 30 largest unsecured creditors (on a consolidated basis); (c) Davis Polk & Wardwell LLP as co-counsel to the Ad Hoc Group; (d) McGuireWoods LLP as co-counsel to the Ad Hoc Group; (e) McDermott Will & Emery LLP as counsel to the agent under the DIP Facility; (f) Cahill Gordon & Reindel LLP as counsel to the agent under the Senior Secured Credit Facility; (g) Kilpatrick Townsend & Stockton LLP as counsel to the indenture trustee under the 2026 Notes; (h) Kramer Levin Naftalis & Frankel LLP as counsel to the indenture trustees under the Bond Green Bonds and the Epes Green Bonds; (i) those persons who have formally appeared in these chapter 11 cases and requested service pursuant to Bankruptcy Rule 2002; (j) the United States Attorney's Office for the Eastern District of Virginia; (k) the Securities and Exchange Commission; (l) the Internal Revenue Service; (m) all applicable government agencies or other parties to the extent required by the Bankruptcy Rules or the Local Rules; (n) the Committee; and (o) the Governmental Authorities (collectively, the "*Notice Parties*"). In light of the nature of the relief requested in this Application, the Debtors submit that no further notice is necessary.

**NO PRIOR REQUEST**

29. No prior request for the relief sought in this Application has been made to this Court or any other court.

The Debtors respectfully request that the Court enter the Order, substantially in the form attached hereto as **Exhibit A**, and grant them such other and further relief to which the Debtors may be justly entitled.

Richmond, Virginia  
Dated: March 27, 2024

/s/ Jeremy S. Williams

**KUTAK ROCK LLP**

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Peter J. Barrett (VA 46179)  
Jeremy S. Williams (VA 77469)  
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tspears@velaw.com

*Proposed Co-Counsel for the Debtors and Debtors in Possession*

**EXHIBIT A**

**Proposed Order**

*Proposed Co-Counsel to the Debtors and Debtors in Possession*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION**

In re: ) Chapter 11  
 )  
ENVIVA INC., *et al.*, ) Case No. 24-10453 (BFK)  
 )  
Debtors.<sup>1</sup> ) (Jointly Administered)  
 )  
 )

**ORDER AUTHORIZING THE RETENTION  
AND EMPLOYMENT OF VINSON & ELKINS L.L.P.  
AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN  
POSSESSION EFFECTIVE AS OF THE PETITION DATE**

Upon the Application<sup>2</sup> filed by the above-referenced debtors and debtors in possession (collectively, the “**Debtors**”) for entry of an order (this “**Order**”) authorizing the Debtors to retain and employ Vinson & Elkins L.L.P. (“**V&E**”) as attorneys for the Debtors,

<sup>1</sup> Due to the large number of Debtors in these jointly administered chapter 11 cases, a complete list of the Debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list may be obtained on the website of the Debtors' claims and noticing agent at [www.kccllc.net/enviva](http://www.kccllc.net/enviva). The location of the Debtors' corporate headquarters is: 7272 Wisconsin Avenue, Suite 1800, Bethesda, MD 20814.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Application.

effective as of March 12, 2024 (the “*Petition Date*”), pursuant to sections 327(a) and 330 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1; and the Court having jurisdiction over the matters raised in the Application pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed the Application and the First Day Declarations; and the Court having found that the relief requested in the Application is in the best interests of the Debtors and their respective estates, creditors, and other parties in interest; and the Court having found that proper and adequate notice of the Application and hearing thereon has been given and that no other or further notice is necessary; and the Court having found that good and sufficient cause exists for the granting of the relief requested in the Application after having given due deliberation upon the Application and all of the proceedings had before the Court in connection with the Application, it is HEREBY ORDERED THAT:

1. The Application is **GRANTED** as set forth herein.
2. The Debtors are authorized to retain and employ V&E as their counsel as of the Petition Date in accordance with (a) the terms and conditions set forth in the Engagement Letter attached to the Application as **Schedule 1** to **Exhibit B-1** and (b) this Order.
3. V&E shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases in compliance with

sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court.

4. V&E is authorized without further order of the Court to reserve and apply amounts from V&E's prepetition advance payment retainer as are necessary and appropriate to compensate and reimburse V&E for any outstanding fees or expenses incurred on or prior to the Petition Date, consistent with V&E's ordinary course billing practices.

5. V&E shall provide ten business days' notice to the Debtors, the U.S. Trustee, and any official committee before any increases in the rates set forth in the Application or the Engagement Letter are implemented and shall file such notice with the Court.

6. The Debtors and V&E are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

7. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

8. The requirement under Local Rule 9013-1(F) to file a memorandum of law in connection with the Application is waived.

9. The Court retains exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: \_\_\_\_\_  
Alexandria, Virginia

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UNITED STATES BANKRUPTCY JUDGE



WE ASK FOR THIS:

/s/  
Michael A. Condyles (VA 27807)  
Peter J. Barrett (VA 46179)  
Jeremy S. Williams (VA 77469)  
**KUTAK ROCK LLP**  
901 East Byrd Street, Suite 1000  
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*Proposed Co-Counsel to the Debtors and Debtors in Possession*

**CERTIFICATION OF ENDORSEMENT UNDER LOCAL RULE 9022-1(C)**

Pursuant to Local Rule 9022-1(C), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/

**EXHIBIT B -1**

**Meyer Declaration**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION**

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In re:

ENVIVA INC., *et al.*,

Debtors.<sup>1</sup>

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)  
) Chapter 11  
)

) Case No. 24-10453 (BFK)  
)

) (Jointly Administered)  
)

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**DECLARATION OF  
DAVID S. MEYER IN SUPPORT OF  
APPLICATION FOR ENTRY OF AN ORDER  
AUTHORIZING THE RETENTION AND EMPLOYMENT OF  
VINSON & ELKINS LLP AS ATTORNEYS FOR THE DEBTORS  
AND DEBTORS IN POSSESSION EFFECTIVE AS OF THE PETITION DATE**

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I, David S. Meyer, hereby declare under penalty of perjury that the following is true and correct to the best of my knowledge and belief:

1. I am a partner of the law firm of Vinson & Elkins LLP (“**V&E**”). I am one of the lead attorneys from V&E working on these chapter 11 cases. I am a member in good standing of the State Bar of New York and the State Bar of Connecticut. There are no disciplinary proceedings pending against me.

2. I submit this declaration (the “***Declaration***”) in support of the *Debtors’ Application for Entry of an Order Authorizing the Retention and Employment of Vinson & Elkins LLP as Attorneys for the Debtors and Debtors in Possession Effective as of the Petition Date* (the

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<sup>1</sup> Due to the large number of Debtors in these jointly administered chapter 11 cases, a complete list of the Debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list may be obtained on the website of the Debtors’ claims and noticing agent at [www.kccllc.net/enviva](http://www.kccllc.net/enviva). The location of the Debtors’ corporate headquarters is: 7272 Wisconsin Avenue, Suite 1800, Bethesda, MD 20814.

“*Application*”).<sup>2</sup> Except as otherwise noted, I have personal knowledge of the matters set forth herein.

### **V&E’S QUALIFICATIONS**

3. V&E has represented the Debtors on a variety of corporate, securities, transactional, and litigation matters since 2015. In August 2023, V&E commenced representing the Debtors in connection with their financing and restructuring efforts. Since that time, the Debtors and V&E have worked closely in an effort to respond to the Debtors’ financial circumstances, including by conducting an extensive review of the Debtors’ capital and organizational structure, advising the Company’s board of directors on its duties and governance matters, advising on the Company’s pre-petition “Raise the Bridge” process, engaging in negotiations concerning the Debtors’ restructuring alternatives, preparing documents related to these chapter 11 cases, and other related matters. In the course of this and prior work, V&E has become uniquely familiar with the Debtors’ business affairs, as well as many of the potential legal issues that might arise in the context of these chapter 11 cases.

4. I understand that the Debtors seek to retain V&E because, among other reasons, (a) V&E has extensive experience and knowledge in the field of debtors’ protections, creditors’ rights, and business reorganizations under chapter 11 of the Bankruptcy Code, (b) V&E is widely recognized for its expertise in handling corporate, capital markets, debt restructuring, and other transactions for companies in all industries, and (c) V&E has become very familiar with the Debtors’ operations, business, capital structure, material agreements, and potential legal issues that may arise in the context of these chapter 11 cases. I believe that V&E is both well-qualified and

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings set forth in the Application.

uniquely able to represent the Debtors as their counsel in these chapter 11 cases pursuant to section 327(a) of the Bankruptcy Code.

**SERVICES TO BE PROVIDED**

5. It is anticipated that V&E will, among other things, render the following legal services:

- a. provide legal advice with respect to the Debtors' powers and duties as debtors in possession in the operation of their businesses and the management of estate property;
- b. prepare on behalf of the Debtors all necessary motions, answers, orders, reports, and other legal papers in connection with the administration of their bankruptcy estates;
- c. take necessary action on behalf of the Debtors to obtain approval of a disclosure statement and confirmation of a chapter 11 plan;
- d. advise the Debtors regarding tax matters;
- e. analyze proofs of claim filed against the Debtors and potential objections to such claims;
- f. analyze certain executory contracts and unexpired leases and potential assumptions, assignments, or rejections of such contracts and leases;
- g. represent the Debtors in connection with obtaining authority for debtor in possession financing and the continued use of cash collateral;
- h. advise the Debtors with respect to corporate and litigation matters as well as compliance with non-bankruptcy law;
- i. consult with the United States Trustee for the Eastern District of Virginia (the "*U.S. Trustee*"), the official committee of unsecured creditors appointed in the chapter 11 cases (the "*Committee*"), any other committees appointed in these chapter 11 cases, and all other creditors and parties in interest concerning the administration of these chapter 11 cases; and
- j. provide representation and all other legal services required by the Debtors in discharging their duties as debtors in possession or otherwise in connection with these chapter 11 cases.

### **PROFESSIONAL COMPENSATION**

6. V&E intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court. V&E also intends to make a reasonable effort to comply with 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.

7. The hourly rates and corresponding rate structure V&E will use in these chapter 11 cases are the same as, similar to, or less than the hourly rates and corresponding rate structure that V&E uses in other restructuring matters and in complex corporate, securities, and litigation matters. These hourly rates and corresponding rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and significant time pressures.

8. V&E operates in a national marketplace for legal services in which rates are driven by multiple factors relating to, among other things, the individual lawyer, his or her area of specialization, the lawyer and firm's performance and reputation, and the nature of the work involved.

9. V&E's current hourly rates range from \$850 to \$2,050 per hour for attorneys and are \$570 to \$600 per hour for paraprofessionals. V&E's hourly rates are set at a level designed to compensate V&E fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.

10. V&E's hourly rates and financial terms of its prepetition engagement are consistent with the hourly rates and financial terms of the Engagement Letter and the engagement proposed herein. Specifically, V&E agreed in the Engagement Letter to continue a discount of its standard or customary billing agreements for this engagement, consistent with its historical fee arrangement with the Debtors. None of the professionals included in this engagement will vary their rate charged to the Debtors based on the geographic location of these chapter 11 cases.

11. It is V&E's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for the representation of that particular client. It is also V&E's policy to charge its clients only the amount actually incurred by V&E in connection with such items, except as to certain e-discovery services which are charged in accordance with V&E's engagement letters. Examples of expenses charged at the amounts actually incurred by V&E include postage, overnight mail, courier delivery, transportation, computer-assisted legal research, photocopying, airfare, and lodging.

### **V&E'S PREPETITION COMPENSATION**

12. The Debtors paid V&E \$1,500,000.00 as an advance payment retainer pursuant to the terms of the Engagement Letter.<sup>3</sup> During the 90-day period prior to the Petition Date, the Debtors paid to V&E aggregate advance payment retainers totaling \$8,299,847.90.

13. To the extent there are any additional fees and expenses that have been incurred prepetition but not yet applied against V&E's advance payment retainer, the amount of V&E's advance payment retainer will exceed the amount attributable to any such fees and expenses.

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<sup>3</sup> The Engagement Letter provides that upon termination of V&E's engagement, V&E will provide the Debtors with a refund of any amount of the advance payment retainer that neither has been used nor is subject to any of V&E's unpaid fees and expenses.

14. Pursuant to Bankruptcy Rule 2016(b), V&E has neither shared nor agreed to share (a) any compensation it has received or may receive from the Debtors with any other party or person, other than with V&E's professionals or (b) any compensation another person or party has received or may receive.

**STATEMENT REGARDING THE GUIDELINES**

15. V&E will apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court. V&E also intends 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, both in connection with the Application and the interim and final fee applications to be filed by V&E in these chapter 11 cases.

**ATTORNEY STATEMENT PURSUANT TO THE GUIDELINES**

16. The following is provided in response to the request for additional information set forth in Paragraph D.1 of the Guidelines.

- a. **Question:** Did V&E Agree to any variations from or alternatives to V&E's standard billing arrangements for this engagement?

**Answer:** Yes, V&E has agreed to a discount of its standard or customary billing arrangements for this engagement consistent with its historical fee arrangement with the Debtors. V&E will continue to apply the discount during the pendency of these chapter 11 cases.

- b. **Question:** Do any of the V&E professionals in this engagement vary their rate based on the geographic location of these chapter 11 cases?

**Answer:** No.

- c. **Question:** If V&E has represented the Debtors in the 12 months prepetition, disclose V&E's billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition.



If V&E's billing rates and material finances have changed postpetition, explain the difference and the reasons for the difference.

**Answer:** V&E will use the same hourly rates for services rendered on behalf of the Debtors during the pendency of these chapter 11 cases as it used during the 12 months prior to the Petition Date for matters unrelated to these chapter 11 cases. In the 12 months preceding these chapter 11 cases, V&E's hourly rates for services rendered on behalf of the Debtors ranged as follows:<sup>4</sup>

<b>Timekeeper</b>	<b>U.S. Range</b>
Partners	\$1485 - \$2050
Counsel/Of Counsel	\$1425 - \$1770
Associates	\$850 - \$1325
Paraprofessionals	\$570-\$600

As noted above, V&E agreed to continue a discount of its standard or customary billing agreements for this engagement, consistent with its historical fee arrangement with the Debtors.

- d. **Question:** Have the Debtors approved V&E's budget and staffing plan, and, if so, for what budget period?

**Answer:** Yes, the Debtors have approved V&E's prospective budget and staffing plan for the period from March 12, 2024, through October 1, 2024.<sup>5</sup>

### **SEARCH METHODS FOR POTENTIAL CONFLICTS**

17. V&E used its standard procedures (the "***Firm Procedures***") to review its relationships to parties that may have connections to the Debtors. V&E searched its conflicts databases, which are designed to reveal conflicts of interest and other connections to existing and former clients and to non-client third parties. V&E's conflicts databases contain the names of any person or entity for which V&E has provided services or has otherwise billed for services for approximately the past 30 years and the names of adverse parties. The search results were printed

<sup>4</sup> The rates reflected in this paragraph are based on V&E's 2024 rates. Prior to January 1, 2024, Enviva was charged at V&E's 2023 rates, which ranged from \$1425-\$1920 for partners, \$1260-\$1425 for counsel, and \$730-\$1230 for associates and were \$515 for solicitor trainees and \$420 for paralegals.

<sup>5</sup> This date ties to the outside date to consummate the transactions contemplated by the RSA and the Plan.

and reviewed for conflicts by a V&E attorney. To the extent any possible conflicts were identified, I or an attorney working under my supervision contacted (as necessary) attorneys at V&E who were listed on the report as having previous or current connections to persons or entities that may be either related to the Debtors or connected to these chapter 11 cases in any way. To the extent needed, I obtained information and guidance with regard to the particular connections reflected from these attorneys.

18. V&E searched the parties listed on **Schedule 2** hereto.<sup>6</sup> The following is a list of the applicable categories that V&E has searched:

<b><u>Schedule</u></b>	<b><u>Category</u></b>
2(a)	Debtors and Former Names
2(b)	Current and Former Officers and Directors
2(c)	Ordinary Course Professionals
2(d)	Proposed Debtors' Professionals
2(e)	Current and Former Equityholders Holding More than 5% Equity
2(f)	Debtholders
2(g)	Regulatory and Governmental Agencies
2(h)	Largest Customers
2(i)	Significant Vendors and Unsecured Creditors
2(j)	Litigation Counterparties
2(k)	Non-Debtor Professionals
2(l)	Insurance Providers & Brokers
2(m)	Bankruptcy Judges for the Eastern District of Virginia
2(n)	United States Trustee's Office for the Eastern District of Virginia – Region 4

#### **V&E'S DISINTERESTEDNESS**

19. V&E previously has represented, currently represents, and might in the future represent entities that are stakeholders or parties in interest in these chapter 11 cases; however, except as described below, V&E's representation of those entities is in matters that are unrelated

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<sup>6</sup> V&E's inclusion of parties herein and on **Schedule 2** is solely to illustrate V&E's conflict search process and is not an admission that any party has a valid claim against the Debtors or that any party properly belongs in the schedules or has a claim or legal relationship to the Debtors of the nature described herein and on **Schedule 2**.

to the Debtors. V&E has approximately 700 attorneys and a large and diversified legal practice that encompasses the representation of many financial institutions and commercial organizations. Some of these institutions and organizations are or might consider themselves to be creditors, stakeholders, or parties in interest in these chapter 11 cases. The results listed on **Schedule 3** hereto are the product of implementing the Firm Procedures described above and are based on the relationship of the indicated persons, entities, or their affiliates with the Debtors and V&E.

20. V&E currently represents, and in the past has represented, Riverstone Investment Group LLC and its affiliates (“***Riverstone***”) in a variety of other matters. Riverstone Echo Continuation Holdings, L.P. owns 21.03% of the common equity of Enviva Inc. Riverstone Echo PF Holdings, L.P. owns 18.59% of the common equity of Enviva Inc. Riverstone Echo Rollover Holdings, L.P. owns 3.79% of the common equity of Enviva Inc. As far as I can determine, the factual and legal issues in this matter are unrelated to the work V&E does or is likely to do for Riverstone in other matters. V&E’s representation of Riverstone in matters unrelated to the Debtors accounted for 0.8% of V&E’s billings and 1.4% of V&E’s collections for V&E’s fiscal year ended December 31, 2023. V&E will not represent Riverstone in connection with any matters related to the Debtors’ restructuring process. I do not believe V&E’s current or past representation of Riverstone in unrelated matters presents a conflict but have disclosed the connection out of an abundance of caution.

21. V&E currently represents Debtor Enviva Inc. and certain of its current and former directors and officers in two putative class action securities lawsuits. Specifically, V&E represents: (a) Defendants Enviva Inc., John K. Keppler, Shai S. Even, Jennifer Jenkins, Michael A. Johnson, Don Calloway, and Jason E. Paral in *Fagen v. Enviva Inc. et al.* (D. Md. Case No.

8:22-CV-02844) (“**Fagen**”);<sup>7</sup> and (b) Defendants Enviva Inc., John K. Keppler, Thomas Meth, Shai S. Even, and Michael A. Johnson in *Dhatt v. Enviva Inc. et al.* (D. Md. Case No. 8:23-CV-02474) (“**Dhatt**,” and together with Fagen, the “**Securities Cases**”).<sup>8</sup> Prior to the Petition Date, the Company compensated V&E for its services representing Enviva Inc. and its current and former directors and officers in the Securities Cases. Upon commencement of Enviva Inc.’s chapter 11 case, the Securities Cases were stayed as to Enviva Inc. Although the Debtors may seek to extend the automatic stay to Enviva Inc.’s current and former directors and officers in the Securities Cases, V&E intends to continue representing such current and former directors and officers in the Securities Cases to the extent such claims are not stayed. Any compensation to V&E on account of such continued representation would be through insurance policies maintained by the Debtors, and would be subject to further order of this Court authorizing such payments. I believe Enviva Inc.’s interests in defending the claims asserted against it in the Securities Cases are aligned with the interests of its former directors and officers in the Securities Cases. I do not believe that V&E’s current or past representations in the Securities Cases present a conflict, but have disclosed these connections out of an abundance of caution.

22. V&E currently represents Enviva Inc., as nominal defendant, along with current or former Enviva Inc. directors and officers Ralph Alexander, John C. Bumgarner, Jr., Janet S. Wong, Eva T. Zlotnicka, Martin N. Davidson, Jim H. Derryberry, John K. Keppler, Gerrit L. Lansing Jr., Pierre F. Lapeyre, Jr., David M. Leuschen, Thomas Meth, Jeffrey W. Ubben, Gary L. Whitlock, Shai S. Even, and Michael A. Johnson in a derivative lawsuit captioned *In re Enviva Inc. Derivative Litigation* (D. Md. 8:23-CV-03293) (the “**Derivative Case**”). Prior to the Petition Date,

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<sup>7</sup> Although Enviva Inc. remains a party to Fagen, the Court administratively closed Fagen as to Enviva Inc. by order dated March 20, 2024 in light of the automatic stay. Fagen Dkt. 78.

<sup>8</sup> The lead plaintiff in *Dhatt* is Andrew Davis. *Dhatt* Dkt. 29. Plaintiff Davis recently dismissed his purported claims against Enviva Inc. without prejudice. *Dhatt* Dkt. 37.

the Company compensated V&E for its services representing Enviva Inc. and its current and former directors and officers in the Derivative Case. On March 5, 2024, the parties to the Derivative Case filed a stipulation and proposed order to stay all proceedings and deadlines until “(1) the Securities Cases are dismissed, with prejudice, by the court, and all appeals related thereto have been exhausted or (2) the motions to dismiss the Securities Cases are denied in whole or in part.” *See* Derivative Case Dkt. 19. Upon commencement of Enviva Inc.’s chapter 11 case, the Derivative Case also was stayed by the automatic stay. I believe that Enviva Inc.’s interests in defending the Derivative Case are aligned with the interests of its current and former directors and officers named as defendants in the Derivative Case. I do not believe that V&E’s current or past representations in the Derivative Case present a conflict, but have disclosed these connections out of an abundance of caution.

23. Except as set forth in this Declaration, V&E has not, does not, and will not represent any of the entities or individuals listed on Schedule 3 hereto or any of their respective subsidiaries or affiliates in matters related to these chapter 11 cases.<sup>9</sup>

24. Based on the conflicts search conducted to date and described in this Declaration, to the best of my knowledge, neither I, nor V&E, nor any V&E attorney, insofar as I have been able to ascertain, has any connection with the Debtors, their creditors, or any other parties in interest, their respective attorneys and accountants, the Office of the United States Trustee, any person employed in the Office of the United States Trustee, or any Bankruptcy Judge currently serving on the United States Bankruptcy Court for the Eastern District of Virginia, except as disclosed or otherwise described in this Declaration.

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<sup>9</sup> The information listed on **Schedule 2** and **Schedule 3** is subject to change and may change during the pendency of these chapter 11 cases. Accordingly, V&E will update this Declaration as necessary when V&E becomes aware of additional material information.

25. The foregoing facts are disclosed out of an abundance of caution as prescribed by Bankruptcy Rule 2014(a). To the best of my knowledge, and based on the foregoing, (a) V&E is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code and does not hold or represent an interest adverse to the Debtors’ estates and (b) V&E has no connection to the Debtors, their creditors, or other parties in interest, except as disclosed in this Declaration. V&E will use reasonable efforts to see that no conflicts or other disqualifying circumstances exist or arise during the pendency of these chapter 11 cases. If any new material facts or relationships are discovered or arise, V&E will use reasonable efforts to identify them and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

New York, New York  
Dated: March 27, 2024

/s/ David S. Meyer  
David S. Meyer  
Partner, Vinson & Elkins LLP

**Schedule 1**

**Engagement Letter**



David S. Meyer dmeyer@velaw.com  
Tel +1.212.237.0058 Fax +1.917.849.5358

January 23, 2024

Confidential

Mr. Jason Paral  
General Counsel  
Enviva Inc.  
7272 Wisconsin Avenue  
Suite 1800  
Bethesda, MD 20814

Re: Enviva Inc. – Engagement Letter

Dear Mr. Paral:

We are delighted to have the opportunity to represent you in this matter. This letter and the attached Additional Terms of Engagement (“Additional Terms”) set forth the terms of our engagement, and shall be effective as of January 2, 2024.

### **Client**

Our only client for this engagement is Enviva Inc. and each of its direct and indirect subsidiaries (collectively, “Enviva” or “you”). We are not representing anyone else. Our duties and responsibilities run to you and not to any other persons, constituents, or entities, including parents, subsidiaries, affiliates, portfolio companies, joint venture entities, successors, acquirers, employees, officers, directors, shareholders, partners, members, or trustees, even if you depend on them financially, have operation in common with them, control them, or are controlled by them.

No client may be added to this engagement without our prior written agreement, and this engagement will not create an attorney-client or a *de facto* or implied attorney-client relationship with any other person or entity.

### **Scope of Engagement**

You have asked us to represent you in a potential restructuring of Enviva’s capital structure and related potential contingency planning options, which may include the potential implementation and consummation of a restructuring pursuant to a case filed under chapter 11 of the United States Bankruptcy Code. It is important that both of us agree on the scope of the work we will do for you, so please let me





know right away if I have misstated it. If you engage us for other matters, we will confirm the scope of that work separately and otherwise apply the terms of this agreement.

### **Fees and Other Charges**

Our fees will be based on the time our attorneys and other professionals devote to the matter. Our billing rates vary according to the experience of the individuals and the nature and location of the work. We will bill you at rates based on and consistent with our historical practice. We will bill you, and you will pay us, in United States dollars, absent an agreement otherwise. We review our billing rates annually, usually in January. If we change them, we will apply those new rates thereafter.

In addition, we may bill for expenses and other charges incurred in this matter, such as travel, couriers, photocopying, certain overtime costs, and computerized research. We may charge for those items whether that work is performed by outside vendors or in-house.

### **Retainers and Billing**

As we have discussed, to engage the Firm for this matter, you agree to pay us an advance payment retainer for legal services and expenses of \$1,500,000. This initial advance payment is made as an inducement for the Firm to make itself available and to provide legal services to you. The advance payment shall also secure payment of all billed and unbilled fees and expenses for the work we perform in this engagement. Upon request, you agree to pay us additional advance payments in amounts to be agreed based on our estimate of the anticipated work levels on a bi-weekly basis or a shorter interval. For purposes of this engagement, we will refer to the initial advance payment and any additional advance retainer amounts as the "Retainer." The amount of the Retainer does not set a minimum or maximum fee.

We will send you statements showing our fees and expenses. The frequency of those statements is at our discretion. You agree that we may reduce the Retainer by the amount of fees and expenses shown on those statements. You agree to promptly pay as an additional Retainer an amount equal to the fees and expenses shown on the statement. You further agree upon our sending of a statement to you of our fees and expenses that we may reduce the Retainer by all fees and expenses before the filing of a voluntary bankruptcy petition by you or upon the filing of any involuntary petition by a third party.

The Retainer may be used for the fees and expenses covered by this engagement letter, and any fees and expenses in other matters for which we are providing legal services to you. Upon termination of this engagement, we will provide you with a refund, without interest, of any amount of Retainer that has not been used.

In the event it becomes necessary for us to commence litigation or proceedings, or we are required to participate in any litigation or proceedings, to collect or defend our retention or our fees and expenses



under this engagement letter, including retention and/or fee applications negotiated, presented, litigated, defended, or appealed in connection with any bankruptcy case you may file or have filed against you, any and all costs and expenses, including reasonable attorneys' fees, incurred by us in connection with such litigation or proceedings, whether via time of our attorneys internally recorded, or the engagement of outside counsel, shall be recoverable by us from you, and we shall have the benefit of any applicable state or federal law that permits the recovery of such fees and expenses, all to the fullest extent permitted by law.

### **Conflicts of Interests: Other Clients and Consent to Adverse Representation**

There are three conflict issues to consider at the beginning of a new engagement: whether there are existing conflicts that require your consent; how we will respond if a conflict later emerges concerning this matter; and how we will treat conflicts regarding other matters in the future.

First, as to existing conflicts concerning this matter, we have run a conflicts check on the names of the people and entities you have identified for us. That check indicates we currently represent Riverstone Holdings LLC and certain of its affiliates (collectively, "Riverstone") and Barclays Bank, PLC and certain of its affiliates (collectively "Barclays") in several other matters. We do not believe that our work for Riverstone or Barclays will impair or materially limit our ability to represent you here. To the contrary, we are confident we will be able to competently and diligently represent you. So far as we can determine, the factual and legal issues likely to arise in this matter appear to be unrelated to the work we are doing or are likely to do for Riverstone and Barclays. Further, in representing you, we will take appropriate steps to protect your confidential information. To proceed with this matter, we need your agreement that we may continue to represent Riverstone and Barclays in current and future matters, and that you waive any conflicts of interest that exist or might arise from such matters. If you learn of any other person or entity that might become involved in this matter, please let us know right away so that we can check those additional names for conflicts.

Second, it is possible that a conflict could emerge during the course of this matter. For instance, depending on the circumstances, a conflict might arise if another one of our clients (for example, a creditor or contract counterparty), represented by another law firm, becomes adverse to you here. Should that happen, we will take appropriate steps to protect your confidential information, and you consent to our representation of that client in other unrelated matters.

Third, during the time that we are representing you, situations or issues may arise between you and other clients of the Firm in other matters. As you know, we are a large firm and represent many clients, especially in the energy, financial services, private equity, and technology fields. Given the scope of our business and client relationships, it is possible that some of our present or future clients may be your competitors or otherwise have interests that differ from yours. By retaining us you agree that we are free to represent other clients whose interests are, or may be, materially and directly adverse to yours, in



any matter unless (i) the matter is substantially related to our representation of you, (ii) there is a significant risk that the representation of the other client would materially limit our ability to represent you, or (iii) the matter involves litigation against you. You waive any conflict of interest that might arise from those matters. For purposes of this agreement, two matters are substantially related if their facts are so closely related that a genuine threat exists that factual confidential information revealed by the client in one matter will be divulged to that client's adversary in the other. We would be materially limited if our representation of another client, or our relationship with someone else, would materially affect our ability to represent you competently and diligently.

### **Conclusion of the Matter**

The attorney-client relationship created here will end when we have completed the legal services covered by this engagement letter. If we perform no work on this matter for a period of ninety days, we will consider the matter concluded unless we agree otherwise in writing. If we have no other open matters for you at that time, our attorney-client relationship will be over.

Prior to that, of course, you may end this engagement at any time for any reason by informing us in writing. Similarly, we may stop representing you at any time for any reason (including non-payment of fees), provided we comply with the applicable rules of professional conduct. If we no longer represent you in this matter, you agree to take all steps necessary to release us from any further obligation to represent you, including signing any documents necessary to complete our withdrawal. If you end this engagement, or if we withdraw, you will pay us any undisputed outstanding fees and other charges, and we will take reasonable steps to assist you in transferring the matter to another law firm.

### **Consultation and Other Considerations**

We encourage Enviva to consult with other counsel of its choosing regarding the terms of our engagement, particularly those regarding the scope of this engagement and conflict of interest issues. We understand that your in-house counsel may fulfill that role for Enviva.

This letter and the Additional Terms set forth the entire agreement between us. If they correctly reflect your understanding of the terms of our representation, please sign below and return a copy to me.

We look forward to working with you. Please contact me if you have any questions.



Sincerely,

VINSON & ELKINS L.L.P.

By: David Meyer  
David S. Meyer

AGREED TO AND ACCEPTED:

**Enviva Inc. and each of its direct and indirect subsidiaries**

By: Jason E. Paral  
Jason E. Paral

Printed name of person signing

Exec. Vice President, General Counsel, and Secretary

Title



## **VINSON & ELKINS L.L.P.**

### ***Additional Terms of Engagement***

This attachment contains additional terms of engagement that are an integral part of our agreement with you. Please review these additional terms and contact us promptly if you have any questions. You should keep this attachment in your file with the engagement letter.

### **Scope of Our Work**

We provide only legal services. We do not provide business, investment, insurance, underwriting, translation, accounting, financial, or technical services or advice, and you may not rely on us for such advice. Similarly, we do not make business decisions for you, and we do not investigate the character or credit of persons with whom you may be dealing.

Unless specifically included under “Scope of Engagement” section of the engagement letter, this engagement does not include advice about (i) your disclosure obligations concerning the matter under any applicable law or regulation, including the federal securities laws or (ii) the tax consequences concerning the matter, or (iii) analysis of intellectual property as to freedom to operate, scope of coverage, infringement, validity, or enforceability. We also are not responsible for review of your insurance policies to determine the possibility of coverage for any claim asserted in this matter or for notification of your insurance carriers about the matter. We encourage you to address those matters with other advisers or professionals.

After this matter has concluded, changes in your circumstances or the applicable laws could affect your future rights and obligations. Unless you engage us to do so, we have no obligation to inform you about future legal developments or your future rights and obligations.

### **Legal Notices to Clients in Certain Jurisdictions**

For New York engagements, New York law requires us to provide you with notice of certain rights in connection with this engagement letter. If a dispute arises between us relating to our fees under this engagement letter, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrative Judge of the Courts of the State of New York. We will send you a copy of those rules upon request. Similarly, certain other jurisdictions may permit arbitration of fee disputes under some circumstances. Also, Texas law requires that we inform clients of the existence of a grievance process. The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar’s Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 for more information. Also, the Supreme Court of Texas has promulgated The Texas Lawyer’s Creed - A Mandate for Professionalism, which states that an attorney should inform a client of the creed’s contents when undertaking a representation. We will send you a copy of the creed upon request. It is also available online at the Texas Bar website, <https://www.texasbar.com>.



### **Cooperation and No Guarantees**

It is important that you cooperate fully with us and tell us all information and developments relating to this matter, and we may rely on that information without independently verifying it. We will try to achieve a result in this matter that is satisfactory to you, but we make no promises or guarantees concerning the outcome. For example, we cannot assure you that negotiations will be successful, a proposed transaction will be completed, or the outcome of this matter will be favorable to you. Outcomes in litigation and arbitration are especially hard to predict because of many factors that are beyond the control of clients or counsel. Any statements we make concerning possible outcomes of this matter, the legal significance of possible outcomes, or any other legal matters reflect our professional judgment at that time, but they are not guarantees. Those statements necessarily are limited by our knowledge of the facts and are based on the state of the law at the time they are made.

### **Billing Arrangements and Terms**

You agree to pay our invoices in full, and we may request an advance, retainer, or other payment if you fall behind in your payment obligations or if the scope of the engagement changes. You also will be responsible for paying any taxes required by law (e.g., VAT) directly resulting from this matter. If you are required to deduct or withhold any taxes from payments due the Firm, or if the Firm or its lawyers are required to pay any taxes directly to any taxing authority, you will pay us the additional amounts necessary to compensate the Firm for the withholding or additional cost so that, after the withholding or payment of the taxes, the Firm receives the full amount due under its invoices.

In appropriate matters, as an accommodation to you, we may send our invoices to third-party payors (e.g., an insurer, indemnitor, litigation funder, or borrower). But, if for any reason a third-party payor does not timely pay our invoices, you will remain fully responsible for paying them. Likewise, even when a third party pays our fees, we owe our professional obligations to you, not to that third party.

Some clients ask us to invoice them using e-billing software or third-party e-billing services. We will do so if it can be done in a way that is technologically practical and consistent with our internal security and IT procedures. If you ask us to use such a vendor, we will assume that you have negotiated appropriate confidentiality protections and limits on the vendor's use of the information, and that those terms satisfy our confidentiality obligations to you and any cybersecurity guidelines you might send us.

**For Matters Involving eDiscovery:** As you know, litigation matters frequently involve the use of a third party database platform to handle eDiscovery requirements. Some of our clients have their own eDiscovery software tools, and others have made direct arrangements with eDiscovery vendors. If you've already made such arrangements, or if you wish to explore them for this matter, of course we will be happy to use them. If you rely on the Firm to supply an eDiscovery solution, we will use the Relativity platform. The Firm has a relationship with Relativity under which we pay a fee that fluctuates according to several variables, some of which are retrospective. We do not use those same variables in calculating what we charge our clients



for using Relativity; our charges to you are generally based on the size of the database, whether it's active or inactive, and the number of user licenses the client requires. We expect that the fees we charge our clients will defray the costs we incur to provide this platform. But because our costs and our revenues fluctuate separately, in some instances the fee you are charged may be more than what we pay Relativity for the service. We cannot tell in advance whether that will be the case for any specific matter in any particular time period. We believe our charges are competitive with, and typically favorable to, the market price for such services, but you are, of course, free to explore other options, and we will follow your instructions either way.

### **Effect of Merger or Other Reorganization**

If you acquire, are acquired by, merge, or affiliate with another company, let us know right away so we can decide whether we may continue as your attorneys in this matter, or if we need to withdraw due to conflicts or other considerations.

### **Representing Other Attorneys**

We represent attorneys and law firms in professional liability, business, tax, and other matters. This means that we may represent in another matter an attorney or law firm who opposes your interests in this matter. This will not affect our ability to represent your interests in this matter competently and diligently, nor would we pull our punches for one client to benefit another.

### **Personal Investments by Firm Attorneys**

The Firm does not separately track, for conflict of interest purposes, the personal investments made by our attorneys. Many own shares or other interests in companies, mutual funds, various investment vehicles, or real property. Also, some of the Firm's partners may invest together in private equity funds or other similar investment vehicles. In particular, the Firm has organized an investment partnership (the "Fund")—separate from the Firm—in which some partners participate. The Fund sometimes participates in investment opportunities presented by our clients or others. Given the nature of this Firm's practice, at any given time, the Fund (directly or indirectly) might have investments in energy, financial services, private equity, and technology companies or other opportunities. In general, we do not believe that these investments are material either to (i) the entities in which the attorneys or the Fund invest or (ii) the attorneys who have invested. However, if you are concerned about investments in a particular entity, please ask us to canvass our attorneys about any investments in that entity.

### **Law Firm Privilege and Possible Conflict of Interest**

While representing you, circumstances may arise where we believe it is appropriate to consult with the Firm's General Counsel's Office (or with other Firm attorneys working with our General Counsel's Office) on this matter. We will do this at our own expense. To the extent that we are addressing our duties and obligations to you or others, a conflict of interest might arise between you and the Firm. You agree that such consultations are privileged and confidential communications between the Firm and its counsel and therefore are protected from disclosure to





you. You also agree to waive any claim of conflict of interest that exists or might arise out of those consultations.

### **Confidentiality and Disclosure of Attorney-Client Relationship**

We will use your confidential information only in connection with representing you. We will not disclose your confidential information, use it to your disadvantage, or use it to the advantage of other clients. Likewise, we will not share with you or use for your benefit confidential information that we receive from other clients. You agree, however, that we may disclose the existence of this attorney-client relationship and a general description of the nature of the engagement for the limited purpose of obtaining informed consent or a conflicts waiver from another client.

In Firm brochures and other materials or information about our practice, we may identify you as a Firm client, indicate the general nature of our representation of you, and provide examples of engagements handled on your behalf (including this matter). If you do not wish to have your name mentioned in those materials, please inform us in writing.

### **Cybersecurity, Secure Electronic Communications, and Privacy**

We have ISO 27001 certification for our U.S. and U.K. information security management systems that handle Client Materials (defined below). As part of our information security program, we take steps to safeguard data that are entrusted to us, including personal data, as defined by the EU General Data Protection Regulation 679/2016 (“GDPR”) concerning individuals located in the European Union. Our information security program implements technical and organizational measures designed to protect personal data against unlawful, unauthorized, or accidental loss, disclosure, destruction, access, or use. Please do not send us any personal data regarding individuals that is protected by the GDPR, the Health Insurance Portability and Accountability Act (“HIPAA”), or other similar statutes unless you (i) have consent from the data subjects or some other lawful basis to provide their personal data to us, (ii) agree that we may maintain and use that data to represent you, and (iii) agree that we need to use that personal data to carry out our representation of you. If you share with us any personal data that is subject to the GDPR, you and the Firm will act as independent data controllers with our own responsibilities to comply with any applicable obligations of the GDPR or national implementing legislation. While representing you in this matter, if you or others provide us with “special categories of data” or other sensitive personal data, as defined by the GDPR, please inform us in writing so that we may consider whether to take any additional steps to safeguard the information.

### **Local Counsel, Outside Contractors, and Service Providers**

If you need local or special counsel in this matter, you will be responsible for retaining and compensating them. We are not responsible for the quality of other counsel’s work even if we provide you with recommendations, instruct them directly, or coordinate with them.

We sometimes use outside contractors and service providers in some areas of our practice or operations. They include vendors, eDiscovery and data-hosting providers, temporary or contract attorneys and paralegals, consultants, advisors, experts, investigators, court reporters,





translators, registered agents, local counsel, and other service providers. In performing their services, those people may have access to confidential information, and we will take appropriate steps to preserve the confidentiality of any such information. You consent to our allowing outside contractors and service providers access to such information as described.

Absent special arrangements, you are responsible for paying the outside contractors and service providers used on this matter. We will instruct them to bill you directly for their services. Those contractors and service providers are deemed to be engaged by you even if their bills are addressed to or reviewed by us. If they send bills or invoices to us, we may re-direct them to you for payment. In our discretion, we may pay invoices for small amounts and include those sums in our invoices to you, although we will seldom do so for sums greater than \$1,000.

### **Compulsory Process and Post-Engagement Tasks**

After this matter ends, you might ask us, or we might be compelled, to undertake certain post-engagement tasks relating to this matter, such as responding and objecting to subpoenas, searching for and producing documents, preparing for testimony, performing transition work, and other similar activities. In those situations, we will promptly notify and consult with you unless we are legally prohibited from doing so, and you agree to compensate us for the fees and expenses we incur, including payment for the time spent by our attorneys and other timekeepers calculated at our then applicable hourly rates. If we receive a subpoena, we will inform you, if legally permitted to do so. Pending instruction from you, we will attempt to limit the subpoena on any reasonable ground and will object to the subpoena and assert all reasonable arguments against disclosure. If we are ordered by a court to produce documents or other information or are otherwise required to do so by law, you agree that we may produce the documents or other information and that we are not required to file an appeal from that judicial order. Nothing in this engagement letter obligates our attorneys or personnel to submit to interviews or to provide testimony. Performing post-engagement tasks will not constitute providing legal services to you, and it will not create or revive an attorney-client relationship between us.

### **Document Retention and Destruction**

While representing you, we likely will receive or create documents and materials such as correspondence, memoranda, pleadings, exhibits, transcripts, physical evidence, various agreements, transaction documents, and other documents and materials directly and substantively related to the representation (collectively, "Client Materials"). We will keep the Client Materials in files we will create for this matter. You agree that we may maintain some or all of those Client Materials solely in electronic form and that the metadata associated with those electronic documents are not Client Materials.

We also may create and maintain our own materials related to this matter which will belong to us ("Firm Materials"). Firm Materials are prepared for our internal use and include, for example, Firm administrative records, conflicts and new business intake materials and reports, time and billing reports, personnel and staffing materials, credit, expense, and accounting records, administrative and routine internal documents, notes, emails, and drafts not distributed outside the Firm, form files or templates (even if referred to in the course of this matter), and other materials and internal communications not directly and substantially part of the representation.



After the end of this matter, upon your request and assuming our fees and charges have been paid, we will send you the Client Materials at your expense. We reserve the right to retain a copy of the Client Materials. If you ask us to send you paper copies of documents that we maintain solely in electronic form, scan paper documents into an electronic format, or convert electronic documents from one electronic format into another, you agree to pay the associated costs.

If you do not request the Client Materials when this matter ends, we will keep them for a reasonable period of time (currently seven years for most documents) after the end of the matter. In so doing, we will follow our own records retention policy, not yours. Retaining those or other materials does not constitute the performance of legal services for you and does not create or revive an attorney-client relationship between us. After the applicable retention period, we may destroy the Client Materials without any additional notice to you.

**Schedule 2**

**Conflicts Parties Searched**

<b><u>Schedule</u></b>	<b><u>Category</u></b>
2(a)	Debtors and Former Names
2(b)	Current and Former Officers and Directors
2(c)	Ordinary Course Professionals
2(d)	Proposed Debtors' Professionals
2(e)	Current and Former Equityholders Holding More than 5% Equity
2(f)	Debtholders
2(g)	Regulatory and Governmental Agencies
2(h)	Largest Customers
2(i)	Significant Vendors and Unsecured Creditors
2(j)	Litigation Counterparties
2(k)	Non-Debtor Professionals
2(l)	Insurance Providers & Brokers
2(m)	Bankruptcy Judges for the Eastern District of Virginia
2(n)	United States Trustee's Office for the Eastern District of Virginia – Region 4

**Schedule 2(a)**

**Debtors and Former Names**

**Debtors**

**Former Names**

Enviva Inc.  
Enviva Aircraft Holdings Corp.  
Enviva Development Finance  
Company, LLC  
Enviva Energy Services, LLC  
Enviva GP, LLC  
Enviva Holdings GP, LLC  
Enviva Management Company, LLC  
Enviva MLP International  
Holdings, LLC  
Enviva Partners Finance Corp.  
Enviva Pellets Bond, LLC  
Enviva Pellets Epes Finance  
Company, LLC  
Enviva Pellets Epes Holdings, LLC  
Enviva Pellets Epes, LLC  
Enviva Pellets Greenwood, LLC  
Enviva Pellets Lucedale, LLC  
Enviva Pellets Waycross, LLC  
Enviva Pellets, LLC  
Enviva Port of Pascagoula, LLC  
Enviva Shipping Holdings, LLC  
Enviva Holdings, LP  
Enviva, LP

Energy Services Cooperatief U.A.  
Eniva Pellets Courtland, LLC  
Envia Pellets Lucedale, LLC  
Enviva Port of Pascagoula, LLC  
Enviva Development Finance  
Company, LLC  
Enviva Energy Services (Jersey),  
Limited  
Enviva Fiberco, LLC  
Enviva Lucedale Operator, LLC  
Enviva Management Company, LLC  
Enviva Management Germany GmbH  
Enviva Management International  
Holdings, Limited  
Enviva Management Japan K.K.  
Enviva Management UK, Limited  
Enviva MLP Holdco, LLC  
Enviva MLP International Holdings,  
LLC  
Enviva Partners GP, LLC  
Enviva Pellets Ahoskie, LLC  
Enviva Pellets Amory II, LLC  
Enviva Pellets Amory, LLC  
Enviva Pellets Cottondale, LLC  
Enviva Pellets Greenwood Holdings  
II, LLC  
Enviva Pellets Greenwood Holdings,  
LLC  
Enviva Pellets Newco, LLC  
Enviva Pellets Northampton, LLC  
Enviva Pellets Sampson, LLC  
Enviva Pellets Southampton, LLC  
Enviva Pellets Waycross Holdings  
Sub, LLC  
Enviva Pellets Waycross Holdings,  
LLC  
Enviva Port of Savannah, LLC  
Enviva Port of Chesapeake, LLC  
Enviva Port of Panama City, LLC  
Enviva Port of Wilmington, LLC

Enviva Preferred Holdings, LLC  
Georgia Biomass Holding LLC  
Georgia Biomass, LLC  
Green Circle Bio Energy, Inc.  
IHE Holdings, LLC  
Intrinergy Amory, LLC  
Intrinergy Holdings GP,L.L.C  
Intrinergy Holdings, L.P.  
Intrinergy Operating GP, L.L.C.  
Intrinergy Operating, L.P.  
Intrinergy Valorbois LLC

**Schedule 2(b)**

**Current and Former Officers and Directors**

Brandi A. Colander	Katherine L. Maxey
Chaminda A. Wijetilleke	Kathryn R. Walsh
Christopher M. Sweeney	Lucas Oliver-Frost
Christopher P. Seifert	Maria C. Moreno
Clarence W. Nottingham	Marius Hachenberg
Craig A. Lorraine	Mark A. Coscio
David M. Leuschen	Martin N. Davidson
David O. Jarrett	Michael A. Johnson
Don Calloway	Norbert A. Hintz, Jr.
E. Royal Smith	Oscar M. Young, Jr.
Edwin Martinus Paul	Peter Hansen
Rijbroek	Pierre F. Lapeyre, Jr.
Eva T. Zlotnicka	Rachel K. McDevitt
F&L CoSec Limited	Ralph Alexander
Gary L. Whitlock	Robert L. Abbott
Gerrit L. Lansing, Jr.	Robert Muirhead
Glenn T. Nunziata	Roxanne B. Klein
Gregory D. Cabe	Scott R. Hile
James P. Geraghty	Shai Even
Janet S. Wong	Shai S. Even
Jason E. Paral	Shai Shimon Even
Jason S. Eberstein	Sirian Bruijstens
Jeffery W. Ubben	Tenney L. Way
Jennifer Jenkins	Thomas Meth
Jens P. Wolf	William H. Schmidt, Jr.
Jim H. Derryberry	William Henry Schmidt,
John C. Bumgarner, Jr.	Jr.
John K. Keppler	William Single, IV
John-Paul D. Taylor	Wushuang Ma
Jonathan L. Moore	Yanina A. Kravtsova

**Schedule 2(c)**

**Ordinary Course Professionals**

Addleshaw Goddard LLP  
Akin Gump Strauss Hauer & Feld  
LLP  
Alpine Group Partners LLC  
Ashley Gunn Attorney at Law PLLC  
Baker Botts LLP  
BDO USA LLP  
Black Family Land Trust Inc  
Blank Rome LLP  
Bradley Arant Boult Cummings LLP  
Broadridge ICS  
Butler Snow LLP  
CBRE Inc  
Commonwealth Strategy Group LLC  
CT Corporation System  
CT Lien Solutions  
Dentons Europe LLP  
Earthworm  
Ernst & Young US LLP  
Factiva Inc  
Fisher and Phillips LLP  
Guidepoint LLC  
Hawkins Wright Ltd  
Hill Dickinson LLP  
Holland & Hart LLP  
Holmes Murphy and Associates LLC  
Host Agency LLC  
Houldson Consulting Inc  
Hunton Andrews Kurth LLP  
Jones Day  
Kilpatrick Townsend & Stockton  
LLP  
Law Office of Gregory M Varner &  
Assoc.  
Law Office of Pamela Harrigan-  
Young  
LE Smith Consulting LLC  
Longleaf Alliance Inc  
Maynard Cooper & Gale PC  
Meridian Compensations Partners  
LLC  
Miller & Chevalier Chartered

Monument Policy Group LLC dba  
Monument Advocacy  
Mosaic Consulting Group LLC  
National Council for Air & Stream  
Improvement Inc  
Nelson Mullins Riley & Scarborough  
LLP  
Ogletree Deakins Nash Smoak &  
Stewart PC  
Orrick Herrington & Sutcliffe LLP  
Osha Bergman Watanabe and Burton  
LLP  
Parker Clark & Crumpler Attorneys  
PwC US Tax LLP  
Ramboll US Corporation  
Roanoke Economic Development  
Inc  
Robert Half International Inc  
TA Lawyers  
The Alliance Group  
The Weathers Group  
Womble Bond Dickinson US LLP

**Schedule 2(d)**

**Proposed Debtors' Professionals**

Alvarez & Marsal North America, LLC  
Baker Botts LLP  
Ernst & Young US LLP  
Kurtzman Carson Consultants LLC  
Kutak Rock LLP  
Lazard Frères & Co. LLC  
PwC US Tax LLP



**Schedule 2(e)**

**Current and Former Equityholders Holding More than 5% Equity**

Inclusive Capital Partners LP  
Riverstone Echo Continuation Holdings, L.P.  
Riverstone Echo PF Holdings, L.P.  
Riverstone Investment Group LLC

**Schedule 2(f)**

**Debtholders**

ACIG INSURANCE AGENCY	BESSEMER GROUP
AEGON NV	BI MANAGEMENT
AGFIRST FARM CREDIT BANK	AS/DENMARK
AIP, LLC	BLACKROCK
ALLIANCEBERNSTEIN	BLACKSTONE
ALLIANZ SE	BLUE CROSS & BLUE SHIELD
ALLSPRING GLOBAL	BMO GLOBAL ASSET
INVESTMENTS, LLC (U.S.)	MANAGEMENT
AMERICAN AGCREDIT	BNP PARIBAS
AMERICAN HOME LIFE	BONDBLOXX INV
INSURANCE	MANAGEMENT
AMERISURE MUTUAL	BRIGADE CAPITAL
INSURANCE	MANAGEMENT
AMUNDI ASSET MANAGEMENT	CALIFORNIA PUBLIC
S.A.S.	EMPLOYEES RETIREMENT
ANDRITZ INC.	SYSTEM
ANGEL OAK CAPITAL	CALVERT INVESTMENT
ADVISORS	MANAGEMENT
APERTURE INVESTORS, LLC	CAPITAL ONE
ARENA CAPITAL ADVISORS,	CAPITAL RESEARCH &
LLC	MANAGEMENT COMPANY
ARES MANAGEMENT	CASTLEKNIGHT
AROSA CAPITAL	MANAGEMENT, L.P.
MANAGEMENT, L.P.	CATERPILLAR FINANCIAL
ASSET ALLOCATION &	SERVICES CORPORATION
MANAGEMENT COMPANY, LLC	CHUBB
BANK OF AMERICA MERRILL	CIFC ASSET MANAGEMENT,
LYNCH PROPRIETARY	LLC
TRADING	CIGNA HEALTH AND LIFE
BANK OF MONTREAL	INSURANCE
BANK OF NEW YORK MELLON	CION ARES MANAGEMENT
CORP	CISCO SYSTEMS CAPITAL
BARCLAYS	CORPORATION
BARCLAYS BANK, PLC	CITIBANK
BARINGS	CITIBANK, N.A.
BAYERISCHE LANDESBANK	COLUMBIA THREADNEEDLE
BAYERNINVEST	INVESTMENTS
KAPITALVERWALTUNGSGESEL	CORPORATION SERVICE
LSCHAFT MBH	COMPANY
BEACH POINT CAPITAL	CREDIT AGRICOLE GROUP
MANAGEMENT, L.P.	

CYRUS CAPITAL PARTNERS,  
L.P. (U.S.)  
DEERE CREDIT, INC.  
DEKABANK DEUTSCHE  
GIROZENTRALE  
DEUTSCHE BANK AG  
DIAMETER CAPITAL  
PARTNERS, L.P.  
DOCTORS CO AN  
INTERINSURANCE EXCHA  
DWS INVESTMENTS UK, LTD  
DYNAGEST S.A  
EATON VANCE CORP  
EATON VANCE MANAGEMENT  
ENDURANCE ASSURANCE  
CORP  
EQUITABLE HOLDINGS INC  
ERIE FAMILY LIFE INSURANCE  
CO  
FARM CREDIT EAST  
FCCI MUTUAL INSURANCE CO  
FEDERATED HERMES INC  
FEDERATED INVESTMENT  
MANAGEMENT COMPANY  
FIDELITY  
FIL LTD  
FINECO ASSET MANAGEMENT  
DAC  
FMR LLC  
FORBRIGHT  
GAM HOLDING AG  
GLENER LIFE INSURANCE  
SOCIETY INC  
GOLDMAN SACHS  
GOLDMAN SACHS BANK USA  
GOODVILLE MUTUAL  
CASUALTY CO  
GREENSTONE FARM CREDIT  
SERVICES  
GUDME RAASCHOU INVEST  
A/S  
HCSC INSURANCE SERVICES  
CO  
HEALTH OPTIONS INC  
HELABA INVEST  
KAGMBH/GERMANY

HORIZON HEALTHCARE  
SERVICES INC  
HOSPITALS INSURANCE CO INC  
HSBC BANK, USA N.A.  
HUDSON BAY CAPITAL  
MANAGEMENT, L.P.  
ICI MUTUAL INSURANCE  
INKA INTERNATIONALE  
KAGMBH  
INSIGNIA FINANCIAL LTD  
INVESCO LTD  
J SAFRA SARASIN  
INVESTMENTFONDS AG  
JEFFERIES, LLC  
JOHN DEERE CONSTRUCTION  
& FORESTRY COMPANY  
JOHN HANCOCK LIFE  
INSURANCE COMPANY (U.S.A.)  
JONES WALKER LLP  
JPMORGAN CHASE BANK, NA  
JUPITER FUND MANAGEMENT  
JYSKE BANK/ZURICH  
JYSKE INVEST  
KEYFRAME CAPITAL  
PARTNERS, L.P.  
KORNITZER CAPITAL  
MANAGEMENT INC  
LENOVO FINANCIAL SERVICES  
LORD ABBETT & CO  
MACQUARIE ASSET  
MANAGEMENT (NZ), LTD  
MELLON INVESTMENTS  
CORPORATION  
MERCER GLOBAL  
INVESTMENTS MANAGEMENT  
MFS INVESTMENT  
MANAGEMENT  
MILLENNIUM ADVISORS, LLC  
MITSUBISHI HC CAPITAL  
AMERICA, INC.  
MOBILE COMMUNICATIONS  
AMERICA  
MORGAN STANLEY  
MUNISTRATEGIES SUB-CDE  
#41, LLC  
MUNISTRATEGIES, LLC

MUZINICH & CO  
NATIONAL IMPACT FUND, LLC  
NATIONWIDE FUND ADVISORS  
NEUBERGER BERMAN  
INVESTMENT ADVISORS  
NEW ENGLAND ASSET  
MANAGEMENT, INC.  
NIF SUB IV, LLC  
NOMURA CORPORATE  
RESEARCH AND ASSET  
MANAGEMENT, INC. (U.S.)  
NORTHERN TRUST GLOBAL  
INVESTMENTS, LTD  
NORTHWEST FARM CREDIT  
SERVICES  
NORTHWESTERN MUTUAL  
LIFE INSURANCE  
NUVEEN ASSET MANAGEMENT  
NYKREDIT ASSET  
MANAGEMENT A/S  
P. SCHOENFELD ASSET  
MANAGEMENT, L.P.  
PB COMMUNITY IMPACT  
FUND, LLC  
PBCIF SUB-CDE4, LLC  
PENSIONDANMARK  
PICTET FUNDS SA  
PIMCO - PACIFIC INVESTMENT  
MANAGEMENT COMPANY  
POST ADVISORY GROUP, LLC  
PRAMERICA MANAGEMENT CO  
SA  
PRINCIPAL FINANCIAL GROUP  
INC  
PRUDENTIAL FINANCIAL INC  
QUAESTIO CAPITAL  
MANAGEMENT SGR/IT  
QUAESTIO INVESTMENTS  
SA/LUXEMBOURG  
RAINIER INVESTMENT  
MANAGEMENT LLC  
ROYAL BANK OF CANADA  
RUSSELL INVESTMENT  
MANAGEMENT

SEI INVESTMENTS CO  
SHARP BUSINESS SYSTEMS  
SIGNATURE FINANCIAL LLC  
STARWOOD  
STATE STREET CORP  
SUMMIT INVESTMENT  
PARTNERS INC  
SUN LIFE FINANCIAL INC  
TEACHERS INSURANCE &  
ANNUITY ASSOC  
THE INDUSTRIAL  
DEVELOPMENT AUTHORITY OF  
SUMTER COUNTY  
THE MISSISSIPPI BUSINESS  
FINANCE CORPORATION  
THORNBURG INVESTMENT  
MANAGEMENT INC  
TOUCHSTONE ADVISORS INC  
TRANSAMERICA INVESTMENT  
SERVICES L  
TRUIST BANK  
TRUIST EQUIPMENT FINANCE  
CORP.  
UB COMMUNITY  
DEVELOPMENT, LLC  
UBCD SUB-CDE MIDWAY, LLC  
UBS AG  
UNITED BANK  
UPMC HLTH OPTIONS INC  
VAN ECK ASSOCIATES  
CORPORATION  
VIRTU AMERICAS, LLC  
VOYA RETIREMENT  
INSURANCE AND ANNU  
WELLS FARGO & CO  
WILMINGTON SAVINGS FUND  
SOCIETY, FSB  
WILMINGTON TRUST  
WILMINGTON TRUST,  
NATIONAL ASSOCIATION  
WILSHIRE ASSOCIATES INC

**Schedule 2(g)**

**Regulatory and Governmental Agencies**

AL DEPARTMENT OF REVENUE  
CARROLL COUNTY TAX  
COMMISSIONER  
CHATHAM COUNTY TAX  
COMMISSIONER  
CHUCK PERDUE TAX  
COLLECTOR  
CITY OF BOWDON  
CITY OF CHESAPEAKE  
TREASURER  
CITY OF CHESAPEAKE,  
BARBARA O CARAWAY  
TREASURER  
CITY OF PANAMA CITY  
BUSINESS DEPT  
CITY OF SUFFOLK, RONALD H  
WILLIAMS, CITY TREASURER  
CITY TREASURER  
CO DEPARTMENT OF REVENUE  
COMPTROLLER OF MARYLAND  
COMPTROLLER OF UTAH  
COMPTROLLER OF VIRGINIA  
COUNTY OF ALBEMARLE  
COUNTY OF HENRICO, VA,  
DEPT OF FINANCE  
COUNTY OF RICHMOND  
DE SECRETARY OF STATE  
DEPT OF FINANCE, COUNTY OF  
HENRICO - BUS LICENSE TAX  
FL DEPARTMENT OF REVENUE  
FLORIDA DEPARTMENT OF  
AGRICULTURE & CONSUMER  
SERVICES  
FLORIDA DEPARTMENT OF  
ENVIRONMENTAL  
PROTECTION  
FLORIDA STATE EMERGENCY  
RESPONSE COMMISSION SERC  
GA DEPARTMENT OF REVENUE  
GEORGE COUNTY TAX  
ASSESSOR-COLLECTOR  
GEORGIA DEPARTMENT OF  
NATURAL RESOURCES

GREENWOOD COUNTY TAX  
COLLECTOR  
HM REVENUE + CUSTOMS  
IL DEPARTMENT OF REVENUE  
ISLE OF WIGHT COUNTY  
TREASURER  
JACKSON COUNTY BOARD OF  
SUPERVISORS  
JACKSON COUNTY TAX  
COLLECTOR  
MARYLAND DEPARTMENT OF  
ASSESSMENTS AND TAXATION  
ME REVENUE SERVICES  
MONROE COUNTY TAX  
COLLECTOR  
MONTGOMERY COUNTY, MD  
MS DEPARTMENT OF REVENUE  
NATIONAL ASSOCIATION OF  
ATTORNEYS GENERAL  
NC DEPARTMENT OF REVENUE  
NEW HANOVER COUNTY TAX  
OFFICE  
NORTH CAROLINA  
DEPARTMENT OF  
AGRICULTURE & CONSUMER  
SERVICES  
NORTH CAROLINA  
DEPARTMENT OF  
ENVIRONMENTAL QUALITY  
NORTH CAROLINA STATE  
EMERGENCY RESPONSE  
COMMISSION  
NORTHAMPTON COUNTY TAX  
COLLECTOR  
OFFICE OF INSURANCE AND  
SAFETY FIRE COMMISSIONER  
OFFICE OF THE UNITED  
STATES TRUSTEE FOR THE  
DISTRICT OF DELAWARE  
PA DEPARTMENT OF REVENUE  
PORTSMOUTH CITY  
TREASURER

SAMPSON COUNTY TAX  
COLLECTOR  
SC DEPARTMENT OF REVENUE  
SOUTH CAROLINA  
DEPARTMENT OF HEALTH AND  
ENVIRONMENTAL CONTROL  
SOUTHAMPTON COUNTY  
TREASURER  
STATE OF MISSISSIPPI  
DEPARTMENT OF  
ENVIRONMENTAL QUALITY  
SUMTER COUNTY AL, ANNIE  
RUTH WILSON TAX  
COLLECTOR  
SUMTER COUNTY TAX TRUST  
ACCT  
TN DEPARTMENT OF REVENUE  
TREASURER COUNTY OF  
SURRY  
TX DEPARTMENT OF REVENUE  
UNIVERSITY OF TEXAS AT  
DALLAS  
UT STATE TAX COMMISSION  
VA DEPARTMENT OF  
TAXATION  
VICTORIA L PROFFITT,  
COMMISSIONER OF THE  
REVENUE  
VIRGINIA DIVISION  
ENVIRONMENTAL QUALITY  
WAKE COUNTY TAX  
ADMINISTRATION  
WARE COUNTY TAX  
COMMISSIONER

**Schedule 2(h)**

**Largest Customers**

ADM GERMANY	UNIPER
ALBIOMA	VATTENFALL
AOT	VERDO
BAYWA	WESTERWALDER
CARGILL	ZVEZDA
CM BIOMASS PARTNERS	
DRAX	
ENGIE	
ENGIE ENERGY MANAGEMENT	
SCRL	
FRAM	
HOKURIKU ELECTRIC POWER	
COMPANY	
ICHIHARA YAWATAFUTO	
BIOMASS POWER GK	
IWPS	
JAVELIN	
LHOIST SA	
LYNEMOUTH POWER LIMITED	
MARUBENI CORP.	
MGT	
MITSUBISHI - AIOI	
MITSUBISHI - TAKETOYO	
MITSUBISHI CORP.	
mitsui	
ORSTED	
PFEIFER & LANGEN GMBH & CO.	
KG	
FRW KOLN	
POSTFACH 400527	
50835 KOLN	
PFEIFER LANGEN	
PINNACLE	
RWE	
RWE RENEWABLES GMBH	
RWE SUPPLY & TRADING GMBH	
SUMITOMO CORP.	
SUMITOMO FORESTRY CO., LTD	
SUZUKAWA ENERGY CENTER	
LTD.	
TOYOTA TSUSHO CORP.	

**Schedule 2(i)**

**Significant Vendors and Unsecured Creditors**

360 FOREST PRODUCTS INC	AMANDUS KAHL GMBH & CO KG
4B COMPONENTS LTD	AMANDUS KAHL USA CORP
4P TIMBER COMPANY LLC	AMAZON CAPITAL SERVICES INC
4R PROPERTIES INC	AMBASSADOR COMPANY
5 POINTS LAWN CENTER INC	AMERICAN MECHANICAL - ALWP
A & P TIMBER CO INC	LLC
A&B PROPANE INC	AMERICAN POLE & PILING INC
A&J PEST SERVICE INC	AMERICAN STOCK TRANSFERS &
A1 FURNITURE HOLDINGS LLC	TRUST COM
AAA COOPER TRANSPORTATION	AMETEK ARIZONA INSTRUMENT LLC
AAA TREE EXPERTS INC	AMORY HARDWARE LLC
ABB INC	AMORY WATER AND ELECTRIC
ABENDOCK SECURITY SOLUTIONS	ANDREWS & COLE LLC
INC	ANDRITZ INC
ABSOLUTE FREIGHT BROKERAGE	ANDREW W. DOWNS
LLC	ANVIL ATTACHMENTS LLC
AC CONTROLS COMPANY INC	ANVIL CORPORATION
ACE HARDWARE OF AHOSKIE INC	AON RISK SERVICES SOUTHWEST INC
ACES GLOBAL QUALITY SERVICES	APPLIED INDUSTRIAL
USA LLC	TECHNOLOGIES DIXIE INC
ADAMS-WARNOCK INC	ARAMARK REFRESHMENT SERVICES
ADVANCED ELECTRONIC SERVICES	ARBOR TECH FOREST PRODUCTS INC
INC	ARC3 GASES INC
ADVANCED TECHNOLOGY SERVICES	ARCOLA LUMBER COMPANY INC
INC	ARROW LLC
AEROTEK INC	ARROWHEAD ENVIRONMENTAL
AFCO CREDIT CORPORATION	SERVICES LLC
AG ELECTRICAL LLC	ASAP EXPEDITING & LOGISTICS
AGGREKO LLC	ASCENDUM MACHINERY INC
AIRGAS USA LLC	ASGCO MFG INC
AIRMATIC INC	ASHLEY FARMS AND TRUCKING LLC
ALABAMA ELECTRIC COMPANY INC	ASSOCIATION RESOURCE GROUP INC
OF DOTHAN	AT&T CORP
ALABAMA POWER COMPANY	AT&T U-VERSE
ALAN KILMORE	ATC ALMA TELEPHONE CO INC
ALERT MEDIA INC	ATLANTECH ONLINE INC
ALGS INC	ATLANTIC CONSTRUCTORS INC
ALL4 LLC	ATMOS ENERGY CORPORATION
ALPHA ENVIRONMENTAL SERVICES	AUBURN FILTERSENSE LLC
LLC	AV PRODUCTS INC
ALTA CONSTRUCTION EQUIPMENT	AXIS ENTERPRISES INC DBA AXIS
FLORIDA	PROMOTIONS
ALTAIR EQUIPMENT COMPANY INC	B&B HOSE & RUBBER CO INC



B&B LUMBER  
B&D INDUSTRIAL INC  
B&D TECHNOLOGIES  
B+B ICE OF TAMPA BAY INC  
BAG SUPPLY CO INC  
BARCLAYS BANK PLC  
BARGE FOREST PRODUCTS LLC  
BATEMAN LOGGING CO INC  
BATTLE LUMBER CO INC  
BAY DISPOSAL LLC  
BAY LINE RAILROAD LLC  
BCC WASTE SOLUTIONS LLC  
BEACH TIMBER CO INC  
BEADLES & BALFOUR LLC  
BEAL LUMBER CO INC PROSPERITY  
BEAMON & JOHNSON INC  
BEARINGS & DRIVES INC DBA B&D INDUSTRIAL  
BEASLEY FOREST PRODUCTS INC  
BEASLEY TIMBER CO INC  
BELL AND SONS TRUCKING CO INC  
BELLWETHER RESOURCES LLC  
BELZONA CAROLINA INC  
BENJAMIN C. WEILAND  
BENSON TIMBER SERVICES INC  
BEST WADE PETROLEUM INC  
BHC TRUCKING INC  
BIEWER SAWMILL NEWTON LLC  
BILL.COM  
BILLY BARNES ENTERPRISES  
BINDERHOLZ ENFIELD LLC  
BINDERHOLZ LIVE OAK LLC  
BIOMASS ENERGY LAB  
BLANCHARD MACHINERY COMPANY  
BLUEWATER RENTALS LLC  
BOISE CASCADE WOOD PRODUCTS LLC  
BOLLINGER SHIPYARDS LLC  
BOONE LOGGING CO. INC.  
BORDER STATES INDUSTRIES INC  
BOWLING LOGGING INC  
BOXHUB  
BRANDON LOUIS SHIELDS  
BRENNTAG MID SOUTH INC  
BREWER COMPANY ACE  
BRIGGS EQUIPMENT INC

BROADWAY TECHNOLOGIES INC  
BRUKS SIWERTELL INC  
BUCHANAN HARDWOOD FLOORING LLC  
BUCHANAN LUMBER  
BULK BAG DEPOT INC  
BURGERWORLD INC  
BURKES MECHANICAL INC  
BUSINESS WIRE INC  
BVN THANH CHUONG JOINT STOCK COMPANY  
C CRAIG PEPPE CONSULTING LLC  
CABIN LUMBER LLC  
CADENCE PETROLEUM GROUP  
CAGLE SAWMILL INC  
CAJUN INDUSTRIES LLC  
CALLIE KAY'S GENERAL STORE & OUTFITTERS  
CAMPBELL OIL COMPANY  
CANAL WOOD  
CANFOR SOUTHERN PINE INC  
CAREFIRST BLUECROSS BLUESHIELD  
CAREY LOCKE LOGGING CO INC  
CAROLINA COMMONWEALTH FOREST PRODUCTS  
CAROLINA EAST FOREST PRODUCTS LLC  
CAROLINA FOREST PRODUCTS INC  
CAROLINA PINE & HARDWOOD INC  
CAROLINA SHAVINGS INC  
CAROLINA TIMBER BROKERS LLC  
CARROLL EMC  
CARTER MACHINERY COMPANY INC  
CATERPILLAR FINANCIAL SERVICES CORP  
CDW DIRECT LLC  
CEDAR CREEK TIMBER COMPANY INC  
CENTURY LINK  
CERTIFIED LABORATORIES  
CFF STAINLESS STEELS INC  
CHARLIE GARNER  
CHAPEL STEEL CORP  
CHASE RIDDICK  
CHARLES DOOLITTLE  
CHARLES F HIGGINBOTHAM IV

CHEM-AQUA INC  
CHRISTOPHER PASCAL  
CHRISTOPHER WARDWELL  
CINTAS CORPORATION  
CIRCLE C TRACTOR LLC  
CIRCLE S RANCH INC CIRCLE S  
SHAVINGS  
CIRCLE T LTD INC  
CISCO SYSTEMS CAPITAL CORP  
CITY OF MARIANNA  
CLARY LUMBER CO INC  
CLAYBOURN WALTERS LOGGING CO  
INC  
CLEAR CREEK WOOD PRODUCTS INC  
CLEMENTS MECHANICAL INC  
CLEVELAND CASCADES LTD  
CLINTON D. PEARCE  
CLIMAX METAL PRODUCTS  
COMPANY  
CN BROWN PLASTICS INC  
COASTAL CAROLINA LAND AND  
TIMBER LLC  
COASTAL FORESTRY SERVICES INC  
COASTAL PLAIN TIMBER CO INC  
COASTAL STAFFING LLC  
COCA SALES INC  
CODY L CORDON TRUCKING LLC  
COLEY ROAD LANDFILL  
COLONY TIRE CORPORATION  
COLUMBUS RUBBER & GASKET CO  
INC  
COMFORT SYSTEMS USA SOUTHEAST  
INC  
COMMERCIAL READY MIX  
PRODUCTS INC  
COMMISSIONERS OF PUBLIC WORKS  
COMMUNITY COFFEE COMPANY LLC  
CONCUR TECHNOLOGIES INC  
CONETOE LAND & TIMBER LLC  
CONNECTOR SPECIALISTS INC  
CONNELL FINANCE COMPANY INC  
CONNER HOLDINGS LLC  
CONSOLIDATED MILL SUPPLIES LLC  
CONTINENTAL CONVEYOR &  
MACHINE WORKS LTD  
CONTROL UNION USA INC

CONVEYOR COMPONENTS COMPANY  
INC  
COOPER MARINE & TIMBERLANDS  
CORP  
CORBETT TIMBER COMPANY  
COSFAR MARINE INTERNATIONAL  
CO LTD  
COTTON COMMERCIAL USA INC  
COTTON CREEK CHIP COMPANY  
COTTONDALE HIGH SCHOOL  
CP 7272 WISCONSIN AVENUE LLC  
CPG INC  
CRAB TRUCKING LLC  
CRAIG SPENCER AND SONS INC  
CRANWORKS INC  
CRAWFORD ELECTRIC SUPPLY CO  
INC  
CRAWFORDS CONTRACTING  
SERVICES  
CRAWLEY TIMBER CO  
CREEDMOOR FOREST PRODUCTS INC  
CRESCENT SUPPLY CO INC  
CRIGLER ENTERPRISES INC  
CROFTON CONSTRUCTION SERVICES  
INC  
CROSS CITY LUMBER LLC  
CROSSTIES PLUS LLC  
CROW BURLINGAME CO DBA  
BUMPER TO BUMPER  
CRYSTAL SPRINGS INC  
CSX TRANSPORTATION INC  
CULLIGAN WATER CONDITIONING  
CULLIGAN WATER OF GOLDSBORO  
CURBELL PLASTICS INC  
CUSTOM ADVANCED CONNECTIONS  
CUSTOM QUALITY SCAFFOLDING INC  
CVS CAREMARK  
CW MOORE & SONS LLC  
CWT INC  
D TAYLOR COMPANY  
D&D MECHANICAL INC  
D&J FARMS INC  
D&T SAWMILL  
DAIICHI CHUO KISEN KAISHA  
DARDEN LOGGING LLC  
DARREN GRAVEEL

DATA2GO WIRELESS  
DAVID C RAYNOR LOGGING INC  
DAVID SAMMON  
DAVID T PICKLE TIMBER CO INC  
DAVIS LOGGING OF VA INC  
DE LAGE LANDEN FINANCIAL  
SERVICES INC  
DEERPOINT TIMBER PRODUCTS INC  
DESERET CATTLE & TIMBER  
DESOTO TIMBER INC  
DIALPAD INC  
DILLON SUPPLY COMPANY  
DISCOUNT TWO WAY RADIO  
CORPORATION  
DIXIE LAND TIMBER COMPANY LLC  
DJ POWERS CO INC  
DOCEBO NA  
DOCUSIGN INC  
DODGE MECHANICAL POWER  
TRANSMISSION COMPANY  
DOMESTIC FUELS & LUBES INC  
DOMINION NORTH CAROLINA  
POWER  
DOMINION VIRGINIA POWER  
DONALDSONS BACKHOE SERVICE  
LLC  
DORSSERS INC  
DOUBLE CREEK RODEO COMPANY  
DRAKE SAWMILL LLC  
DUKE ENERGY  
DUONG LINH PRODUCTION  
COMPANY LIMITED  
DUPONT PINE PRODUCTS LLC  
DURAGRIND INC  
DURR SYSTEMS INC  
DUSTEX LLC DBA LDX SOLUTIONS  
E FIRE INC  
E&S CUSTOM FABRICATION  
EAST CAROLINA TIMBER LLC  
EAST COAST TERMINAL COMPANY  
EAST COAST WELDING LLC  
ECONOMY PRINTING INC  
EDDIE RAINS SHAVINGS INC  
EDGAR FOGLEMAN  
EDSEL G BARNES III LLC  
EFAX CORPORATE

EFIRD LAND & TIMBER CO INC  
ELDRIDGE HARDWARE CO INC  
ELECTRIC MOTOR AND REPAIR INC  
ELECTRIC MOTOR SALES & SERVICE  
INC  
ELECTRIC MOTOR SERVICE OF  
CLINTON INC  
ELECTRIC MOTOR SHOP OF WAKE  
FOREST INC  
ELECTRIC SUPPLY & EQUIPMENT CO  
ELECTRICAL EQUIPMENT COMPANY  
ELKINS SAWMILL INC  
EMERGENCY SYSTEMS INC  
EMPREMEDIA RE DAC  
ENDUSTRA FILTER  
MANUFACTURERS  
ENFIELD TIMBER LLC  
ENGINEERED OUTDOOR PRODUCTS  
LLC  
ENGINEERED SYSTEMS INC  
ENGLEWOOD ELECTRICAL SUPPLY  
ENSPIRE ENERGY LLC  
ENTERPRISE FLEET MANAGEMENT  
TRUST  
ENVIVA TOOLING SERVICES  
COMPANY LLC  
EPES LOGISTICS SERVICES INC  
EPPERSON AND CO INC  
EQUINITI TRUST COMPANY LLC  
EQUIPMENTSHARE.COM INC  
ESENTIRE INC  
ESTIAL VERNON REYNOLDS III  
EVEREST SCALE INC  
EXPRESS EMPLOYMENT  
PROFESSIONALS  
EZZELL TRUCKING INC  
FAGUS GRECON INC  
FALLING OAK ENTERPRISES LLC  
FAMILY TREE FORESTRY LLC  
FARM AND BUILDERS SUPPLY LLC  
FARMERS PRODUCE CO  
FASTENAL COMPANY CORP  
FASTENER SERVICE INC  
FEDEX FREIGHT INC  
FENG GUANG GREEN ENERGY  
ENTERPRISE INC

FERGUSON US HOLDINGS INC  
FIDELITY INVESTMENTS  
INSTITUTIONAL OPERATIONS CO INC  
FIRE CONNECTIONS INC  
FIRST CALL TRUCK PARTS  
FLAMEX INC  
FLEXTECH ENGINEERING INC  
FLORIDA DEPARTMENT OF REVENUE  
FLORIDA FORESTRY ASSOCIATION  
FLOWER TIMBER COMPANY INC  
FLUID FLOW PRODUCTS INC  
FLUID SOLUTIONS LLC  
FLY TIMBER  
FNA INC DBA FIREFLY NORTH  
AMERICA INC  
FOOTHILLS FOREST PRODUCTS INC  
FOR2FI  
FOUNTAIN CREEK TIMBER LLC  
FPL NW FL  
FRANK & SONS LOGGING  
FRANKLIN LUMBER LLC  
FYBR SOLUTIONS INC  
GASBURG LAND & TIMBER  
COMPANY INC  
GATES MILLING INC  
GATOR WOOD INC  
GECKO ROBOTICS INC  
GENERAL IRON AND STEEL CO INC  
GENERAL MILLWRIGHT SOLUTIONS  
LLC  
GENERAL TRUCK PARTS AND  
EQUIPMENT  
GENESIS III INC  
GEORGIA MILL SUPPLY INC  
GEORGIA NATURAL GAS COMPANY  
GEORGIA PACIFIC WFS LLC  
GEORGIA PETROLEUM INC  
GEORGIA POWER  
GLEN HENDERSON LOGGING &  
TRUCKING CO INC  
GLENN TECH INTERNATIONAL  
GROUP LP  
GLOBAL INDUSTRIAL  
GLOBAL TIMBER SOLUTIONS LLC  
GLS STAFFING

GREAT SOUTH TIMBER & LUMBER  
LLC  
GREAT SOUTHERN WOOD  
PRESERVING INC  
GREAT WOODS COMPANIES LLC  
GREGORY POOLE EQUIPMENT  
COMPANY  
GRIFFIN EXTERMINATING CO INC  
GRIZZLY INDUSTRIAL INC  
GTI SERVICES LLC  
GUARDIAN LIFE INSURANCE CO  
CLAIMS  
GULF BREEZE LANDSCAPING LLC  
GULF COAST BUSINESS SUPPLY CO  
GULF SALES & SUPPLY INC  
H&M CONSTRUCTION CO LLC  
HALLS FIRE & SAFETY INC  
HAMILTON BROTHERS  
CONSTRUCTION CO LLC  
HANKINS INC  
HARDY TECHNOLOGIES LLC  
HARMON TRUCKIN  
HAROLD BECK & SONS INC  
HARTFORD FINANCIAL SERVICES  
GROUP INC  
HEPACO LLC  
HERALD LEASING INC  
HERC RENTALS INC  
HERITAGE LAND & TIMBER  
HERRING ELECTRIC  
HERTFORD COUNTY TAX  
COLLECTOR  
HEUMANN ENVIROMENTAL CO LLC  
HIGH ROCK FOREST PRODUCTS INC  
HOFLER LOGGING INC  
HOGENTOGLER & CO INC  
HOLDEN TEMPORARIES INC  
HOLIDAY ICE INC  
HOLLAND MANUFACTURING CO INC  
HOLLOWAY COMPANY INC  
HOLMES TOOLS & ENGINEERING  
HOLSTON GASES INC  
HOME OIL COMPANY INC  
HOMETRUST BANK  
HOOD INDUSTRIES INC  
HP WOOD PRODUCTS OF BLADEN

HRT MARINE SERVICES LLC  
HSBC BANK USA NATIONAL  
ASSOCIATION  
HUX SAFETY SOLUTIONS LLC  
HW CULP LUMBER COMPANY  
HYDRADYNE LLC  
HYG FINANCIAL SERVICES INC  
IBX LUMBER LLC  
IFM EFECTOR INC  
INDEED INC  
INDIGRO PLANT DESIGN LLC  
INDUSTRIAL CONVEYOR BELT  
SYSTEMS LLC  
INDUSTRIAL CUTTING TOOL INC  
INDUSTRIAL ELECTRICAL SUPPLY  
LLC  
INDUSTRIAL MACHINE INTEGRATION  
INC  
INDUSTRIAL RELIABILITY AND  
REPAIR LLC  
INEZ FOREST INDUSTRIES INC  
INSIGHT SERVICES INC  
INSTAR GROUP LLC  
INSULATING SERVICES INC  
INTEGRATED POWER SERVICES LLC  
INTERFOR US INC  
INTERMAT LLC  
INTERNATIONAL PAPER COMPANY  
IPEC INC  
IRON MOUNTAIN INC  
IRONDALE INDUSTRIAL  
CONTRACTORS INC  
IRVIN AUTO PARTS  
IRWIN TIMBER CO  
IVC TECHNOLOGIES  
JACKSON COUNTY PORT AUTHORITY  
JACK BATTE & SONS INC  
JACKSON COUNTY UTILITIES  
JAMES CELLA JR  
JAMES PEST CONTROL  
JAMES R FINCHER TIMBER CO INC  
JAY INDUSTRIAL REPAIR INC  
JE KERR TIMBER COMPANY  
JEREMYS TIMBER INC  
JERNIGAN FOREST PRODUCTS LLC  
JERNIGAN OIL COMPANY INC

JET FARMS LLC  
JGH II INC  
JIMMIE CROWDER EXCAVATING &  
LAND CLEARING INC  
JIMMY D NELMS LOGGING INC  
JIUDICY INC DBA LABOR FINDERS  
JMP EQUIPMENT COMPANY LLC  
JOE MOORE & COMPANY INC  
JOHNSON CONTROLS FIRE  
PROTECTION LP  
JOHNSON SAWMILL  
JOHN SCOTT  
JOHN W. BAIRD  
JONATHAN HORTON SR  
JONATHAN TODD DBA  
JONAH COLLINS  
JORDAN LUMBER & SUPPLY INC  
JOSEY LUMBER COMPANY INC  
JOT EM DOWN  
JP MORGAN EQUIPMENT FINANCE  
JR FRAZIER  
JUNIOR AUXILIARY OF AMORY MS  
INC  
JUSTIN BURGESS  
JW JONES LUMBER COMPANY INC  
K AND J TRANSPORT  
K MACHINE INDUSTRIAL SERVICES  
LLC  
KANDJ WINSUPPLY INDUSTRIAL PVF  
KCW CONTRACTING LLC  
KENNEDY FOREST PRODUCTS INC  
KERMIT BROOME & SONS  
WOODCHIPPING INC  
KESHAAN R CUFFEE  
KING LUMBER INC OF LIBERTY SC  
KLUBER LUBRICATION NA LP  
KONECRANES INC  
KR SNEAD TRUCKING INC  
KURGAN LANDCARE INC  
LAKESIDE TIMBER & LAND  
MANAGEMENT LLC  
LAMPE & MALPHRUS LUMBER CO  
INC  
LANDON BARRIER  
LANGDALE FOREST PRODUCTS CO  
INC

LAUREL RUBBER & GASKET CO INC  
LAURITZEN BULKERS A/S  
LAWRENCE P DUGGER LOGGING LLC  
LAWSON PRODUCTS INC  
LE BLEU SARY DISTRIBUTING, INC  
LEE HARDWARE & BUILDING SUPPLY  
INC  
LEE SPRING LLC  
LEE JACKSON  
LEWIS AND RAULERSON INC  
LEWIS BROTHERS LOGGING  
LEWIS BROTHERS LUMBER  
COMPANY INC  
LEWIS SMITH SUPPLY CORP  
LIBERTY ELECTRIC LLC  
LIFTONE LLC  
LIGHT VENDING CO INC DBA  
LIGHTHOUSE COFFEE CO  
LINDE INC  
LIQUID HANDLING EQUIPMENT INC  
LOG CREEK TIMBER COMPANY  
LORENZO THOMPSON  
LOWE CONSTRUCTION CO LLC  
LUBRICATION ENGINEERS INC  
LUMBER RIVER TIMBER COMPANY  
INC  
LUNDBERG LLC DBA LDX  
SOLUTIONS  
M&J CARROLL LLC  
M&M BIOMASS PTE LTD  
M&M TIRE COMPANY INC  
MA RIGONI INC  
MABREY TRUCKING INC  
MACKENZIE HEASLIP  
MACROSEAL INC  
MACS SUPPLY OF SAVANNAH LLC  
MADEM MOORECRAFT REELS USA  
INC  
MADER BEARING SUPPLY INC  
MADISON WOOD PRODUCTS INC  
MAGNOLIA FOREST RESOURCES INC  
MAGNOLIA LAND & TIMBER LLC  
MARIETTA DRY KILN LLC  
MARIETTA WOOD SUPPLY  
MARINE OIL SERVICE INC  
MARKIT NORTH AMERICA INC

MARMON KEYSTONE LLC  
MARTIN ENGINEERING COMPANY  
MARTIN SPROCKET & GEAR INC  
MATHESON TRI GAS INC  
MATHIS PLUMBING & HEATING CO  
INC  
MAXIM SYSTEMS INC  
MAYER ELECTRIC SUPPLY COMPANY  
INC  
MCABEE CONSTRUCTION INC  
MCARTHER ANDREWS TRUCKING  
MCLEOD HEALTH FOUNDATION  
MCMASTER-CARR SUPPLY COMPANY  
MCNAUGHTON MCKAY ELECTRIC  
COMPANY  
MCPHERSON COMPANIES INC DBA  
MCPHERSON OIL  
MCWHORTER LAND AND TIMBER  
MD TRUCKING OF LUCEDALE MS LLC  
MEDLIN FOREST PRODUCTS LLC  
MEHERRIN RIVER FOREST PRODUCTS  
MELVIN M WATERS LOGGING INC  
MESSER HARDWARE INC  
METAL TECH INC  
METAL TECHNOLOGIES OF  
MUFREESBORO  
METSO USA INC  
METTLER TOLEDO LLC  
MGT TEESSIDE LTD  
MICHAEL BERNAT  
MICHAEL FLINT  
MICHAEL L GOODSON LOGGING INC  
MICKEY KNAPP LLC  
MICRONICS ENGINEERED  
FILTRATION GROUP  
MICROSOFT CORPORATION  
MID SHIP GROUP LLC  
MILLER TRANSPORT LLC  
MILTON J WOOD FIRE PROTECTION  
INC  
MISSISSIPPI DEPARTMENT OF  
REVENUE  
MISSISSIPPI MILITARY DEPARTMENT  
MISSISSIPPI POWER  
MMR CONSTRUCTORS INC

MOBILE FOREST PRODUCTS &  
BIOMASS INC  
MOBILE REPAIR SOLUTIONS  
MOL DRYBULK LTD  
MORGAN LUMBER COMPANY INC.  
MORRIS FORESTRY SERVICES LLC  
MOTION INDUSTRIES INC  
MOTION RECRUITMENT PARTNERS  
LLC  
MOYOCK FARMS ASSOCIATES INC  
DBA CURRITUCK SAND CO  
MR JANITOR JANITORIAL AND  
CARPET CLEANING INC  
MSC INDUSTRIAL SUPPLY - CLASS C  
SOLUTIONS  
MUR SHIPPING BV  
MURRAY FORESTRY INC  
MYBASEPAY USA LLC  
MYERS TIMBER CO LLC  
NAPA AUTO PARTS  
NATIONWIDE BOILER INC DBA  
PACIFIC COMBUSTION ENGINEERING  
NC STATE PORTS AUTHORITY  
NEIL BURGESS FARMS  
NELSON LAND SERVICES LLC  
NEW DIXIE OIL CORPORATION  
NEW EAST TIMBER CO INC  
NEW PIG CORPORATION  
NEW YORK BLOWER COMPANY  
NITEL INC  
NORDEN  
NORFOLK BEARING & SUPPLY CO  
INC  
NORTH FLORIDA WOODLANDS INC  
NORTH WIND PROCESSING COOLING  
LTD  
NORTHAMPTON COUNTY PUBLIC  
WORKS DEPT  
NORTHERN BLOWER  
NORX INC  
NOTTOWAY FOREST RESOURCES  
NWL INC  
NYK BULK & PROJECTS CARRIERS  
LTD  
NYK BULKSHIP (ATLANTIC) NV  
ODYSSEY FIRE PROTECTION INC

OLD DOMINION FIRE COMPANY  
ONE ENVIRONMENTAL MID  
ATLANTIC LLC  
ONE PARKING 724 INC  
ONEAL CONSTRUCTORS LLC  
O'NEAL STEEL INC  
ONEAL STEEL LLC  
ORACLE AMERICA INC  
ORION ICS LLC  
ORKIN LLC  
PACIFIC BASIN SUPRAMAX LTD  
PADUCAH RIGGING  
PALLET SOURCE INC  
PALLETONE OF VIRGINIA LLC  
PALMETTO STATE FLUID POWER  
PAMLICO LAND & TIMBER CO  
PANAMA CITY PORT AUTHORITY  
PANHANDLE FORESTRY SERVICES  
INC  
PARADISE POINT MARINE LLC  
PARKER CONSTRUCTION INC  
PARKER OIL & PROPANE  
PARKS PORTABLE TOILETS INC  
PARSONS WOODWORKING INC  
PATRIOT SHREDDING  
PATTONS INC  
PAUL A WILSON  
PCL SHIPPING PTE LTD  
PEARL RIVER LAND & TIMBER LLC  
PEMBELTON FOREST PRODUCTS INC  
PENNELL REYNOLDS  
PERSIMMON GROUP LLC  
PETE JOHNSON LOGGING  
PETERSON NEDERLAND BV  
PETROCHOICE LLC  
PHELPS FAN LLC  
PHELPS INDUSTRIES INC  
PHILLIP'S TOWING SERVICE INC  
PHU TAI BIO-ENERGY CORPORATION  
PICKIN PINES INC  
PIEDMONT LAND & TIMBER LLC  
PIEDMONT NATURAL GAS  
PIEDMONT PULP INC  
PIEDMONT TIMBER INC  
PIERCE TIMBER COMPANY INC  
PINE PRODUCTS LLC

PINECREST TIMBER CO  
PITTS LOGGING INC  
PLANFUL INC  
PLANTATION ENTERPRISES INC  
POLITICO LLC  
POLLARD LUMBER COMPANY  
POWELL HOLDINGS LIMITED LLC  
POWER MECHANICAL INC  
PPG TIMBER LLC  
PRECISION INC  
PRECISION MACHINE &  
MANUFACTURING CO INC  
PREMIER CHEMICALS & SERVICE LLC  
PRICES GARAGE & HEAVY DUTY  
TOWING  
PRIIMORIS ENERGY SERVICES CORP  
PROCONEX INC  
PRODESA NORTH AMERICA  
CORPORATION  
PROFUNDUS HOLDINGS INC  
PRUDENTRX LLC  
PTS ADVANCE  
PUCKETT MACHINERY CO DBA  
PUCKETT POWER SYSTEMS  
QUALITY CONVEYOR SOLUTIONS  
QUALITY PLUS SERVICES INC  
QUINCY COMPRESSOR LLC  
R & M FABRICATION INC  
R E MICHEL COMPANY LLC  
R&L CARRIERS INC  
R&R SECURITY LLC  
R&S LOGGING INC  
RACCOON SILVA LLC  
RADIANT GLOBAL LOGISTICS INC  
DBA SERVICE BY AIR  
RAINBOW SPRING WATER INC  
RAMIN RASHIDI  
RAPID WIRELESS LLC  
RAY & SON HEATING & AIR  
CONDITIONING INC  
RAYONIER AM PRODUCTS INC  
RAYONIER TRS HOLDINGS INC DBA  
RAYONIER TRS FOREST OPERATIONS  
RED LINE PRECISION MACHINING INC  
RELIABILITY PLUS LLC  
RENEWABLE GREEN INC

RENT A JOHN  
RESOLUTE CROSS CITY LLC  
REX LUMBER BRISTOL LLC  
REX LUMBER COMPANY INC  
REX LUMBER TROY LLC  
RICHARD B SCOTT FARMS  
RICHARD H SHORT  
RICKIES TRUCKING  
RIVER RIDGE FOREST PRODUCTS INC  
RIVER RIDGE TIMBER LLC  
RL KUNZ INC  
ROANOKE PORT A JOHNS INC  
ROBERT E CAROLL LOGGING INC  
ROBERT NISKA  
ROCKWELL AUTOMATION INC  
ROLISON TIE & LUMBER  
RONNIE E WATERS LOGGING LLC  
ROSEBURG FOREST PRODUCTS CO  
ROSEBURG RESOURCES COMPANY  
ROSEMOUNT INC  
ROTEX GLOBAL LLC  
ROUNDTABLE LEARNING LLC  
ROYAL QUALITY MAINTENANCE INC  
RUSS LOGGING LLC  
RUSSELL EXPRESS LLC  
RYDER INTEGRATED LOGISTICS INC  
RYLAND ENVIRONMENTAL INC  
S & S FRAMES  
S&B ENGINEERS AND  
CONSTRUCTORS LTD  
S&M TIMBER PRODUCTS INC  
S&P GLOBAL RATINGS  
S&S INDUSTRIAL SUPPLY CORP  
S&S SPRINKLER CO LLC  
SAFETY KLEEN SYSTEMS INC  
SALES SYSTEMS LIMITED  
SAM CARBIS SOLUTIONS GROUP LLC  
SAMMY'S SEPTIC SERVICE  
SAMPSON COUNTY PUBLIC WORKS  
SAMUEL SON AND CO (USA) INC  
SANDHILLS TIMBER COMPANY  
SAPPHIRE GAS SOLUTIONS LLC  
SAPPS LAND & EXCAVATING INC  
SASNETT AND COLIE TIMBER  
COMPANY LLC  
SATELLITE SHELTERS INC



SAVANNAH BULK TERMINAL LLC  
SCHAEFFER MANUFACTURING  
COMPANY  
SCOTT & SON CONSTRUCTION &  
MECHANICAL SERVICES INC  
SCOTT DAVIS CHIP CO INC  
SEABOARD TIMBER CO INC  
SEGRA  
SELF RISING CLEANING SERVICE  
CORP  
SELLERS FOREST PRODUCTS INC  
SENTRY DATA MANAGEMENT LLC  
SERIES ONE OF TWIN CREEKS  
TIMBER LLC DBA GREEN DIAMOND  
MANAG  
SETH WUNDERLY  
SGS UNITED KINGDOM LTD  
SGS VIETNAM LTD  
SHAUN WAYNE SEWELL  
SHAVENDER TRUCKING LLC  
SHERWIN WILLIAMS CO  
SHRED IT USA LLC  
SHUTTLEWAGON A NORDCO  
COMPANY INC  
SHW STORAGE & HANDLING  
SOLUTIONS  
SIGMA THERMAL INC  
SIGNET MARITIME CORPORATION  
SLR INTERNATIONAL CORPORATION  
SMITH INDUSTRIAL SERVICE INC  
SOLID MACHINE INNOVATIONS LLC  
SOLUNI LLC  
SONIC AIR SYSTEMS INC  
SOUTH ATLANTIC GALVANIZING  
SOUTHEAST CLEANING SOLUTIONS  
LLC  
SOUTHEAST FIBER SUPPLY INC  
SOUTHEAST FOREST PRODUCTS  
MANUFACTURING INC  
SOUTHEAST INDUSTRIAL  
EQUIPMENT INC  
SOUTHEAST PUMP SPECIALIST INC  
SOUTHEASTERN SUPPLY LLC  
SOUTHEASTERN TIMBER PRODUCTS  
SOUTHERN LIGHT LLC DBA UNITI  
FIBER

SOUTHERN MATERIAL HANDLING  
INC  
SOUTHERN PEST CONTROL  
SOUTHERN VENDING  
SOUTHERNTIMBER PRODUCTS INC  
SOUTHLAND FOREST PRODUCTS INC  
SOUTHLAND MILLING COMPANY  
SPANISH TRAIL LUMBER COMPANY  
LLC  
SPANKY'S PORTABLE TOILETS  
SPITZER INDUSTRIES INC  
SPRINGER ENERGY  
SS JANITORIAL LLC  
SSA GULF INC  
ST LOUIS SCREW AND BOLT  
STAFFORD NUT & BOLT  
STAPLES INC  
STAR FIRE EXTINGUISHER INC  
STAR SERVICE INC OF MOBILE  
STEALTH PARTNER GROUP  
STELLA-JONES CORPORATION  
STELTER & BRINCK LTD  
STEPHEN T. BOOHER  
STONE TIMBER CORPORATION  
STS OPERATING INC DBA  
SUNSOURCE  
STUART C IRBY CO  
SULLIVAN CONTRACTING INC  
SUMMERLIN LLC  
SUNBELT RENTALS INC  
SUNBELT TERMITE & PEST CONTROL  
SUNRISE SHAVINGS LLC  
SUPERIOR INDUSTRIAL  
CONTRACTORS LLC  
SUSTAINABLE BIOMASS PROGRAM  
LIMITED  
SWAIN & TEMPLE INC  
SWAMPFEST INC  
SWECO  
SWIFT LUMBER INC  
SWIRE BULK PTE LTD  
TAR LAND & TIMBER INC  
TAYLOR CORPORATION  
TAYLOR PALLETS & RECYCLING INC  
TAYLOR SAWMILL INC

TAYLORS REPAIR HEATING AIR &  
ELECTRICAL LLC  
TB WOODS INCORPORATED  
TC CONSTRUCTION INC  
TC LOGGING INC  
TD DRAKE CONSTRUCTION  
COMPANY LLC  
TEAL SALES INC  
TECH SPECIALIST INC  
TECO PEOPLES GAS  
TECTRON ENGINEERING COMPANY  
TEG ENTERPRISES INC  
TENCARVA MACHINERY COMPANY  
TERMINIX COMPANY INC  
TEWS OF AMERICA CORP  
THERMAL PROCESS DEVELOPMENT  
LLC  
THIEN HOANG CONSTRUCTION &  
TRADING CO LTD  
THOMPSON MACHINERY COMMERCE  
CORP  
THOMPSON TRACTOR CO INC  
THOM'S TRANSPORT CO INC  
THRIVE OPERATIONS LLC  
THUR O CLEAN INC  
TIC THE INDUSTRIAL COMPANY  
TICE ENGINEERING INC  
TIDEWATER FLEET SUPPLY LLC  
TIDEWATER LAND & TIMBER LLC  
TIFCO INDUSTRIES INC  
TIFFANY WILKERSON  
TIMBCO LLC  
TIMBER COMPANY LLC  
TIMBERLAND PRODUCTS INC  
TIMBERLINE TRUCKING INC  
TIN NHAN COMPANY LIMITED  
TLC CONTRACTING INC  
TOTAL QUALITY LOGISTICS LLC  
TOYOTA INDUSTRIES COMMERCIAL  
FINANCE INC  
TR MILLER MILL COMPANY INC  
TRACYS LOGGING LLC  
TRASH ROLLOFF OF BAY COUNTY  
TRASK INSTRUMENTATION INC  
TREE TOP TIMBER INC  
TREKNOCOM ENGINEERING PVT LTD

TRI COUNTY POLE & PILING INC  
TRI STATE LAND & TIMBER LLC  
TRIANGLE EAST TIMBER CO INC  
TRIANGLE FOREST PRODUCTS INC  
TRICO GRADING INC  
TRICOM COMMUNICATION SERVICES  
INC  
TRICON WEAR SOLUTIONS LLC  
TRIMBLE FORESTRY CORPORATION  
TRIPLE H SPECIALTY CO INC  
TRIPLE H TRANSPORT INC  
TRIPLE J TIE & TIMBER  
TRIPLE O ENTERPRISES INC  
TRIPLE OAK LAND & TIMBER INC  
TRIPLE W LOGGING INC  
TRITEX LLC  
TROY LUMBER COMPANY  
TTL INC  
TURN BULL LUMBER CO  
TURN2 SPECIALTY COMPANIES LLC  
TURNER AUTO PARTS  
TW TRUCKING  
TWO RIVERS INC  
TYLER M. BROWN  
UE SYSTEMS INC  
UKG INC DBA ULTIMATE SOFTWARE  
GROUP INC  
ULINE INC  
UNDER PRESSURE WILMINGTON LLC  
UNIFIRST  
UNIFIRST FIRST AID & SAFETY  
UNIGUARD  
UNION LEVEL LAND & TIMBER LLC  
UNIPER BENELUX NV  
UNITED RENTALS  
UNIVAR SOLUTIONS USA INC  
US AIR FILTRATION INC  
US BANK NATIONAL ASSOCIATION  
US BLADES SUB LLC  
US MACHINE SERVICES INC  
US TRANSPORTATION SERVICES  
USNR LLC  
VACUUM TRUCK RENTALS LLC  
VALLEY BEVERAGE SOLUTIONS  
VARN INC  
VARN WOOD PELLETS

VARN WOOD PRODUCTS LLC  
VECTA ENVIRONMENTAL SERVICES  
LLC  
VEGA AMERICAS INC  
VEOLIA WTS SERVICES USA INC  
VIRGINIA CAROLINA FOREST  
PRODUCTS INC  
VIRGINIA CUSTOM THINNING AND  
CHIPPING LLC  
VIRGINIA FORESTRY ASSOCIATION  
VOLTA LLC  
VSC FIRE & SECURITY INC  
VULCAN CONSTRUCTION  
MATERIALS LLC  
W K BROWN TIMBER CORP  
W T JERNIGAN & SONS TRUCKING  
INC  
W.W. GRAINGER INC  
WALKER FOREST RESOURCES LLC  
WALKER MACHINERY CO LLC  
WARE COUNTY BOARD OF  
EDUCATION  
WARE FOREST INC  
WARING OIL CO LLC  
WASTE INDUSTRIES LLC A GFL  
ENVIRONMENTAL CO  
WASTE MANAGEMENT OF VIRGINIA  
INC  
WASTE PRO OF MISSISSIPPI INC  
WATCO COMPANIES LLC  
WATERWAY SURVEYS &  
ENGINEERING LTD  
WELLS FARGO RAIL CORPORATION  
WESCO DISTRIBUTION INC  
WESCO GAS & WELDING SUPPLY INC  
WESLEY BENNETT LOGGING LLC  
WEST FLORIDA ELECTRIC  
WEST FRASER INC  
WEST SALEM MACHINERY  
WESTERN OILFIELDS SUPPLY  
COMPANY  
WESTERN PNEUMATICS LLC  
WESTSIDE ELECTRIC INC  
WEX BANK DBA WRIGHT EXPRESS  
FSC  
WEX HEALTH INC

WEYERHAEUSER NR COMPANY  
WGSBG LLC  
WHITFIELD TIMBER CO INC  
WILLIAM G. GORDY  
WILLIAM REID  
WILLIAMS BROTHERS TRUCKING INC  
WILLIAMS PATENT CRUSHER &  
PULVERIZER CO  
WILLIAMSTON FIRE EXTINGUISHER  
SERVICE  
WILMINGTON TERMINAL RAILROAD  
LP  
WILMINGTON TRUST NA  
WIRELESS WATCHDOGS LLC  
WISE FARM LLC  
WOOD RECYCLING OF MS INC  
WOODRIDGE TIMBER INC  
WORKIVA INC  
WRIGHT AUTO SUPPLY INC  
XCOVA LLC  
XSTREMEMD  
XYLEM DEWATERING SOLUTIONS  
INC  
YANCEY BROS CO  
YARBROUGH BROTHERS INC  
ZEE COMPANY  
ZORO TOOLS INC DBA ZORO

**Schedule 2(j)**

**Litigation Counterparties**

ALEXANDER PEREZ (EEOC  
NORFOLK)  
ANDREW DAVIS  
ANTHONY BROWN  
ANTONIO MOUER  
B&B CRANE SERVICE, LLC  
BARCLAYS CAPITAL INC.  
BMO CAPITAL MARKETS  
CORPORATION  
BRANDON PERRY  
CITIGROUP GLOBAL MARKETS  
INC.  
CLINTON SCOTT POPPEL  
COMPRESSED AIR  
TECHNOLOGIES, INC.  
CSX TRANSPORTATION, INC.  
DA'QUANTE DAVIS  
DARRYL WILLISTON  
DAVID FAGEN  
DRAX POWER LIMITED  
DUSTIN FANUCCHI  
EDWARD FRIEDMAN  
FIDELITY NATIONAL TITLE  
INSURANCE COMPANY  
GOLDMAN SACHS & CO. LLC  
HARGROVE AND ASSOCIATES,  
INC.  
HARVEY L. POPPEL  
HELMUT GERTJEGERDES  
HENRY RICH  
HSBC SECURITIES (USA) INC.  
IES COMMERCIAL, INC.  
INFRA-METALS, CO.  
J.P. MORGAN SECURITIES LLC  
JACQUAN BENJAMIN  
JALEESA THOMAS (NC DOL)  
KRISTOPHER HARRIS  
LOOP CAPITAL MARKETS LLC  
NC OSHA  
O'NEAL CONSTRUCTORS, LLC

PIPING TECHNOLOGY &  
PRODUCTS, INC.  
POPTECH GC, LLC  
POPTECH, LP  
RAYMOND JAMES &  
ASSOCIATES, INC.  
RBC CAPITAL MARKETS, LLC  
REBEKA LOPEZ (EEOC  
RALEIGH)  
RENEE MONROE  
ROBERT-JAMES SALES, INC.  
RORRIE C. JEFFERIES (EEOC)  
SHARON ROBINSON (EEOC  
ATLANTA)  
SMITH, DEBBIE (EEOC)  
SOUTHEASTERN INDUSTRIAL  
CONTRACTORS, LLC  
SUMITOMO CORPORATION  
TAJE DHATT  
TCH CONSTRUCTION GROUP,  
INC.  
TONY MOUER  
TRUIST SECURITIES, INC.  
USCA SECURITIES LLC  
WILLIAM BROWNING

**Schedule 2(k)**

**Non-Debtor Professionals**

None.

**Schedule 2(l)**

**Insurance Providers & Brokers**

ACE AMERICAN INS CO	HARTFORD
AIG	HARTFORD ACCIDENT &
ALCOR UNDERWRITING	INDEMNITY CO
BERMUDA LIMITED	HARTFORD FIRE INSURANCE
ALLIANZ GLOBAL RISK US INS	CO
CO	HDI GLOBAL SPECIALTY SE -
ALLIED WORLD ASSURANCE	UK BRANCH
COMPANY, LTD.	HISCOX INSURANCE COMPANY
AMWINS BROKERAGE OF	INC.
GEORGIA, LLC.	HOMELAND INSURANCE CO OF
ARCH INSURANCE	NEW YORK
ASCOT INSURANCE COMPANY	INDIAN HARBOR INS
AXA XL	COMPANY (XL)
AXIS EXCESS INSURANCE	IRONGATE
AXIS INS CO	LEXINGTON INSURANCE
AXIS SURPLUS INSURANCE	COMPANY
COMPANY	LIBERTY MUTUAL INSURANCE
BEAZLEY	COMPANY
BEAZLEY SYNDICATES AFB	LIBERTY SPECIALTY MARKETS
BERKLEY ENVIRONMENTAL	AGENCY LIMITED
CANOPIUS MANAGING	LLOYD'S LONDON
AGENTS LIMITED	MANSFIELD POWER AND GAS,
CAP SPECIALTY INSURANCE	LLC
CHUBB BERMUDA INSURANCE	MARKEL AMERICAN
LTD.	MISSISSIPPI POWER COMPANY
COMMERCIAL MANAGEMENT	MITSUI SUMITOMO
LIABILITY	INSURANCE COMPANY OF
CP 7272 WISCONSIN AVENUE	AMERICA
LLC C/O CARR PROPERTIES	NATIONAL UNION FIRE INS CO
ENDURANCE AMERICAN INS	OF PITTS, PA. (AIG)
CO. (SOMPO)	NAUTILUS INS CO
ENDURANCE AMERICAN	NAVIGATORS INSURANCE
INSURANCE COMPANY	COMPANY
EVEREST INDEMNITY	NORTH AMERICAN CAPACITY
INSURANCE COMPANY	INSURANCE COMPANY
FIRST INSURANCE FUNDING	OCEAN MARINE
GEORGIA POWER COMPANY	OLD REPUBLIC INSURANCE
GREAT MIDWEST INSURANCE	COMPANY
COMPANY	PALOMAR EXCESS & SURPLUS
GREENWICH INSURANCE	INS COMPANY
COMPANY	PRINCETON EXCESS AND
HANOVER INSURANCE	SURPLUS LINES INSURANCE
COMPANY	COMPANY

QBE INTERNATIONAL  
MARKETS  
RBC  
RESILIANCE CYBER  
INSURANCE SOLUTIONS  
RSG SPECIALTY LLC  
RYAN TURNER SPECIALTY  
SOMPO INTERNATIONAL  
STARR INDEMNITY &  
LIABILITY COMPANY  
STARR INSURANCE  
COMPANIES  
STARR SURPLUS  
STARSTONE SPECIALTY  
INSURANCE COMPANY  
STATE OF ALABAMA  
DEPARTMENT OF  
CONSERVATION AND  
NATURAL RESOURCES  
STEAMSHIP MUTUAL  
SWISS RE CORPORATE  
SOLUTIONS ELITE INSURANCE  
CORPORATION  
SWISS REINSURANCE  
AMERICA CORPORATION  
TWIN CITY FIRE INS CO  
(HARTFORD)  
TWIN CITY FIRE INSURANCE  
CO  
UNDERWRITERS AT LLOYD'S,  
LONDON  
WESTCHESTER FIRE  
INSURANCE CO.  
XL INSURANCE AMERICA,  
INC.  
XL SPECIALTY INSURANCE CO  
ZURICH AMERICAN  
INSURANCE CO  
ZURICH INSURANCE PLC

**Schedule 2(m)**

**Bankruptcy Judges and Staff for the Eastern District of Virginia**

Brandon Poirier  
Cindy Wiegand/Byrne  
Dale Davis  
David Gharkany  
Dayna Mace  
Debra Weekly/Howard  
Denise Williams  
Diana Morehead  
Heather Berry  
James Cummings  
Jennifer Hinkle  
Joshua Richards  
Judge Brian F. Kenney  
Judge Frank J. Santoro  
Judge Keith L. Phillips  
Judge Kevin R. Huennekens  
Judge Klinette H. Kindred  
Judge Stephen C. St. John  
Kimberly Chandler  
Laurie Ross  
Nicholas Monico  
Peggy Rintye  
Rachel Greenleaf  
Sharon McCarthy  
William C. Redden



**Schedule 2(n)**

**United States Trustee's Office for the Eastern District of Virginia – Region 4**

B. Webb King  
Benjamin Ziccardy  
Bibha Adhikari  
Cecelia A. Weschler  
Heidi Poda  
Ilene M. Sims  
Jack I. Frankel  
Jennifer Dunn  
Joel Charboneau  
June E. Turner  
Karen Kidd  
Kathryn R. Montgomery  
Kenneth N. Whitehurst, III  
Kristen S. Eustis  
Lisa D. Franklin  
Margaret K. Garber  
Mark E. Steven  
Martha J. Watson  
Michael McMahon  
Michael T. Freeman  
Nicholas S. Herron  
Nisha R. Patel  
Peggy T. Flinchum  
Robert W. Ours  
Sara Kathryn Mayson  
Shannon F. Pecoraro  
Shannon M. Tingle  
Sheryl D. Wilson

**Schedule 3**

**Conflicts Results**

The results listed on this **Schedule 3** are the product of implementing the Firm Procedures described in this Declaration and are based on the relationship of the indicated persons, entities, or their affiliates with the Debtors and V&E.

### **Creditors, Stakeholders, and Other Parties in Interest**

V&E has previously represented, may currently represent, and may in the future represent, creditors, stakeholders, and other parties in interest and/or affiliates thereof in matters – unrelated to the Debtors except as described in this Declaration – as follows:

- AIG
- Ace American Insurance Company
- AGI Tramco
- Alabama Power
- Axis Enterprises, Inc.
- Axis Insurance Company
- Ares Management, LP
- Baker & Hostetler LLP
- Bank of America Merrill Lynch  
Proprietary Trading
- Barclays
- BlackRock
- Blackstone
- BMO Capital Markets Corp.
- BMO Global Asset Management
- BNP Paribas
- Caterpillar Financial Services  
Corp.  
CBRE, Inc.
- CenterPoint Energy Resources Corp.
- Chesapeake, City of, VA
- Chubb
- Chubb Bermuda Insurance Ltd.
- Cisco Systems Capital Corporation
- Citibank
- Citicorp North America, Inc.
- City Electric Supply Company
- Columbia Gas of Virginia, Inc.
- Comcast Corporation
- Comcast of Maryland Limited  
Partnership
- CORT Business Services Corporation
- Creative Business Solutions Inc.
- Deloitte Consulting LLC
- Deloitte Financial Advisory Services  
LLP
- Deutsche Bank AG
- Dominion North Carolina Power
- Don Calloway
- Driftwood Corporation
- DS Services of America, Inc.
- Enviva Management UK Limited
- Equiniti Trust Company
- Equinox Fitness Clubs
- Eva T. Zlotnicka
- Evercore Inc.
- Everlaw Inc.
- Florida Gas Transmission Co LLC
- FPL NW FL
- Gary L. Whitlock
- Gerrit L. Lansing Jr.
- Georgia Natural Gas Company
- Georgia Pacific WFS LLC
- Georgia Power 07638-98086
- Georgia Power 21598-07022
- Georgia Power Company
- Global Equipment Company, Inc.
- Global Industrial Company
- Goldman Sachs
- GreenGasUSA LLC
- Greenhouse Software, Inc.
- GSI Group LLC
- HYG Financial Services, Inc.
- International Paper Company
- Jackson Hospital Foundation Inc.
- Janet S. Wong
- Jason E. Paral
- Jefferies LLC
- Jeffrey W. Ubben
- Jennifer Jenkins
- Jim H. Derryberry
- John Hancock Life Insurance  
Company (U.S.A.)
- John C. Bumgarner, Jr.
- John K. Keppler
- Johnson Controls Fire Protection LP

- JPMorgan Chase & Company
- JPMorgan Chase Bank N.A.
- Pierre F. Lapeyre Jr.
- David M. Leuschen
- Macquarie Asset Management (NZ), LTD
- Martin N. Davidson
- Masergy Communications, Inc.
- Maxar Intelligence Inc.
- Michael A. Johnson
- Mitsubishi Corporation
- Mitsubishi HC Capital America, Inc.
- Mitsui
- Morgan Stanley
- Nuveen Asset Management LLC
- Oracle America, Inc.
- Pacific Investment Management Company LLC
- Paul D Camp Community College Foundation Inc.
- People 2.0 North America
- Polaris Acceptance
- PNC Bank, National Association
- Precision, Inc.
- PricewaterhouseCoopers LLP
- Progress Rail Leasing Corporation
- Ralph Alexander
- Raymond James & Associates, Inc.
- Rayonier Performance Fibers LLC
- Rayonier TRS Holdings, Inc.
- RBC Capital Markets
- Riverstone Carlyle Management LP
- Riverstone Echo Continuation Holdings, L.P.
- Riverstone Echo PF Holdings, L.P.
- Riverstone Equity Partners LP
- Riverstone Holdings L.L.C.
- Riverstone Investment Group LLC
- Roseburg Resources Company
- Royal Bank of Canada
- Sapphire Gas Solutions LLC
- Shai S. Even
- Sherwin-Williams Co.
- Siemens Industry, Inc.
- State Street Corporation
- Sumitomo Corp.
- Thomas Meth
- Truist Bank
- Truist Equipment Finance Corp.
- Truist Securities, Inc.
- UBS AG
- Univar Solutions
- University of Texas at Dallas
- U.S. Bank N.A.
- Virginia Department of Taxation
- Virginia Forestry Association
- Waste Management of Mississippi Inc.
- Waste Management of Virginia Inc.
- Wells Fargo & Company
- Wells Fargo Equipment Finance, Inc.
- Wells Fargo Rail Corporation
- Wilmington Savings Fund Society, FSB
- Virginia Department of Environmental Quality
- Virtu Americas LLC
- Zedra Global Services UK Ltd

**EXHIBIT B -2**

**Retention Declaration**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION**

In re:	)	
	)	Chapter 11
	)	
ENVIVA INC., <i>et al.</i> ,	)	Case No. 24-10453 (BFK)
	)	
Debtors. <sup>1</sup>	)	(Jointly Administered)
	)	

**DECLARATION OF  
JASON E. PARAL IN SUPPORT  
OF APPLICATION FOR ENTRY OF AN ORDER  
AUTHORIZING THE RETENTION AND EMPLOYMENT OF  
VINSON & ELKINS LLP AS ATTORNEYS FOR THE DEBTORS  
AND DEBTORS IN POSSESSION EFFECTIVE AS OF THE PETITION DATE**

---

I, Jason E. Paral, hereby declare under penalty of perjury that the following is true and correct to the best of my knowledge and belief:

1. I am the Executive Vice President, General Counsel, and Secretary of Enviva Inc., a corporation organized under Delaware law ("***Enviva***"), one of the above-captioned debtors and debtors in possession. In such capacity, I am generally familiar with the day-to-day operations, business and financial affairs, and books and records of the Debtors and am authorized to submit this declaration (the "***Declaration***").

2. I submit this Declaration in support of the Debtors' Application for *Entry of an Order Authorizing the Retention and Employment of Vinson & Elkins L.L.P. as Attorneys for the Debtors and Debtors in Possession Effective as of the Petition Date* (the "***Application***"). Except as otherwise noted, I have personal knowledge of the matters set forth herein.

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<sup>1</sup> Due to the large number of Debtors in these jointly administered chapter 11 cases, a complete list of the Debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list may be obtained on the website of the Debtors' claims and noticing agent at [www.kccllc.net/enviva](http://www.kccllc.net/enviva). The location of the Debtors' corporate headquarters is: 7272 Wisconsin Avenue, Suite 1800, Bethesda, MD 20814.

### **THE DEBTORS' SELECTION OF COUNSEL**

3. The Debtors seek to retain V&E because, among other reasons, (a) V&E has extensive experience and knowledge in the field of debtors' protections, creditors' rights, and business reorganizations under chapter 11 of the Bankruptcy Code, (b) V&E is widely recognized for its expertise in handling corporate, capital markets, debt restructuring, and other transactions for companies in all industries, and (c) V&E has become very familiar with the Debtors' operations, business, capital structure, material agreements, and potential legal issues that may arise in the context of these chapter 11 cases. I believe that V&E is both well-qualified and uniquely able to represent the Debtors as their counsel in these chapter 11 cases in an efficient and timely manner.

4. In my capacity as Executive Vice President, General Counsel, and Secretary, I am ultimately responsible for, among other things, supervising the costs of outside counsel retained by the Debtors in the ordinary course of business. As discussed below, I and members of my team review the invoices regularly submitted by V&E and understand the hourly rates V&E charged the Debtors in the prepetition period for restructuring services are the same as or consistent with the hourly rates V&E will charge the Debtors during these chapter 11 cases.

### **COST SUPERVISION**

5. The Debtors have approved V&E's prospective budget and staffing plan for the period from March 12, 2024 through October 1, 2024, recognizing that in the course of complex chapter 11 cases like these chapter 11 cases, it is possible that there may be a number of unforeseen fees and expenses that will need to be addressed by the Debtors and V&E. The Debtors further recognize that it is their responsibility to monitor closely V&E's billing practices to ensure the fees and expenses paid by the Debtors' estates remain consistent with the needs and exigencies of these

chapter 11 cases. The Debtors will continue to review V&E's monthly fee statements and, together with V&E, amend the budget and staffing plans periodically, as needed.

Dated: March 27, 2024

/s/ Jason E. Paral  
Jason E. Paral  
Executive Vice President, General Counsel,  
and Secretary  
Enviva Inc.