

Scott L. Alberino (admitted *pro hac vice*)  
Alexander F. Antypas (VSB No. 92083)  
**AKIN GUMP STRAUSS HAUER & FELD LLP**  
Robert S. Strauss Tower  
2001 K Street, N.W.  
Washington, DC 20006-1037  
Telephone: (202) 887-4000  
Facsimile: (202) 887-4288

Ira S. Dizengoff (admitted *pro hac vice*)  
 Abid Qureshi (admitted *pro hac vice*)  
 Jason P. Rubin (admitted *pro hac vice*)  
**AKIN GUMP STRAUSS HAUER & FELD LLP**  
 One Bryant Park  
 New York, New York 10036  
 Telephone: (212) 872-1000  
 Facsimile: (212) 872-1002

Lawrence A. Katz (VSB No. 47664)  
Kristen E. Burgers (VSB No. 67997)  
**HIRSCHLER FLEISCHER, P.C.**  
1676 International Drive, Suite 1350  
Tysons, Virginia 22102  
Telephone: (703) 584-8900  
Facsimile: (703) 584-8901

*Proposed Counsel to the Official Committee of Unsecured Creditors*

*Proposed Local Counsel to the Official  
Committee of Unsecured Creditors*

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

In re:

ENVIVA INC., *et al.*,Debtors.<sup>1</sup>

## Chapter 11

Case No. 24 – 10453 (BFK)

(Jointly Administered)

**APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS  
FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND  
RETENTION OF ALIXPARTNERS, LLP AS ITS  
FINANCIAL ADVISOR, EFFECTIVE AS OF MARCH 28, 2024**

The Official Committee of Unsecured Creditors (the “Committee”) of Enviva Inc., *et al.* (collectively, the “Debtors”) respectfully submits this application (the “Application”), pursuant to sections 328(a) and 1103(a) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 2014-1 and 2016-1 of the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the “Local Rules”), for the entry of an order (the “Proposed Order”), substantially in the form attached hereto as **Exhibit A**, authorizing the Committee to retain and

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' proposed 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.



employ AlixPartners, LLP (“AlixPartners”) as its financial advisor in connection with these chapter 11 cases (the “Chapter 11 Cases”), pursuant to the terms of the engagement letter by and among the Committee and AlixPartners, effective as of March 28, 2024 (the “Engagement Letter”), a copy of which is attached hereto as **Exhibit B**. In support of this Application, the Committee submits the declaration of David MacGreevey (the “MacGreevey Declaration”), a Partner and Managing Director of AlixPartners, LLP, attached hereto as **Exhibit C** and respectfully represents as follows:

### **JURISDICTION AND VENUE**

1. The United States Bankruptcy Court for the Eastern District of Virginia (the “Court”) has jurisdiction over this Application pursuant to 28 U.S.C. § 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 within the meaning of 28 U.S.C. § 157(b)(2).

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

3. The statutory and rule predicates for the relief requested herein are Bankruptcy Code sections 328(a) and 1103, Bankruptcy Rules 2014 and 2016 and Local Rules 2014-1 and 2016-1.<sup>2</sup>

### **BACKGROUND**

4. On March 12, 2024 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to operate and manage their businesses as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. No request has been made for the appointment of a trustee or an examiner.

---

<sup>2</sup> Pursuant to Bankruptcy Rule 7008, the Committee hereby consents to the entry of final orders or judgments by the Court on this Application if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

5. On March 25, 2024, the Office of the United States Trustee for the Eastern District of Virginia (the “U.S. Trustee”) appointed the Committee pursuant to Bankruptcy Code section 1102 [Docket No. 172].<sup>3</sup> On March 28, 2024, the Committee selected (a) Akin Gump Strauss Hauer & Feld LLP (“Akin”) to serve as lead counsel to the Committee and (b) AlixPartners to serve as financial advisor to the Committee, in each case subject to Court approval. In addition, the Committee selected, on (a) April 2, 2024, Ducera Partners LLC to serve as investment banker to the Committee and Kevin T. Howell to serve as specialized energy consultant to the Committee and (b) April 10, 2024, Hirschler Fleischer, PC to serve as local counsel to the Committee, in each case subject to Court approval.

### **RELIEF REQUESTED**

6. The Committee seeks entry of the Proposed Order authorizing and approving the retention and employment of AlixPartners as its financial advisor, pursuant to Bankruptcy Code sections 328 and 1103, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1, effective as of March 28, 2024, in accordance with the terms of the Proposed Order and Engagement Letter.

### **RETENTION OF ALIXPARTNERS**

7. AlixPartners is an internationally recognized restructuring and turnaround firm with substantial experience in providing financial advisory services and has an excellent reputation for its work in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States. AlixPartners performs critical services that complement the services provided by the Committee’s other professionals.

---

<sup>3</sup> The Committee comprises the following parties: (i) Drax Power Limited, Drax Power Station; (ii) RWE Supply & Trading GmbH; and (iii) Ryder Integrated Logistics.

8. AlixPartners is well-qualified to serve as a financial advisor to the Committee. AlixPartners has assisted, advised, and provided strategic advice to debtors, creditors, bondholders, investors, and other entities in numerous chapter 11 cases of similar size and complexity to these Chapter 11 Cases. Its professionals have provided restructuring, financial advisory or crisis management services in numerous large cases. *See, e.g., In re Western Global Airlines, Inc.*, No. 23-11093 (KBO) (Bankr. D. Del. Oct. 2, 2023); *In re Legacy IMBDS, Inc. (f/k/a iMedia Brands, Inc.)*, No. 23-10852 (KBO) (Bankr. D. Del. Sept. 1, 2023); *In re Benefytt Techs., Inc.*, No. 23-90566 (CML) (Bankr. S.D. Tex. Aug. 3, 2023); *In re Legacy Cares, Inc.*, No. 23-02832 (DPC) (Bankr. D. Ariz. May 31, 2023); *In re FedNat Holding Co.*, No. 22-19451 (PDR) (Bankr. S.D. Fla. Mar. 1, 2023); *In re Altera Infrastructure L.P.*, No. 22-90129 (MI) (Bankr. S.D. Tex. Oct. 24, 2022); *In re Armstrong Flooring, Inc.*, No. 22-10426 (MFW) (Bankr. D. Del. July 29, 2022); *In re Ion Geophysical Corp.*, No. 22-30987 (MI) (Bankr. S.D. Tex. Jun. 16, 2022); *In re CBL & Assocs. Props., Inc.*, No. 20-35226 (DRJ) (Bankr. S.D. Tex. Jan. 8, 2021); *In re 24 Hour Fitness Worldwide, Inc.*, No. 20-11558 (KBO) (Bankr. D. Del. Aug. 12, 2020); *In re Extraction Oil & Gas, Inc.*, No. 20-11548 (CSS) (Bankr. D. Del. Aug. 11, 2020); *In re Exide Holdings, Inc.*, No. 20-11157 (CSS) (Bankr. D. Del. July 16, 2020); *In re Intelsat S.A.*, No. 20-32299 (KLP) (Bankr. E.D. Va. July 6, 2020); *In re Chinos Holdings, Inc.*, No. 20-32181 (KLP) (Bankr. E.D. Va. May 28, 2020); *In re Boy Scouts of Am. and DE BSA, LLC*, No. 20-10343 (LSS) (Bankr. D. Del. May 23, 2020); *In re Art Van Furniture, LLC*, No. 20-10553 (CSS) (Bankr. D. Del. Apr. 22, 2020); *In re Bluestem Brands, Inc.*, No. 20-10566 (MFW) (Bankr. D. Del. Apr. 15, 2020); *In re Pier 1 Imports, Inc.*, No. 20-30807 (KRH) (Bankr. E.D. Va. Mar 18, 2020); and *In re Forever 21, Inc.*, No. 19-12122 (KG) (Bankr. D. Del. Nov. 22, 2019).

9. The Committee requires the services of AlixPartners to provide financial advisory and bankruptcy consulting services, as further detailed below. The Committee is familiar with the

professional standing and reputation of AlixPartners. The Committee understands and recognizes that AlixPartners has a wealth of experience in providing financial advisory services in restructurings and reorganizations across the United States and has exemplary qualifications to perform the services required by the Committee in these cases. AlixPartners is able to represent the Committee in a cost-effective, efficient and timely manner and has been performing such services since March 28, 2024.

### **SCOPE OF SERVICES**

10. AlixPartners has begun to provide assistance to the Committee in accordance with the terms and conditions set forth in the MacGreevey Declaration and the Engagement Letter.

11. It is presently anticipated that AlixPartners will continue to provide advice to and assist the Committee in evaluating and implementing strategic and tactical options through the bankruptcy and restructuring process. A general list of tasks AlixPartners may perform is as follows:

- Review and evaluate the Debtors' current financial condition, business plans and cash and financial forecasts, and periodically report to the Committee regarding the same.
- Review the Debtors' cash management, tax sharing and intercompany accounting systems, practices and procedures.
- Support the Committee's investment banker in the evaluation of any proposed sale process and related bids, and participate in any meetings with bidders or auction, if necessary.
- Review and investigate: (i) related party transactions, including those between the Debtors and their non-debtor subsidiaries and affiliates (including, but not limited to, shared services expenses and tax allocations) and (ii) selected other prepetition transactions.
- Identify and/or review potential preference payments, fraudulent conveyances and other causes of action that the various Debtors' estates may hold against third parties, including each other.
- Analyze the Debtors' assets and claims and assess potential recoveries to the various creditor constituencies under different scenarios, in coordination with the Committee's investment banker.

- Support the Debtors' investment banker with services related to its enterprise valuation workstream, as required.
- Assist in the development and/or review of the Debtors' restructuring support agreement, chapter 11 plan and/or disclosure statement.
- Review and evaluate court motions filed or to be filed by the Committee, the Debtors, or any other parties in interest, as appropriate.
- Render expert testimony and litigation support services, including e-Discovery services, as requested from time to time by the Committee and its counsel, regarding any of the matters to which AlixPartners is providing services.
- Attend Committee meetings and Bankruptcy Court hearings as may be required in the role of advisors to the Committee.
- Conduct eDiscovery, document review and forensic data services required in conjunction with any document requests or other discovery.
- Assist with such other matters as may be requested that fall within AlixPartners' expertise and are mutually agreeable.

12. When necessary, the individuals working on this matter (the "AlixPartners Personnel") will be assisted by or replaced by various professionals at various levels.

#### **FEE AND EXPENSE STRUCTURE**

13. AlixPartners' decision to accept this engagement to advise and assist the Committee conditioned upon its ability to be retained in accordance with its customary terms and conditions of employment, compensated for its services, and reimbursed for the out-of-pocket expenses it incurs in accordance with its customary billing practices, as set forth in Schedule 1 of the Engagement Letter (the "Fee and Expense Structure"), as modified by the Proposed Order, to comply with the practices and requirements of the Court.

14. AlixPartners' current standard hourly rates, subject to periodic adjustments, are as follows:

<b>Title</b>	<b>Hourly Rate</b>
Partner & Managing Director	\$1,225 – \$1,495
Partner	\$1,200
Director	\$960 – \$1,125
Senior Vice President	\$800 – \$910
Vice President	\$640 – \$790
Consultant	\$230 – \$625

15. AlixPartners generally reviews and revises its billing rates semi-annually. Changes in applicable hourly rates will be noted on the invoices for the first time period in which the revised rates became effective.

16. To the extent the Committee requests services related to electronic discovery and data collection, certain monthly hosting fees and consulting fees will apply.

17. To the extent AlixPartners uses the services of independent contractors (the "Contractors") in these Chapter 11 Cases, AlixPartners shall: (a) pass through the cost of such Contractors to the Debtors at the same rate that AlixPartners pays the Contractors; (b) seek reimbursement for actual costs only; (c) ensure that the Contractors are subject to conflicts checks and disclosures in accordance with the requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules; and (d) file with the Court such disclosures required by Bankruptcy Rule 2014.

18. In addition to compensation for professional services rendered by AlixPartners Personnel, AlixPartners will seek reimbursement for reasonable and necessary expenses incurred in connection with these Chapter 11 Cases, including transportation costs, lodging, and meals.

19. AlixPartners intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these Chapter 11 Cases, subject to the Court's approval and in compliance with the *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330* (Appendix A to 28 C.F.R. § 58), applicable provisions of the Bankruptcy Code, including Bankruptcy Code sections 330 and 331, the Bankruptcy Rules, the Local Rules, the *Order (i) Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Retained Professionals and (ii) Granting Related Relief* [Docket No. 317] and any other applicable orders of the Court, both in connection with this Application and the monthly, interim and final fee applications to be filed by AlixPartners in these Chapter 11 Cases.

20. AlixPartners will maintain records in support of any fees (in 1/10th of an hour increments), costs, and expenses incurred in connection with services rendered in these Chapter 11 Cases. Records will be arranged by category and nature of the services rendered and will include reasonably detailed descriptions of those services provided on behalf of the Committee. AlixPartners' applications for compensation of fees and reimbursement of expenses will be paid by the Debtors pursuant to the terms of the Engagement Letter and any procedures established by the Court, pursuant to an interim compensation order or otherwise.

21. AlixPartners does not seek a success fee in connection with these Chapter 11 Cases.

22. AlixPartners is not owed any amounts with respect to prepetition fees and expenses in connection with these Chapter 11 Cases.



23. Neither Akin, the members of the Committee, nor any of their agents are or shall be responsible for the payment of AlixPartners' fees and costs arising out of the engagement described and referenced herein, regardless of whether or not AlixPartners is paid in full from the Debtors' estates.

24. The Fee and Expense Structure is consistent with and typical of compensation arrangements entered into by AlixPartners and other comparable firms that render similar services. The Committee believes that the Fee and Expense Structure is reasonable, market-based, and designed to compensate AlixPartners fairly for its work.

#### **NO DUPLICATION OF EFFORTS**

25. The Committee believes that the services that AlixPartners will provide will not duplicate the services that other professionals to be retained in these Chapter 11 Cases will provide to the Committee. The Committee will use reasonable efforts to coordinate with each of the professionals they retain to prevent unnecessary or inefficient duplication of services.

#### **ALIXPARTNERS' DISINTERESTEDNESS**

26. To the best of the Committee's knowledge, and, except to the extent disclosed herein and in the MacGreevey Declaration, AlixPartners: (a) is a "disinterested person" within the meaning of Bankruptcy Code section 101(14); (b) has no connection to the Debtors, their creditors, or other parties in interest in these Chapter 11 Cases, or the attorneys or accountants of the foregoing, or the U.S. Trustee or any person employed in the Office of the U.S. Trustee; and (c) does not hold any interest adverse to the Debtors' estates.

27. As set forth in further detail in the MacGreevey Declaration, AlixPartners has certain connections with creditors, equity security holders and other parties in interest in these Chapter 11 Cases. AlixPartners does not believe that any of these connections represent an interest

materially adverse to the Debtors' estates or otherwise create a conflict of interest regarding the Debtors, or these Chapter 11 Cases.

28. In the event that AlixPartners learns of additional connections not reflected in the MacGreevey Declaration, AlixPartners will use reasonable efforts to promptly file a supplemental declaration.

### **INDEMNIFICATION PROVISIONS**

28. The Engagement Letter contains standard indemnification language with respect to AlixPartners' services including, without limitation, an agreement by the Committee to have the Debtors indemnify AlixPartners and its affiliates, partners, directors, officers, employees and agents (each, an "AlixPartners Party" and collectively, the "AlixPartners Parties") from and against all claims, liabilities, losses, expenses and damages arising out of or in connection with the engagement of AlixPartners that is the subject of the Engagement Letter, except to the extent caused by gross negligence, willful misconduct or fraud of any AlixPartners Party.

29. The Committee and AlixPartners believe that the indemnification provisions contained in the Engagement Letter, as amended in the Proposed Order, are customary and reasonable for AlixPartners and comparable firms providing financial advisory services and, as would be modified pursuant to the foregoing limitations, reflect the qualifications and limitations on indemnification provisions that are customary in this district and others.

30. The provisions contained in the Engagement Letter, viewed in conjunction with the other terms of AlixPartners' proposed retention, are reasonable and in the best interest of the Debtors, their estates, and all parties in interest. Accordingly, as part of this Application, the Committee requests that the Court approve the indemnification provisions as set forth in the Engagement Letter, as may be amended by the Proposed Order.

**EFFECTIVE DATE OF RETENTION**

31. The Committee believes that the employment of AlixPartners, effective as of March 28, 2024, the date the Committee selected AlixPartners as its proposed financial advisor, is warranted under the circumstances of these Chapter 11 Cases. Upon its selection, the Committee requested that AlixPartners commence work immediately on time-sensitive matters and devote substantial resources to these Chapter 11 Cases prior to the submission and approval of this Application. Thus, AlixPartners has provided, and will continue to provide, valuable services to the Committee.

**NOTICE**

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

**NO PRIOR REQUEST**

33. No previous application for the relief requested herein has been made to this or any other court.

**CONCLUSION**

WHEREFORE, the Committee requests that the Court (a) enter an order, substantially in the form annexed hereto as **Exhibit A**, authorizing the Committee to retain and employ Ducera as financial advisor in these Chapter 11 Cases, effective as of March 28, 2024 and (b) provide the Committee with such other and further relief as the Court may deem just, proper and equitable.

*[The remainder of this page has been left blank intentionally.]*

Dated: May 3, 2024  
Tysons, Virginia

Respectfully submitted,

The Official Committee of Unsecured  
Creditors of Enviva Inc., *et al.*

By: /s/ Kristen E. Burgers  
Lawrence A. Katz (VSB No. 47664)  
Kristen E. Burgers (VSB No. 67997)  
**HIRSCHLER FLEISCHER, P.C.**  
1676 International Drive, Suite 1350  
Tysons, Virginia 22102  
Telephone: (703) 584-8900  
Facsimile: (703) 584-8901  
Email: lkatz@hirschlerlaw.com  
kburgers@hirschlerlaw.com

*Proposed Local Counsel to the Official  
Committee of Unsecured Creditors*

Scott L. Alberino (admitted *pro hac vice*)  
Alexander F. Antypas (VSB No. 92083)  
**AKIN GUMP STRAUSS HAUER & FELD LLP**  
Robert S. Strauss Tower  
2001 K Street, N.W.  
Washington, DC 20006-1037  
Telephone: (202) 887-4000  
Facsimile: (202) 887-4288  
Email: salberino@akingump.com  
aantypas@akingump.com

Ira S. Dizengoff (admitted *pro hac vice*)  
Abid Qureshi (admitted *pro hac vice*)  
Jason P. Rubin (admitted *pro hac vice*)  
**AKIN GUMP STRAUSS HAUER & FELD LLP**  
One Bryant Park  
New York, New York 10036  
Telephone: (212) 872-1000  
Facsimile: (212) 872-1002  
Email: idizengoff@akingump.com  
aqureshi@akingump.com  
jrubin@akingump.com

*Proposed Counsel to the Official Committee  
of Unsecured Creditors*

**EXHIBIT A**

**Proposed Order**

Scott L. Alberino (admitted *pro hac vice*)  
Alexander F. Antypas (VSB No. 92083)  
**AKIN GUMP STRAUSS HAUER & FELD LLP**  
Robert S. Strauss Tower  
2001 K Street, N.W.  
Washington, DC 20006-1037  
Telephone: (202) 887-4000  
Facsimile: (202) 887-4288

Ira S. Dizengoff (admitted *pro hac vice*)  
Abid Qureshi (admitted *pro hac vice*)  
Jason P. Rubin (admitted *pro hac vice*)  
**AKIN GUMP STRAUSS HAUER & FELD LLP**  
One Bryant Park  
New York, New York 10036  
Telephone: (212) 872-1000  
Facsimile: (212) 872-1002

Lawrence A. Katz (VSB No. 47664)  
Kristen E. Burgers (VSB No. 67997)  
**HIRSCHLER FLEISCHER, P.C.**  
1676 International Drive, Suite 1350  
Tysons, Virginia 22102  
Telephone: (703) 584-8900  
Facsimile: (703) 584-8901

*Proposed Counsel to the Official Committee of Unsecured Creditors*

*Proposed Local Counsel to the Official Committee of Unsecured Creditors*

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

In re:

ENVIVA INC., *et al.*,

Debtors.<sup>1</sup>

)  
) Chapter 11  
)

) Case No. 24 – 10453 (BFK)  
)

) (Jointly Administered)  
)

**ORDER AUTHORIZING THE OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS TO EMPLOY AND RETAIN ALIXPARTNERS, LLP  
AS ITS FINANCIAL ADVISOR, EFFECTIVE AS OF MARCH 28, 2024**

Upon the application (the “Application”)<sup>2</sup> of the Official Committee of Unsecured Creditors (the “Committee”) appointed in these Chapter 11 Cases of the above-captioned Debtors (the “Debtors”) for entry of an order (this “Order”), pursuant to sections 328(a) and 1103 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Eastern District of Virginia (the “Local Rules”), authorizing the

<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’ proposed 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 not otherwise defined herein shall have the meanings ascribed to them in the Application.

Committee to employ and retain AlixPartners, LLP (“AlixPartners”) as the Committee’s financial advisor, effective as of March 28, 2024; and upon consideration of the Declaration of MacGreevey (the “MacGreevey Declaration”); and it appearing that AlixPartners is “disinterested” and eligible for retention pursuant to sections Bankruptcy Code sections 101(14) and 328(c); and the Court having found the terms and conditions of AlixPartners’ employment, including, but not limited to, the Fee and Expense Structure set forth in the Engagement Letter and Application, are reasonable under Bankruptcy Code section 330; and the Court having jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference from the United States Bankruptcy Court for the Eastern District of Virginia*, dated August 15, 1984; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue of this case and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided, and it appearing that no other or further notice need be provided; and the Court having reviewed the Application; and the Court having held a hearing on the Application; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and the Court having determined that the relief requested in the Application is in the best interest of the Debtors, their estates, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation, and sufficient cause appearing therefor, it is hereby **ORDERED THAT:**

1. The relief requested in the Application is granted as set forth herein.
2. In accordance with Bankruptcy Code sections 328(a) and 1103(a) and Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1, the Committee is authorized to employ and retain AlixPartners as its financial advisor in connection with these Chapter 11 Cases



effective as of March 28, 2024, and in accordance with the terms and conditions set forth in the Application and the Engagement Letter.

3. The terms of the Engagement Letter, including, without limitation, the indemnification provisions, are reasonable, and the conditions of employment are approved in all respects, as modified by this Order.

4. AlixPartners shall file monthly, interim, and final requests for allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in Bankruptcy Code sections 330 and 331, applicable Bankruptcy Rules and the Local Rules, the U.S. Trustee Guidelines and any other such procedures as may be fixed by order of the Court. AlixPartners shall keep its time in one-tenth (1/10) hour increments in accordance with the U.S. Trustee Guidelines.

5. AlixPartners' compensation terms set forth in the Engagement Letter, including, without limitation, the Fee and Expense Structure, are approved, and the Debtors shall be bound by such terms. AlixPartners shall be compensated for the services identified in the Application, the MacGreevey Declaration and the Engagement Letter and reimbursed for out-of-pocket expenses incurred in connection with such services, pursuant to Bankruptcy Code section 328(a) in accordance with the terms of the Engagement Letter, subject to the procedures set forth in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other applicable orders of the Court.

6. The indemnification provisions included in the Engagement Letter are approved, subject to the following:

- a. No AlixPartners Party (as that term is defined in the Engagement Letter) shall be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter for services, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court.

- b. The Debtors shall have no obligation to indemnify AlixPartners, or provide contribution or reimbursement to AlixPartners, for any claim or expense that is either: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from AlixPartners Party's gross negligence, bad faith, fraud or willful misconduct; or (ii) settled prior to a judicial determination as to the AlixPartners Party's gross negligence, willful misconduct, breach of fiduciary duty, or bad faith or self-dealing but determined by the Court after notice and hearing to be a claim or expense for which the AlixPartners Party should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter, as modified by this Order.
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal) or (ii) the entry of an order closing these Chapter 11 Cases, an AlixPartners Party believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including, without limitation, the advancement of defense costs, the AlixPartners Party must file an application therefor in the Court, and the Debtors may not pay any such amounts to the AlixPartners Party before the entry of an order by the Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by any AlixPartners Party for indemnification, contribution and/or reimbursement, and is not a provision limiting the duration of the Debtors' obligation to indemnify, or make contributions or reimbursements to, AlixPartners. All parties in interest shall retain the right to object to any demand by any AlixPartners Party for indemnification, contribution and/or reimbursement.

7. Any limitation of liability set forth in the Engagement Letter, or otherwise, is hereby eliminated for the duration of these Chapter 11 Cases.

8. AlixPartners shall provide ten (10) business days' notice to the Committee, the Debtors and the U.S. Trustee before any increases in the rates set forth in the Application are implemented and shall file a notice setting forth any such increases with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness

standard set forth in Bankruptcy Code section 330, and the Court retains the right to review any rate increase pursuant to Bankruptcy Code section 330.

9. Notwithstanding anything in the Application to the contrary, AlixPartners shall: (i) to the extent that AlixPartners uses the services of independent contractors or subcontractors (collectively, the “Contractors”) in these Chapter 11 Cases, pass through the cost of such Contractors at the same rate that AlixPartners pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to conflicts checks and disclosures in accordance with the requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules; and (iv) file with this Court such disclosures as are required by Bankruptcy Rule 2014.

10. The relief granted herein shall be binding upon any chapter 11 trustee appointed in these Chapter 11 Cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these Chapter 11 Cases to cases under chapter 7.

11. Notice of the Application as provided therein is deemed to be good and sufficient notice of such Application, and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice and the contents of the Application.

12. To the extent there is any inconsistency between this Order, the Engagement Letter and the Application, the terms of this Order shall govern.

13. AlixPartners shall use its reasonable efforts to avoid any duplication of services provided by any of the other retained professionals in these Chapter 11 Cases.

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

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

16. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of this Order.

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
THE HONORABLE BRIAN F. KENNEY  
UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

/s/

Lawrence A. Katz (VSB No. 47664)

Kristen E. Burgers (VSB No. 67997)

**HIRSCHLER FLEISCHER, P.C.**

1676 International Drive, Suite 1350

Tysons, Virginia 22102

Telephone: (703) 584-8900

Facsimile: (703) 584-8901

Email: lkatz@hirschlerlaw.com

kburgers@hirschlerlaw.com

*Proposed Local Counsel to the Official Committee of  
Unsecured Creditors*

and

Scott L. Alberino (admitted *pro hac vice*)

Alexander F. Antypas (VSB No. 92083)

**AKIN GUMP STRAUSS HAUER & FELD LLP**

Robert S. Strauss Tower

2001 K Street, N.W.

Washington, DC 20006-1037

Telephone: (202) 887-4000

Facsimile: (202) 887-4288

Email: salberino@akingump.com

aantypas@akingump.com

Ira S. Dizengoff (admitted *pro hac vice*)

Abid Qureshi (admitted *pro hac vice*)

Jason P. Rubin (admitted *pro hac vice*)

**AKIN GUMP STRAUSS HAUER & FELD LLP**

One Bryant Park

New York, New York 10036

Telephone: (212) 872-1000

Facsimile: (212) 872-1002

Email: idizengoff@akingump.com

aqureshi@akingump.com

jrubin@akingump.com

*Proposed Counsel to the Official Committee  
of Unsecured Creditors*

Seen and No Objection:

/s/

\_\_\_\_\_  
Nicholas S. Herron  
Office of the U.S. Trustee  
200 Granby Street, Room 625  
Norfolk, VA 23510  
(757) 441-6012  
(757) 441-3266 (fax)  
nicholas.s.herron@usdoj.gov  
*Trustee*

**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**

**Engagement Letter**



March 28, 2024

To: The Official Committee of Unsecured Creditors of Enviva Inc.

**Re: Agreement for Consulting Services**

This letter, together with the attached Schedule(s) and General Terms and Conditions, sets forth the agreement ("Agreement") between AlixPartners, LLP ("AlixPartners"), and the Official Committee of Unsecured Creditors (the "Committee") of Enviva Inc. and certain of its affiliates and subsidiaries (the "Company") for the engagement of AlixPartners to provide consulting services to the Committee with respect to the Company's Chapter 11 reorganization cases currently pending before the United States Bankruptcy Court for the Eastern District of Virginia ("Bankruptcy Court").

All defined terms shall have the meanings ascribed to them in this letter and in the attached Schedule(s) and General Terms and Conditions. The Committee and AlixPartners are each a "Party," and together the "Parties."

**Objectives and Tasks**

AlixPartners will provide advice to and assist the Committee in evaluating and implementing strategic and tactical options through the bankruptcy and restructuring process. A general list of tasks AlixPartners will likely perform is as follows:

- Review and evaluate the Company's current financial condition, business plans and cash and financial forecasts, and periodically report to the Committee regarding the same.
- Review the Company's cash management, tax sharing and intercompany accounting systems, practices and procedures.
- Support the Committee's investment banker in the evaluation of any proposed sale process and related bids, and participate in any meetings with bidders or auction, if necessary.
- Review and investigate: (i) related party transactions, including those between the Company and non-debtor subsidiaries and affiliates (including, but not limited to, shared services expenses and tax allocations) and (ii) selected other prepetition transactions.
- Identify and/or review potential preference payments, fraudulent conveyances and other causes of action that the various Company estates may hold against third parties, including each other.
- Analyze the Company's assets and claims and assess potential recoveries to the various creditor constituencies under different scenarios, in coordination with the Committee's investment banker.
- Support the Committee's investment banker with services related to its enterprise valuation workstream, as required.
- Assist in the development and/or review of the Company's restructuring support agreement, plan of reorganization and disclosure statement.
- Review and evaluate court motions filed or to be filed by the Committee, the Company, or any other parties-in-interest, as appropriate.





## **Data Protection Schedule Description of Transfer**

### **1. Categories of data subjects whose personal data is transferred**

- ☒ Employees / Members / Contractors of Client
- ☐ Customers / Consumers / Clientele / Prospects of Client
- ☐ Other:

### **2. Categories of personal data transferred**

- ☐ Background Check Data (Criminal History, Drug Test Results, References, etc.)
- ☐ Biometric Data (Facial Recognition, Fingerprints, Voice Recording, etc.)
- ☐ Browsing Data (Cookies, Website History, IP Address, etc.)
- ☒ Contact Information (Contact Details, Address, Email Address, Phone Numbers, etc.)
- ☐ Education and Skills (Academic Transcripts, Degrees, Languages, Training, etc.)
- ☒ Employment Information (Compensation, Job Title, Personnel Number, Workers Comp, Office Location, etc.)
- ☐ Family Information (Children, Parents, etc.)
- ☒ Financial Personal Information (Bank Accounts, Credit Card Numbers, etc.)
- ☐ Genetic Information (Genetic Sequence)
- ☐ Government Identifiers (National Identification Number, SSN, Driving License, etc.)
- ☐ Personal Identifiers (Name, Age, Date of Birth, Race, Video/Photo, Signature, etc.)
- ☐ Professional Experience & Affiliations (Trade Union Membership, Qualifications/Certifications, etc.)
- ☐ Social Media Data (Social Media Accounts, Social Media History, etc.)
- ☐ Travel and Expense (Travel History, Expense Details, etc.)
- ☐ User Account Information (Account Age, Account Number, Account Password, etc.)
- ☐ Workplace Welfare (Harassment Reports, Disciplinary Action, etc.)
- ☐ Other:

### **3. Frequency of data transfers**

The frequency of the transfer will be continuous (multiple transfers).

### **4. Processing by AlixPartners**

- 4.1. Nature of processing: The nature of processing will include receiving, storing, analyzing, transmitting to appropriate parties, and disposing of Personal Data.
- 4.2. Purpose of the data transfer and further processing: The purpose of processing is to provide the services described in the agreement above.
- 4.3. The period for which the personal data will be retained, or if the period is unknown, the criteria used to determine the period: AlixPartners will process Personal Data for the duration of the engagement.
- 4.4. Transfer to Sub-processors: Sub-processors may process Personal Data for the duration of the engagement life cycle and for the purposes specified above. See <https://www.alixpartners.com/policies/subprocessors/> for a list of sub-processors.

# AlixPartners

Enviva Inc.  
Page 2 of 10

- Render expert testimony and litigation support services, including e-Discovery services, as requested from time to time by the Committee and its counsel, regarding any of the matters to which AlixPartners is providing services.
- Attend Committee meetings and Bankruptcy Court hearings as may be required in the role of advisors to the Committee.
- Conduct eDiscovery, document review and forensic data services required in conjunction with any document requests or other discovery.
- Assist with such other matters as may be requested that fall within AlixPartners' expertise and are mutually agreeable.

## Staffing

David MacGreevey will be responsible for the engagement, supported by the AlixPartners personnel necessary to complete the services provided under the Agreement. In addition, AlixPartners and its Affiliates have relationships with, and may periodically use, independent contractors with specialized skills and abilities to assist in this engagement.

We will periodically review the staffing levels to determine the proper mix for this assignment. We will only use the necessary staff required to complete the requested or planned tasks.

## Timing and Fees

AlixPartners commenced this engagement on March 28, 2024 pending receipt of a copy of the executed Agreement.

The Company shall compensate AlixPartners for its services, and reimburse AlixPartners for expenses, as set forth on Schedule 1.

The Committee will promptly apply to the Bankruptcy Court to obtain approval of AlixPartners' retention nunc pro tunc to the date of the Agreement. AlixPartners acknowledges that its retention and the terms thereof are subject to Bankruptcy Court approval.

\* \* \*

If these terms meet with your approval, please sign and return a copy of the Agreement.

## Terms and Conditions

The Committee agrees to all the terms of the Agreement and to use its best efforts, through the application for retention of AlixPartners, to have the Company provide an indemnification to AlixPartners and its principals, employees, subcontractors, representatives, agents and counsel, as set forth in the Indemnification section of the General Terms and Conditions.

# AlixPartners

Enviva Inc.  
Page 3 of 10

We look forward to working with you.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "DMG", followed by a horizontal line.

David MacGreevey  
Partner & Managing Director

For and on behalf of AlixPartners, LLP

Agreement and acceptance confirmed

The Official Committee of Unsecured Creditors of Enviva Inc., *et al.*

By: /s/ Michael Mandell

Michael Mandell, not in his individual capacity but solely on behalf of Ryder Integrated Logistics, in its capacity as chair of the Official Committee of Unsecured Creditors of Enviva Inc., *et al.*, and not in any other capacity

Dated: May 3, 2024



## Schedule 1

### Fees and Expenses

1. **Fees:** AlixPartners' fees will be based on the hours spent by AlixPartners personnel at AlixPartners' hourly rates, which are:

Partner & Managing Director	USD 1,225 – USD 1,495
Partner	USD 1,200
Director	USD 960 – USD 1,125
Senior Vice President	USD 800 – USD 910
Vice President	USD 640 – USD 790
Consultant	USD 230 – USD 625

AlixPartners generally reviews and revises its billing rates semi-annually.

AlixPartners' total fees include the Case Management Platform usage fees set forth in the Bankruptcy Related Matters Section of the General Terms and Conditions (together, the "Fees").

2. **Expenses:** In addition to the Fees set forth in this Schedule, the Company shall pay directly, or reimburse AlixPartners upon receipt of periodic billings, for all reasonable out-of-pocket expenses incurred in connection with this engagement, such as travel, lodging and meals, and eDiscovery related expenses, which will be invoiced at USD 25 per GB.
3. **Retainer:** AlixPartners does not require a retainer in connection with this engagement.
4. **Payment:** AlixPartners will submit invoices in the manner required by the Bankruptcy Court, and all invoices will be due and payable immediately upon receipt, subject to Bankruptcy Court approval, as applicable.

**AlixPartners, LLP**  
General Terms and Conditions

These General Terms and Conditions ("Terms") are incorporated into the Agreement to which these Terms are attached. In case of conflict between the wording in the letter and/or schedule(s) and these Terms, the wording of the letter and/or schedule(s) shall prevail.

### Section 1. Committee Responsibilities

AlixPartners' performance of the services in accordance with the terms of the Agreement are dependent on the Committee's timely and effective completion of the following responsibilities to the extent they are reasonably necessary for such performance: (a) provide timely, reliable, accurate and detailed information, materials, documentation; and (b) make timely decisions, gain relevant approvals, and co-operate with AlixPartners as is necessary or desirable for the performance of the services.

### Section 2. Nature of the Services of AlixPartners

AlixPartners is not an accounting firm or a law firm. AlixPartners is providing advisory and consulting services only and will not (i) unless expressly stated otherwise in the Agreement, make management decisions for the Committee, (ii) perform accounting audits, or (iii) provide legal services or advice. While AlixPartners may, from time-to-time, suggest options that may be available to the Committee, the ultimate decision as to such options rests with the Committee, and AlixPartners makes no promise or guarantee, nor gives any representations, about the outcome of the Committee's matters and/ or any decision it makes.

### Section 3. Billing, Payments, and Taxes

**Billing and Payments.** All invoices for Fees and expenses are due as set forth on Schedule 1 (the "Due Date") via check or wire transfer to AlixPartners' bank account, as shown on the invoice. All amounts invoiced are based on services rendered and expenses incurred to date, and are not contingent upon future services or Work Product (as defined below), or the outcome of any case or matter.

There will be no administrative fees or costs charged to AlixPartners for the use of e-billing, procurement, factoring, or other similar services in connection with our invoicing (e.g. Ariba, SAP, Tymetrix, Brightflag, etc.) of this engagement. If the Company requests or requires AlixPartners to use the Company's or a third party's e-billing, procurement, factoring, or other similar services in connection with our invoicing and there are fees charged or discounts applied in connection with AlixPartners' use of such services, the Company agrees to reimburse AlixPartners for those fees or discounts as a reimbursable expense under the Agreement.

**Taxes.** AlixPartners' Fees are exclusive of taxes or similar charges, which shall be the responsibility of the Company (other than taxes imposed on AlixPartners' income generally). If AlixPartners' Fees are subject to any taxes, such as State sales tax or Value Added Tax, then AlixPartners will include such taxes on its invoices as separate line items.

### Section 4. Use of Work Product

"Work Product" means all information, reports, materials, software and other work product that AlixPartners creates or develops specifically for the Committee in the performance and/or preparation of the services that constitutes, contains and/or comprises AlixPartners' advice, observations, assessments, evaluations, theories,

formulas, methodologies, opinions, judgement, endorsements, recommendations and/ or proposals.

"Affiliate" means any entity that, directly or indirectly, controls, is controlled by or is under common control with the referenced entity, including the referenced entity's parent. In this definition, control means the power to direct the management and policies of an entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

Except as disclosure may be required by law, regulation or regulatory process, or as allowed below, the Committee agrees that the Work Product shall only be used by the Committee internally solely for its own benefit and use consistent with the purpose of the services under the Agreement. The Committee acknowledges and agrees that AlixPartners' only duty of care in respect of the services and the Work Product is to the Committee.

The Committee may distribute the Work Product on a strictly confidential and non-reliance basis to its auditors, accountants, legal advisors, controlled and controlling Affiliates ("Authorized Recipients") provided that the Committee understands and agrees that AlixPartners does not accept any liability to any of the Authorized Recipients and AlixPartners sole duty of care is to the Committee. The Committee shall be responsible for any damages resulting from a breach of the terms of the Agreement by its Authorized Recipients.

Except as described above and without AlixPartners' prior written approval (not to be unreasonably withheld or delayed), no part of AlixPartners' Work Product may be (i) disseminated, reproduced, quoted, or referenced with attribution to AlixPartners or an unnamed consultant or (ii) disseminated to third parties without AlixPartners' prior written consent and such third parties executing AlixPartners' Report Access Letter.

### Section 5. Confidentiality

**Nondisclosure of Confidential Information.** Each Party shall keep confidential all confidential information, in whatever form, relating to a Party or its finances, accounts, business, technologies, products, customers or suppliers obtained from the other Party during the performance of AlixPartners' services hereunder (the "Confidential Information"), and neither Party will disclose any Confidential Information to any other person or entity, except as permitted below. Confidential Information includes the terms of the Agreement.

**Disclosure of Confidential Information.** The foregoing is not intended to prohibit, nor shall it be construed as prohibiting, either Party from making such disclosures of Confidential Information that either Party reasonably believes are required by law or any regulatory requirement or authority, including AlixPartners' disclosures to clear client conflicts and as may be required by FedRBank P2014 in unrelated bankruptcy matters.

Either Party may disclose Confidential Information to its Affiliates, and its and their directors, officers, employees, partners, subcontractors, auditors, accountants, agents and legal advisors (collectively, "Representatives"), but

**AlixPartners, LLP**  
General Terms and Conditions

only if such Representatives reasonably need to know the Confidential Information as it relates to the services being provided under the Agreement and such Representatives are bound by similar confidentiality obligations. Each Party is responsible for any breach of these confidentiality obligations by any of its Representatives. In addition, AlixPartners may use the Committee's Confidential Information obtained in connection with, and/or generated in the performance of, the services for benchmarking and related purposes, to augment the consulting offerings AlixPartners provides to the Committee and other clients provided that AlixPartners will only use such information on an aggregated and anonymized basis and will not, in any circumstances, identify the Committee in connection with such benchmarking and related purposes and in all such cases, AlixPartners shall comply with applicable laws and professional obligations.

**Marketing.** AlixPartners will have the right to disclose to any person that it provided services to the Committee and a general description of such services, but AlixPartners shall not provide any other information about its involvement with the Committee.

**Exclusions.** The confidentiality provisions of the Agreement will not apply to any information that (a) is or becomes generally available to the public through no action by either Party or its Representatives (as defined below), (b) are or become available to either Party on a non-confidential basis from a source that such Party reasonably believes is lawfully permitted to so provide, or (c) is independently developed by either Party without the use of the Confidential Information of the other Party.

**Return or Destruction of Information.** At the conclusion of the Agreement, the receiving Party and its Representatives may, and will if so requested in writing by the disclosing Party, promptly return to the disclosing Party all tangible Confidential Information provided to the receiving Party and its Representative and will destroy/delete all summaries, notes, studies, compilations or written or electronic copies and records that reflect any of the Confidential Information prepared by either Party or any of its Representatives. Such destruction/deletion (or return/delivery) will be confirmed in writing. The foregoing obligation to return or destroy documents shall not extend to (i) documents the receiving Party is obligated to retain pursuant to any applicable law, rule, regulation, policy or by a competent authority, or (ii) any computer files or documents created as a result of automatic archiving and backup procedures provided that any such retained documents shall remain subject to the Agreement.

**Expiration.** The obligations of the Parties under this section shall survive the end of any engagement between the Parties for a period of three (3) years.

## **Section 6. Intellectual Property**

"Intellectual Property" means patents, registered designs, registered trademarks and applications and the right to apply for any of the foregoing, copyright, design rights, topography rights, database rights, brands, trademarks, utility model rights, rights in the nature of copyright, rights in inventions and all other industrial, commercial and intellectual property rights and all other rights or forms of protection having equivalent or similar effect to any of the foregoing arising anywhere in the world.

"AlixPartners Intellectual Property" means any Intellectual

Property that AlixPartners has created, acquired or developed prior to the date of and/or separately from the Agreement and any enhancements, developments and/or improvements to any of the foregoing by and/or on behalf of AlixPartners during the course of, and/or in performance of, the Agreement.

"Committee Intellectual Property" means any Intellectual Property that AlixPartners creates specifically for the Committee in the performance of the services that is not AlixPartners Intellectual Property.

As between the Parties, the Committee's Intellectual Property shall be owned by the Committee upon full payment of all Fees and expenses due to AlixPartners and to that effect, subject to the payment of such Fees and expenses, AlixPartners hereby assigns its rights and interests in and the Committee's Intellectual Property to the Committee.

As between the Parties, the AlixPartners Intellectual Property shall be owned by AlixPartners and except to the extent explicitly agreed hereunder the Committee shall not acquire any title or interest in and to the AlixPartners Intellectual Property. AlixPartners hereby grants to the Committee a non-exclusive, non-transferable, irrevocable, royalty-free, worldwide license to use the AlixPartners Intellectual Property only to the extent necessary to enable the Committee to use and benefit from the results of the services, including the Committee's Intellectual Property, subject to and in accordance with the terms of the Agreement.

## **Section 7. Limitation of Liability**

THE ALIXPARTNERS PARTIES SHALL NOT BE LIABLE TO THE COMMITTEE, THE COMMITTEE MEMBERS, THE COMPANY, OR ANY PARTY ASSERTING CLAIMS ON BEHALF OF THE COMPANY, EXCEPT FOR DIRECT DAMAGES FOUND IN A FINAL DETERMINATION TO BE THE DIRECT RESULT OF THE GROSS NEGLIGENCE, BAD FAITH, SELF-DEALING OR INTENTIONAL MISCONDUCT OF ALIXPARTNERS. THE ALIXPARTNERS PARTIES SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, LOST DATA, REPUTATIONAL DAMAGES, PUNITIVE DAMAGES OR ANY OTHER SIMILAR DAMAGES UNDER ANY CIRCUMSTANCES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ALIXPARTNERS PARTIES' AGGREGATE LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, IS LIMITED TO THE AMOUNT OF FEES PAID TO ALIXPARTNERS FOR SERVICES UNDER THE AGREEMENT (OR IF THE CLAIM ARISES FROM AN ADDENDUM TO THE AGREEMENT, UNDER THE APPLICABLE ADDENDUM) (THE "LIABILITY CAP").

Nothing in the Agreement, including the Liability Cap, shall be deemed to limit or exclude AlixPartners' liability for (a) death or personal injury caused by negligence, (b) gross negligence, fraud or willful misconduct, or (c) to the extent such claim cannot be capped or limited by applicable law.

AlixPartners is not responsible for any third-party products or services separately procured by the Committee. The Committee's sole and exclusive rights and remedies with respect to any such third-party products or services are against the third-party vendor and not against AlixPartners, whether or not AlixPartners is instrumental in procuring such third-party product or service.

**AlixPartners, LLP**  
General Terms and Conditions

## **Section 8. Indemnification**

The Committee agrees to use its best efforts, through the application for the retention of AlixPartners, to have the Company provide an indemnification to the AlixPartners Parties (as defined below), whereby:

The Company shall indemnify, hold harmless and defend AlixPartners and its Affiliates and its and their partners, directors, officers and employees (collectively, the "AlixPartners Parties") from and against all claims (including without limitation claims from Authorized Recipients), liabilities, losses, expenses and damages ("Loss") incurred or suffered arising out of or as a result of the performance by AlixPartners of the services or its obligations hereunder, or any third party's use of or reliance on the services provided under the Agreement or Work Product. The indemnity herein shall not apply to the extent such Loss directly arises as a result of AlixPartners' Parties gross negligence or willful misconduct. The Company shall pay Losses as incurred, including reasonable legal fees and disbursements of counsel. If, in the opinion of counsel, representing both Parties in the matter covered by this indemnification creates a potential conflict of interest, the AlixPartners Parties may engage separate counsel to represent them at the Company's expense.

The Company's indemnification obligations in this Section shall be primary to, and without allocation against, any similar indemnification obligations that AlixPartners may offer to its personnel generally.

## **Section 9. Governing Law and Arbitration**

The Agreement is governed by and shall be construed in accordance with the laws of the State of New York with respect to contracts made and to be performed entirely therein and without regard to choice of law or principles thereof.

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration. Each Party shall appoint one non-neutral arbitrator. The two party arbitrators shall select a third arbitrator. If within 30 days after their appointment the two party arbitrators do not select a third arbitrator, the third arbitrator shall be selected by the American Arbitration Association (AAA). The arbitration shall be conducted in New York, New York under the AAA's Commercial Arbitration Rules, and the arbitrators shall issue a reasoned award. The arbitrators may award costs and attorneys' fees to the prevailing Party. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, any Party may proceed directly to a court of competent jurisdiction to enforce the terms of the Agreement for any claim in connection with (i) the non-payment of Fees or expenses due under the Agreement, or (ii) the non-performance of obligations under the Indemnification section of these Terms. For the purposes of this paragraph, the Parties expressly consent to the jurisdiction of all Federal and state courts located in New York, New York.

In any court proceeding arising out of the Agreement, the Parties hereby waive any right to trial by jury.

**Equitable Remedies.** Each Party acknowledges and agrees that money damages alone may not be an adequate remedy for a breach of the Agreement. Each Party agrees that the non-breaching Party shall have the right to seek a restraining order and/or an injunction for any breach of the Agreement.

## **Section 10. Termination and Survival**

The Agreement may be terminated at any time by ten days' written notice by one Party to the other; provided, however, that notwithstanding such termination AlixPartners will be entitled to any Fees and expenses incurred through the termination date (for fixed fee engagements, fees will be pro rata based on the amount of time completed). Such payment obligation shall inure to the benefit of any successor or assignee of AlixPartners.

Additionally, unless the Agreement is terminated by the Committee due to AlixPartners' material breach (and such material breach continues after 30 days' written notice thereof and opportunity to cure) AlixPartners shall remain entitled to the success fee(s), if any, that otherwise would be payable during the 12 months after the date of termination of the Agreement.

Sections 3, 4, 5, 7, 8, 10, 11, 12, and 13 of these Terms, the provisions of Schedule 1 and the obligation to pay accrued fees and expenses shall survive the expiration or termination of the Agreement.

## **Section 11. General**

**Force Majeure.** "Force Majeure Event" means any action, omission, act, event or circumstance which is beyond the reasonable control of AlixPartners and which prevents AlixPartners from performing any of its obligations under the Agreement, including failure to meet any standard of performance.

If a Force Majeure Event occurs, AlixPartners will, as soon as reasonably practicable, notify the Committee of its occurrence, nature and the anticipated impact it will have on AlixPartners' ability to perform its obligations under the Agreement and AlixPartners will have no liability in respect of the non-performance of such obligations during the continuation of the Force Majeure Event and for such time after its ends as is reasonably necessary for AlixPartners to recommence its affected performance under the Agreement.

**Anti-Money Laundering Compliance.** AlixPartners is obliged to and shall comply with certain regulations pertaining to its activities, including client take-on and the services contemplated during this engagement (for example UK, US and European anti-money laundering regulations as well as economic sanctions regulations administered by OFAC and/ or the Department of State in the US). The Committee acknowledges and agrees that AlixPartners will conduct customer due diligence checks at the outset of the business relationship and periodically thereafter, which may involve verifying the identity of the Committee members, the beneficial owners of the Committee, or their associated persons and entities, as well as other persons and entities with which AlixPartners is dealing in connection with this engagement. In that context, AlixPartners may request such information and

**AlixPartners, LLP**  
General Terms and Conditions

documentation as is required for these purposes and AlixPartners shall retain all information and documentation provided in accordance with applicable laws and its document retention policy, as amended from time to time.

**Anti-Bribery and Corruption.** The Parties shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (including but not limited to the Bribery Act 2010). Each Party shall notify the other immediately if it has reason to suspect that any breach of the foregoing has occurred, is occurring or is likely to occur in connection with the Agreement, its subject matter or the receipt or payment (as the case may be) of any moneys from or by or on behalf of the Company.

If either Party (the "Defaulting Party") breaches this section, the other Party (the "Non-Defaulting Party") may, notwithstanding any other terms of the Agreement terminate the Agreement and may recover from the Defaulting Party any loss or damage suffered by the Non-Defaulting Party resulting from such termination.

The rights and remedies under this section entitled 'Anti-Bribery and Corruption' shall survive acceptance and payment of any moneys and be without prejudice to any other right or remedy available to the Non-Defaulting Party.

**Severability.** If any provision(s) of the Agreement are, in any jurisdiction, found to be invalid or unenforceable, that provision or parts thereof (as the case may be) will to that extent and in that jurisdiction be deemed not to form part of the Agreement and the enforceability of the remainder will not be affected in such jurisdiction.

**Entire Agreement.** The Agreement, including the letter, the Terms and the schedule(s), contains the entire understanding of the Parties relating to the services and supersedes any and all prior proposals, communications, agreements, understandings, representations, or estimates among the Parties with respect to such services. Each Party agrees that in entering into the Agreement other than as expressly included in the Agreement it does not rely on any statement, representation, undertaking, agreement or understanding of any nature made by any person. The Agreement, including the letter, the Terms and the schedule(s), may not be amended or modified in any respect except in a writing signed by the Parties.

**Related Matters.** If an AlixPartners Party is required by applicable law, legal process or government action to produce information or testimony as a witness with respect to the Agreement, the Company shall reimburse AlixPartners for any professional time and expenses (including reasonable external and internal legal costs and e-discovery costs) incurred to respond to the request, except in cases where an AlixPartners Party is a party to the proceeding or the subject of the investigation.

**Joint and Several Liability.** If more than one counterparty enters into the Agreement with AlixPartners, the liability of each such counterparty shall be joint and several, and AlixPartners may take action against, or release or compromise the liability of, any counterparty, without affecting the liability of any other counterparty.

**Third-Party Beneficiaries.** Except where expressly stated to be for the benefit of Affiliates of AlixPartners (and such Affiliates will acquire rights to enforce the relevant terms), a person who is not a party to the Agreement has

no rights to enforce any terms of the Agreement.

**Notices.** All notices required or permitted to be delivered under the Agreement shall be sent, if to AlixPartners, to:

AlixPartners, LLP  
2000 Town Center, Suite 2400  
Southfield, MI 48075  
Attention: Chief Legal Officer

and if to the Committee, to its retained counsel, or to such other name or address as may be given in writing to AlixPartners. All notices under the Agreement shall be sufficient only if delivered by overnight mail. Any notice shall be deemed to be given only upon actual receipt.

## **Section 12. Bankruptcy Related Matters**

The Committee shall promptly apply to the Bankruptcy Court for approval of the Committee's retention of AlixPartners under the terms of the Agreement. The form of retention application and proposed order shall be reasonably acceptable to AlixPartners. AlixPartners shall have no obligation to provide any further services unless AlixPartners' retention under the terms of the Agreement is approved by a final order of the Bankruptcy Court reasonably acceptable to AlixPartners. The Committee shall assist, or cause its counsel to assist, with filing, serving and noticing of papers related to AlixPartners' fee and expense matters.

The Committee and AlixPartners agree that the Bankruptcy Court shall have exclusive jurisdiction over any and all matters arising under or in connection with the Agreement.

AlixPartners will have the right to obtain independent legal counsel to obtain advice with respect to its services under the Agreement. The Company will reimburse AlixPartners for the reasonable fees and expenses of such independent legal counsel, following approval by the Bankruptcy Court.

AlixPartners acknowledges that, during the pendency of any Bankruptcy Court approved retention, the indemnification provisions and Liability Cap set forth above may be subject to modification as stated within the Bankruptcy Court's retention order.

If AlixPartners finds it desirable to augment its consulting staff with independent contractors (an "I/C") in this case, (i) AlixPartners will file, and require the I/C to file, 2014 affidavits indicating that the I/C has reviewed the list of the interested parties in this case, disclosing the I/C's relationships, if any, with the interested parties and indicating that the I/C is disinterested; (ii) the I/C must remain disinterested during the time that AlixPartners is involved in providing services on behalf of the Committee; and (iii) the I/C must represent that he/she will not work for the Committee or other parties in interest in this case during the time AlixPartners is involved in providing services to the Committee. AlixPartners' standard practice is to charge for an I/C's services at the rate equal to the compensation provided by AlixPartners to such I/C.

**Case Management Platform.** AlixPartners may, where applicable, utilize AlixPartners' proprietary suite of digital tools to enable Bankruptcy Court claims analysis and reporting (the "Case Management Platform"). The Committee understands the Case Management Platform is AlixPartners Intellectual Property as that term is defined in the Intellectual Property Section of the Terms. The



**AlixPartners, LLP**  
General Terms and Conditions

Committee shall not acquire any other interest in the Case Management Platform other than the limited non-transferable ability to access and use the Case Management Platform. When AlixPartners is utilizing the Case Management Platform, usage fees and charges will apply in addition to the Fees set forth on Schedule 1.

The Case Management Platform usage fee will be invoiced in accordance with the Billing, Payments, and Taxes Section of the Terms.

Any custom modification or enhancement requests from the Committee regarding the Case Management Platform may be performed at an additional cost to the Committee (as agreed by the Parties). Any such modifications or enhancements will be billed at AlixPartners' standard hourly rates.

### **Section 13. Data Protection**

To the extent applicable, the Committee and AlixPartners shall comply with the terms of the AlixPartners Data Protection Addendum (located at: <https://www.alixpartners.com/data-protection-addendum/>), which form part of the Agreement. The Data Protection Schedule of the Agreement shall apply to the Data Protection Addendum.

**EXHIBIT C**

**MacGreevey 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 DAVID MACGREEVEY IN SUPPORT OF THE  
APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT  
AND RETENTION OF ALIXPARTNERS, LLP AS ITS FINANCIAL ADVISOR  
EFFECTIVE AS OF MARCH 28, 2024**

I, David MacGreevey, make this declaration pursuant to 28 U.S.C. § 1746, and state:

1. I am a Partner and Managing Director of AlixPartners, LLP (“AlixPartners”),<sup>2</sup> which has a principal place of business at 909 Third Avenue, Floor 30, New York, New York 10022.

2. I submit this declaration (the “Declaration”) on behalf of AlixPartners in support of the *Application of the Official Committee of Unsecured Creditors for Entry of an Order Authorizing the Employment and Retention of AlixPartners, LLP as its Financial Advisor Effective as of March 28, 2024* (the “Application”) by which the Committee is seeking retention of AlixPartners on the terms and conditions set forth in the Application and the engagement letter between the Committee and AlixPartners attached to the Application as **Exhibit B** (the

---

<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’ proposed 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 meanings ascribed to them in the Application.

“Engagement Letter”). Except as otherwise noted,<sup>3</sup> I have personal knowledge of the matters set forth herein. If called and sworn as a witness, I could, and would, testify competently to the matters set forth herein.

3. On March 25, 2024, pursuant to Bankruptcy Code section 1102, the United States Trustee for the Eastern District of Virginia (the “U.S. Trustee”) appointed the Committee, and on March 28, 2024, the Committee selected AlixPartners as its financial advisor with respect to these Chapter 11 Cases, subject to Court approval.

4. AlixPartners was requested to and began immediately to provide assistance to the Committee as of March 28, 2024.

#### **RETENTION OF ALIXPARTNERS**

5. AlixPartners is an internationally recognized restructuring and turnaround firm with substantial experience in providing financial advisory services and has an excellent reputation for its work in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States. AlixPartners performs critical services that complement the services provided by the Committee’s other professionals. AlixPartners is able to represent the Committee in a cost-effective, efficient and timely manner and has been performing such services since the March 28, 2024.

6. AlixPartners is well-qualified to serve as a financial advisor to the Committee. AlixPartners has assisted, advised, and provided strategic advice to debtors, creditors, bondholders, investors, and other entities in numerous chapter 11 cases of similar size and complexity to these Chapter 11 Cases. Its professionals have provided restructuring, financial advisory or crisis management services in numerous large cases. *See, e.g., In re Western Global*

---

<sup>3</sup> Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at AlixPartners and are based on information provided by them.

*Airlines, Inc.*, No. 23-11093 (KBO) (Bankr. D. Del. Oct. 2, 2023); *In re Legacy IMBDS, Inc. (f/k/a iMedia Brands, Inc.)*, No. 23-10852 (KBO) (Bankr. D. Del. Sept. 1, 2023); *In re Benefytt Techs., Inc.*, No. 23-90566 (CML) (Bankr. S.D. Tex. Aug. 3, 2023); *In re Legacy Cares, Inc.*, No. 23-02832 (DPC) (Bankr. D. Ariz. May 31, 2023); *In re FedNat Holding Co.*, No. 22-19451 (PDR) (Bankr. S.D. Fla. Mar. 1, 2023); *In re Altera Infrastructure L.P.*, No. 22-90129 (MI) (Bankr. S.D. Tex. Oct. 24, 2022); *In re Armstrong Flooring, Inc.*, No. 22-10426 (MFW) (Bankr. D. Del. July 29, 2022); *In re Ion Geophysical Corp.*, No. 22-30987 (MI) (Bankr. S.D. Tex. Jun. 16, 2022); *In re CBL & Assocs. Props., Inc.*, No. 20-35226 (DRJ) (Bankr. S.D. Tex. Jan. 8, 2021) *In re 24 Hour Fitness Worldwide, Inc.*, No. 20-11558 (KBO) (Bankr. D. Del. Aug. 12, 2020); *In re Extraction Oil & Gas, Inc.*, No. 20-11548 (CSS) (Bankr. D. Del. Aug. 11, 2020); *In re Exide Holdings, Inc.*, No. 20-11157 (CSS) (Bankr. D. Del. July 16, 2020); *In re Intelsat S.A.*, No. 20-32299 (KLP) (Bankr. E.D. Va. July 6, 2020); *In re Chinos Holdings, Inc.*, No. 20-32181 (KLP) (Bankr. E.D. Va. May 28, 2020); *In re Boy Scouts of Am. and DE BSA, LLC*, No. 20-10343 (LSS) (Bankr. D. Del. May 23, 2020); *In re Art Van Furniture, LLC*, No. 20-10553 (CSS) (Bankr. D. Del. Apr. 22, 2020); *In re Bluestem Brands, Inc.*, No. 20-10566 (MFW) (Bankr. D. Del. Apr. 15, 2020); *In re Pier 1 Imports, Inc.*, No. 20-30807 (KRH) (Bankr. E.D. Va. Mar 18, 2020); and *In re Forever 21, Inc.*, No. 19-12122 (KG) (Bankr. D. Del. Nov. 22, 2019).

7. I, David MacGreevey, the Partner and Managing Director who will be responsible for this engagement, have over 20 years of professional experience advising stakeholders on strategic transactions, including restructuring, M&A and capital raises. I lead AlixPartners' creditor services practice and have advised committees, management teams, boards of directors, and investors on over 75 complex transactions across a variety of industries. I am a graduate of the University of Richmond and a Certified Insolvency and Restructuring Advisor.

### **SCOPE OF SERVICES**

8. AlixPartners will work closely with Akin to ensure that there will be no duplication of efforts or unnecessary overlap in the services to be provided by AlixPartners and those that have been provided or which will be provided by the Committee's other professionals. It is presently anticipated that AlixPartners will continue to provide advice to and assist the Committee in evaluating and implementing strategic and tactical options through the bankruptcy and restructuring process. A general list of tasks AlixPartners may perform is as follows:

- Review and evaluate the Debtors' current financial condition, business plans and cash and financial forecasts, and periodically report to the Committee regarding the same.
- Review the Debtors' cash management, tax sharing and intercompany accounting systems, practices and procedures.
- Support the Committee's investment banker in the evaluation of any proposed sale process and related bids, and participate in any meetings with bidders or auction, if necessary.
- Review and investigate: (i) related party transactions, including those between the Debtors and their non-debtor subsidiaries and affiliates (including, but not limited to, shared services expenses and tax allocations) and (ii) selected other prepetition transactions.
- Identify and/or review potential preference payments, fraudulent conveyances and other causes of action that the various Debtors' estates may hold against third parties, including each other.
- Analyze the Debtors' assets and claims and assess potential recoveries to the various creditor constituencies under different scenarios, in coordination with the Committee's investment banker.
- Support the Debtors' investment banker with services related to its enterprise valuation workstream, as required.
- Assist in the development and/or review of the Debtors' restructuring support agreement, chapter 11 plan and/or disclosure statement.
- Review and evaluate court motions filed or to be filed by the Committee, the Debtors, or any other parties in interest, as appropriate.

- Render expert testimony and litigation support services, including e-Discovery services, as requested from time to time by the Committee and its counsel, regarding any of the matters to which AlixPartners is providing services.
- Attend Committee meetings and Bankruptcy Court hearings as may be required in the role of advisors to the Committee.
- Conduct eDiscovery, document review and forensic data services required in conjunction with any document requests or other discovery.
- Assist with such other matters as may be requested that fall within AlixPartners' expertise and are mutually agreeable.

9. When necessary, the individuals working on this matter (the "AlixPartners Personnel") will be assisted by or replaced by various professionals at various levels.

### **FEE AND EXPENSE STRUCTURE**

10. AlixPartners' decision to accept this engagement to advise and assist the Committee is conditioned upon its ability to be retained in accordance with its customary terms and conditions of employment, compensated for its services, and reimbursed for the out-of-pocket expenses it incurs in accordance with its customary billing practices, as set forth in Schedule 1 of the Engagement Letter (the "Fee and Expense Structure").

11. AlixPartners' current standard hourly rates, subject to periodic adjustments, are as follows:

<b>Title</b>	<b>Hourly Rate</b>
Partner & Managing Director	\$1,225 – \$1,495
Partner	\$1,200
Director	\$960 – \$1,125
Senior Vice President	\$800 – \$910
Vice President	\$640 – \$790
Consultant	\$230 – \$625

12. AlixPartners generally reviews and revises its billing rates semi-annually. Changes in applicable hourly rates will be noted on the invoices for the first time period in which the revised rates became effective.

13. To the extent the Committee requests services related to electronic discovery and data collection, certain monthly hosting fees and consulting fees will apply.

14. To the extent AlixPartners uses the services of independent contractors (the “Contractors”) in these Chapter 11 Cases, AlixPartners shall: (a) pass through the cost of such Contractors to the Debtors at the same rate that AlixPartners pays the Contractors; (b) seek reimbursement for actual costs only; (c) ensure that the Contractors are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules; and (d) file with the Court such disclosures required by Bankruptcy Rule 2014.

15. In addition to compensation for professional services rendered by AlixPartners Personnel, AlixPartners will seek reimbursement for reasonable and necessary expenses incurred in connection with these Chapter 11 Cases, including transportation costs, lodging, and meals.

16. AlixPartners intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these Chapter 11 Cases, subject to the Court’s approval and in compliance with the *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330* (Appendix A to 28 C.F.R. § 58), applicable provisions of the Bankruptcy Code, including Bankruptcy Code sections 330 and 331, the Bankruptcy Rules, the Local Rules, the *Order (i) Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Retained Professionals and (ii) Granting Related Relief* [Docket No. 317] and any other applicable orders of the Court,



both in connection with this Application and the monthly, interim and final fee applications to be filed by AlixPartners in these Chapter 11 Cases.

17. AlixPartners will maintain records in support of any fees (in 1/10th of an hour increments), costs and expenses incurred in connection with services rendered in these Chapter 11 Cases. Records will be arranged by category and nature of the services rendered and will include reasonably detailed descriptions of those services provided on behalf of the Committee. AlixPartners' applications for compensation of fees and reimbursement of expenses will be paid by the Debtors pursuant to the terms of the Engagement Letter and any procedures established by the Court, pursuant to an interim compensation order or otherwise.

18. AlixPartners does not seek a success fee in connection with these Chapter 11 Cases.

19. AlixPartners is not owed any amounts with respect to prepetition fees and expenses in connection with these Chapter 11 Cases.

20. Neither Akin, the members of the Committee, nor any of their agents are or shall be responsible for the payment of AlixPartners' fees and costs arising out of the engagement described and referenced herein, regardless of whether or not AlixPartners is paid in full from the Debtors' estates.

### **INDEMNIFICATION PROVISIONS**

21. The Engagement Letter contains standard indemnification language with respect to AlixPartners' services including, without limitation, an agreement by the Committee to cause the Debtors to indemnify AlixPartners and its affiliates, partners, directors, officers, employees and agents (each, an "AlixPartners Party" and collectively, the "AlixPartners Parties") from and against all claims, liabilities, losses, expenses and damages arising out of or in connection with the engagement of AlixPartners that is the subject of the Engagement Letter, except to the extent caused by gross negligence, willful misconduct, or fraud of any AlixPartners Party.

22. AlixPartners believes that the indemnification provisions contained in the Engagement Letter, as amended in the Proposed Order, are customary and reasonable for AlixPartners and comparable firms providing financial advisory services, and as would be modified pursuant to the foregoing limitations, reflect the qualifications and limitations on indemnification provisions that are customary in this district and others.

23. The provisions contained in the Engagement Letter, viewed in conjunction with the other terms of AlixPartners' proposed retention, are reasonable and in the best interest of the Debtors, their estates and all parties in interest.

#### **ALIXPARTNERS' DISINTERESTEDNESS**

24. In connection with its proposed retention by the Committee in these Chapter 11 Cases, AlixPartners undertook a complex process, the details of which are set forth in **Schedule 2**, to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors' estates. Specifically, AlixPartners obtained from the Committee's representatives a potential parties in interest list in these Chapter 11 Cases (each party a "Party in Interest", and collectively the "Parties in Interest List"). The Parties in Interest List is attached hereto as **Schedule 1**. A search was performed for connections to each Party in Interest as to AlixPartners Holdings, LLP, AlixPartners' parent company ("Holdings"), and each of Holdings' U.S. and non-U.S. subsidiaries ("Holdings Enterprise", and collectively "AP"). Results for connections to the Parties in Interest List are disclosed on **Schedule 2**.

25. Based on that review, AlixPartners represents that, to the best of its knowledge, AlixPartners knows of no fact or situation that would represent a conflict of interest, cause it not to be disinterested or hold or represent an interest adverse to the Debtors' estates.

26. AlixPartners and its affiliates are advisors and crisis managers providing services and advice in many areas, including restructuring and distressed debt. As part of its diverse practice, AlixPartners appears in numerous cases, proceedings, and transactions involving many different law firms, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in these Chapter 11 Cases. Further, AlixPartners has in the past, and may in the future, be represented by various attorneys and law firms, some of whom may be involved in these Chapter 11 Cases. In addition, AlixPartners has been in the past, and likely will be in the future, engaged in matters unrelated to the Debtors or these Chapter 11 Cases in which it works with or in opposition to other professionals involved in these Chapter 11 Cases. Moreover, AlixPartners might have referred work to other professionals retained in these Chapter 11 Cases. Likewise, professionals retained in these Chapter 11 Cases might have referred work to AlixPartners. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, none of these business relationships constitute interests adverse to the Debtors' estates.

27. From time to time, AlixPartners has provided services, and likely will continue to provide services, to certain creditors of the Debtors and various other parties adverse to the Debtors in matters wholly unrelated to these Chapter 11 Cases. As described herein, however, AlixPartners has undertaken a detailed search to determine, and to disclose, whether it is providing or has provided services to any significant creditor, equity security holder, insider, or other party in interest in such unrelated matters.

28. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, none of the AlixPartners Personnel: (a) have any connection with the United States Trustee for the Eastern District of Virginia (the "U.S. Trustee"), or any employee in the Office of the U.S. Trustee; or (b) are related or connected to any United States

Bankruptcy Judge for the Eastern District of Virginia, except as otherwise set forth on **Schedule 2**.

29. To the best of my knowledge, neither the AlixPartners Personnel nor AP is a direct holder of any of the Debtors' securities. It is possible that certain of AlixPartners' employees, managing directors, board members, equity holders, or an affiliate of any of the foregoing, may own interests in the Debtors, mutual funds or other investment vehicles (including various types of private funds) that own the Debtors' or other parties in interest's debt or equity securities or other financial instruments, including bank loans and other obligations. Typically, the holders of indirect interests have no control over investment decisions related to such investment funds or financial instruments. Per the procedures set forth in **Schedule 1**, AlixPartners makes certain inquiries regarding direct interests and, to the extent required, will file a supplemental declaration reflecting additional details. AlixPartners' policy prohibits its employees from personally trading in the Debtors' securities.

30. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, AlixPartners has not been retained to assist any entity or person other than the Committee on matters relating to, or in direct connection with, these Chapter 11 Cases. AlixPartners will continue to provide professional services to entities that may be creditors or equity security holders of the Debtors or other parties in interest in these Chapter 11 Cases, provided that such services do not relate to, or have any direct connection with, these Chapter 11 Cases.

31. Certain of AlixPartners' employees, managing directors, board members, equity holders or an affiliate of any of the foregoing may have financial accounts or insurance relationships with a potential party in interest.

32. Despite the efforts described above to identify and disclose the connections that AP and its affiliates have with parties in interest in these Chapter 11 Cases, because the Debtors form a large enterprise with numerous creditors and other relationships, AlixPartners is unable to state with certainty that every client relationship or other connection has been identified and disclosed.

33. In accordance with Bankruptcy Code section 504 and Bankruptcy Rule 2016, neither I nor AlixPartners has entered into any agreements, express or implied, with any other party in interest, including the Debtors, any creditor or any attorney for such party in interest in these Chapter 11 Cases, (a) for the purpose of sharing or fixing fees or other compensation to be paid to any such party in interest or its attorneys for services rendered in connection therewith, (b) for payment of such compensation from the assets of the estates in excess of the compensation allowed by the Court pursuant to the applicable provisions of the Bankruptcy Code or (c) for payment of compensation in connection with these Chapter 11 Cases other than in accordance with the applicable provisions of the Bankruptcy Code.

34. Accordingly, except as otherwise set forth herein, insofar as I have been able to determine, neither I, AlixPartners, nor any of the AlixPartners Personnel holds or represents any interest adverse to the Debtors or their estates, and AlixPartners is a “disinterested person” as that term is defined in Bankruptcy Code section 101(14), as modified by Bankruptcy Code section 1107(b), in that AlixPartners and the AlixPartners Personnel:

- (a) are not creditors, equity security holders, or insiders of the Debtors;
- (b) were not, within two years before the Petition Date, a director, officer or employee of the Debtors; and
- (c) do not have an interest materially adverse to the interest of the Debtors’ estate or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

35. If AlixPartners discovers additional information that requires disclosure, AlixPartners will promptly file a supplemental disclosure with the Court as required by Bankruptcy Rule 2014. AlixPartners reserves the right to supplement this Declaration in the event that AlixPartners discovers any facts bearing on matters described in this Declaration regarding AlixPartners' employment by the Committee.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Date: May 3, 2024

/s/ David MacGreevey

David MacGreevey  
Partner & Managing Director

**Schedule 1**

**Parties in Interest List**

**The Official Committee of Unsecured Creditors**

DRAX POWER LIMITED  
DRAX POWER STATION

RWE SUPPLY & TRADING GMBH  
RYDER INTEGRATED LOGISTICS

**Professionals of the Official Committee of Unsecured Creditors**

AKIN GUMP STRAUSS HAUER & FELD  
LLP  
DUCERA PARTNERS LLC

HIRSCHLER FLEISCHER  
KEVIN T. HOWELL

**Debtors**

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

**Debtors' Former Names**

ENERGY SERVICES COOPERATIEF  
U.A.  
ENVIVA PELLETS COURTLAND, LLC  
ENVIVA PELLETS LUCEDALE, 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 CHESAPEAKE, LLC  
ENVIVA PORT OF PANAMA CITY, LLC  
ENVIVA PORT OF PASCAGOULA, LLC  
ENVIVA PORT OF SAVANNAH, 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

#### **Current and Former Officers and Directors**

BRANDI A. COLANDER  
CHAMINDA A. WIJETILLEKE  
CHRISTOPHER M. SWEENEY  
CHRISTOPHER P. SEIFERT  
CLARENCE W. NOTTINGHAM  
CRAIG A. LORRAINE  
DAVID M. LEUSCHEN  
DAVID O. JARRETT  
DON CALLOWAY  
E. ROYAL SMITH  
EDWIN MARTINUS PAUL RIJBROEK  
EVA T. ZLOTNICKA  
F&L COSEC LIMITED  
GARY L. WHITLOCK  
GERRIT L. LANSING, JR.  
GLENN T. NUNZIATA  
GREGORY D. CABE  
JAMES P. GERAGHTY  
JANET S. WONG  
JASON E. PARAL  
JASON S. EBERSTEIN  
JEFFERY W. UBBEN  
JENNIFER JENKINS  
JENS P. WOLF  
JIM H. DERRYBERRY  
JOHN C. BUMGARNER, JR.  
JOHN K. KEPPLER

JOHN-PAUL D. TAYLOR  
JONATHAN L. MOORE  
KATHERINE L. MAXEY  
KATHRYN R. WALSH  
LUCAS OLIVER-FROST  
MARIA C. MORENO  
MARIUS HACHENBERG  
MARK A. COSCIO  
MARTIN N. DAVIDSON  
MICHAEL A. JOHNSON  
NORBERT A. HINTZ, JR.  
OSCAR M. YOUNG, JR.  
PETER HANSEN  
PIERRE F. LAPEYRE, JR.  
RACHEL K. MCDEVITT  
RALPH ALEXANDER  
ROBERT L. ABBOTT  
ROBERT MUIRHEAD  
ROXANNE B. KLEIN  
SCOTT R. HILE  
SHAI SHIMON EVEN  
SIRIAN BRUIJSTENS  
TENNEY L. WAY  
THOMAS METH  
WILLIAM H. SCHMIDT, JR.  
WILLIAM SINGLE, IV  
WUSHUANG MA



YANINA A. KRAVTSOVA

**Ordinary Course Professionals**

ADDLESHAW GODDARD 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  
MOAIC 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

**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

**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

**Debtholders**

ACIG INSURANCE AGENCY  
AEGON NV  
AGFIRST FARM CREDIT BANK  
AIP, LLC  
ALLIANCEBERNSTEIN  
ALLIANZ SE  
ALLSPRING GLOBAL INVESTMENTS,  
LLC (U.S.)  
AMERICAN AGCREDIT  
AMERICAN HOME LIFE INSURANCE  
AMERISURE MUTUAL INSURANCE  
AMUNDI ASSET MANAGEMENT S.A.S.  
ANDRITZ INC.  
ANGEL OAK CAPITAL ADVISORS  
APERTURE INVESTORS, LLC  
ARENA CAPITAL ADVISORS, LLC  
ARES MANAGEMENT  
AROSA CAPITAL MANAGEMENT, L.P.  
ASSET ALLOCATION &  
MANAGEMENT COMPANY, LLC  
BANK OF AMERICA MERRILL LYNCH  
PROPRIETARY TRADING  
BANK OF MONTREAL  
BANK OF NEW YORK MELLON CORP  
BARCLAYS BANK, PLC  
BARINGS  
BAYERISCHE LANDESBANK  
BAYERNINVEST  
KAPITALVERWALTUNGSGESELLS  
CHAFT MBH  
BEACH POINT CAPITAL  
MANAGEMENT, L.P.  
BESSEMER GROUP  
BI MANAGEMENT AS/DENMARK  
BLACKROCK  
BLACKSTONE  
BLUE CROSS & BLUE SHIELD

BMO GLOBAL ASSET MANAGEMENT  
BNP PARIBAS  
BONDBLOXX INV MANAGEMENT  
BRIGADE CAPITAL MANAGEMENT  
CALIFORNIA PUBLIC EMPLOYEES  
RETIREMENT SYSTEM  
CALVERT INVESTMENT  
MANAGEMENT  
CAPITAL ONE  
CAPITAL RESEARCH &  
MANAGEMENT COMPANY  
CASTLEKNIGHT MANAGEMENT, L.P.  
CATERPILLAR FINANCIAL SERVICES  
CORPORATION  
CHUBB  
CIFIC ASSET MANAGEMENT, LLC  
CIGNA HEALTH AND LIFE  
INSURANCE  
CION ARES MANAGEMENT  
CISCO SYSTEMS CAPITAL  
CORPORATION  
CITIBANK, N.A.  
COLUMBIA THREADNEEDLE  
INVESTMENTS  
CORPORATION SERVICE COMPANY  
CREDIT AGRICOLE GROUP  
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 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, NATIONAL  
ASSOCIATION  
WILSHIRE ASSOCIATES INC

### **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

### **Largest Customers**

ADM GERMANY  
ALBIOMA  
AOT  
BAYWA  
CARGILL  
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.  
UNIPER  
VATTENFALL  
VERDO  
WESTERWALDER  
ZVEZDA

### **Significant Vendors and Unsecured Creditors**

360 FOREST PRODUCTS INC  
4B COMPONENTS LTD  
4P TIMBER COMPANY LLC  
4R PROPERTIES INC  
5 POINTS LAWN CENTER INC  
A & P TIMBER CO INC  
A&B PROPANE INC  
A&J PEST SERVICE INC  
A1 FURNITURE HOLDINGS LLC  
AAA COOPER TRANSPORTATION  
AAA TREE EXPERTS INC  
ABB INC  
ABENDOCK SECURITY SOLUTIONS  
INC  
ABSOLUTE FREIGHT BROKERAGE  
LLC  
AC CONTROLS COMPANY INC  
ACE HARDWARE OF AHOSKIE INC  
ACES GLOBAL QUALITY SERVICES  
USA LLC  
ADAMS-WARNOCK INC  
ADVANCED ELECTRONIC SERVICES  
INC  
ADVANCED TECHNOLOGY SERVICES  
INC  
AEROTEK INC  
AFCO CREDIT CORPORATION  
AG ELECTRICAL LLC  
AGGREKO LLC  
AIRGAS USA LLC

AIRMATIC INC  
ALABAMA ELECTRIC COMPANY INC  
OF DOTHAN  
ALABAMA POWER COMPANY  
ALAN KILMORE  
ALERT MEDIA INC  
ALGS INC  
ALL4 LLC  
ALPHA ENVIRONMENTAL SERVICES  
LLC  
ALTA CONSTRUCTION EQUIPMENT  
FLORIDA  
ALTAIR EQUIPMENT COMPANY INC  
AMANDUS KAHL GMBH & CO KG  
AMANDUS KAHL USA CORP  
AMAZON CAPITAL SERVICES INC  
AMBASSADOR COMPANY  
AMERICAN MECHANICAL - ALWP  
LLC  
AMERICAN POLE & PILING INC  
AMERICAN STOCK TRANSFERS &  
TRUST COM  
AMETEK ARIZONA INSTRUMENT LLC  
AMORY HARDWARE LLC  
AMORY WATER AND ELECTRIC  
ANDREWS & COLE LLC  
ANDRITZ INC  
ANDREW W. DOWNS  
ANVIL ATTACHMENTS LLC  
ANVIL CORPORATION

AON RISK SERVICES SOUTHWEST INC  
APPLIED INDUSTRIAL  
TECHNOLOGIES DIXIE INC  
ARAMARK REFRESHMENT SERVICES  
ARBOR TECH FOREST PRODUCTS INC  
ARC3 GASES INC  
ARCOLA LUMBER COMPANY INC  
ARROW LLC  
ARROWHEAD ENVIRONMENTAL  
SERVICES LLC  
ASAP EXPEDITING & LOGISTICS  
ASCENDUM MACHINERY INC  
ASGCO MFG INC  
ASHLEY FARMS AND TRUCKING LLC  
ASSOCIATION RESOURCE GROUP INC  
AT&T CORP  
AT&T U-VERSE  
ATC ALMA TELEPHONE CO INC  
ATLANTECH ONLINE INC  
ATLANTIC CONSTRUCTORS INC  
ATMOS ENERGY CORPORATION  
AUBURN FILTERSENSE LLC  
AV PRODUCTS INC  
AXIS ENTERPRISES INC DBA AXIS  
PROMOTIONS  
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  
EDEL 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  
PENNEL 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  
XSTREMEND  
XYLEM DEWATERING SOLUTIONS  
INC

YANCEY BROS CO  
YARBROUGH BROTHERS INC  
ZEE COMPANY  
ZORO TOOLS INC DBA ZORO

### **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  
DEBBIE SMITH (EEOC)  
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)  
SOUTHEASTERN INDUSTRIAL  
CONTRACTORS, LLC  
SUMITOMO CORPORATION  
TAJE DHATT  
TCH CONSTRUCTION GROUP, INC.  
TONY MOUER  
TRUIST SECURITIES, INC.  
USCA SECURITIES LLC  
WILLIAM BROWNING

### **Insurance Providers & Brokers**

ACE AMERICAN INS CO  
AIG  
ALCOR UNDERWRITING BERMUDA  
LIMITED  
ALLIANZ GLOBAL RISK US INS CO

ALLIED WORLD ASSURANCE  
COMPANY, LTD.  
AMWINS BROKERAGE OF GEORGIA,  
LLC.  
ARCH INSURANCE  
ASCOT INSURANCE COMPANY

AXA XL  
AXIS EXCESS INSURANCE  
AXIS INS CO  
AXIS SURPLUS INSURANCE  
COMPANY  
BEAZLEY  
BEAZLEY SYNDICATES AFB  
BERKLEY ENVIRONMENTAL  
CANOPIUS MANAGING AGENTS  
LIMITED  
CAP SPECIALTY INSURANCE  
CHUBB BERMUDA INSURANCE LTD.  
COMMERCIAL MANAGEMENT  
LIABILITY  
CP 7272 WISCONSIN AVENUE LLC C/O  
CARR PROPERTIES  
ENDURANCE AMERICAN INS CO.  
(SOMPO)  
ENDURANCE AMERICAN INSURANCE  
COMPANY  
EVEREST INDEMNITY INSURANCE  
COMPANY  
FIRST INSURANCE FUNDING  
GEORGIA POWER COMPANY  
GREAT MIDWEST INSURANCE  
COMPANY  
GREENWICH INSURANCE COMPANY  
HANOVER INSURANCE COMPANY  
HARTFORD  
HARTFORD ACCIDENT & INDEMNITY  
CO  
HARTFORD FIRE INSURANCE CO  
HDI GLOBAL SPECIALTY SE - UK  
BRANCH  
HISCOX INSURANCE COMPANY INC.  
HOMELAND INSURANCE CO OF NEW  
YORK  
INDIAN HARBOR INS COMPANY (XL)  
IRONGATE  
LEXINGTON INSURANCE COMPANY  
LIBERTY MUTUAL INSURANCE  
COMPANY  
LIBERTY SPECIALTY MARKETS  
AGENCY LIMITED  
LLOYD'S LONDON  
MANSFIELD POWER AND GAS, LLC

MARKEL AMERICAN  
MISSISSIPPI POWER COMPANY  
MITSUI SUMITOMO INSURANCE  
COMPANY OF AMERICA  
NATIONAL UNION FIRE INS CO OF  
PITTS, PA. (AIG)  
NAUTILUS INS CO  
NAVIGATORS INSURANCE COMPANY  
NORTH AMERICAN CAPACITY  
INSURANCE COMPANY  
OCEAN MARINE  
OLD REPUBLIC INSURANCE  
COMPANY  
PALOMAR EXCESS & SURPLUS INS  
COMPANY  
PRINCETON EXCESS AND SURPLUS  
LINES INSURANCE 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

**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

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

B. WEBB KING  
BENJAMIN ZICCARDY  
BIBHA ADHIKARI  
CECELIA A. WESCHLER  
GERARD R. VETTER  
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

**Thirty Largest Unsecured Creditors<sup>1</sup>**

CAL INVESTMENTS LLC  
CONVEYOR ENGINEERING &  
MANUFACTURING

OAK RIDGE INDUSTRIES LLC  
UNDERWOOD FIRE EQUIPMENT INC

---

<sup>1</sup> This category includes those “Thirty Largest Unsecured Creditors” that are not included in any other category on this Schedule 1.

**Notice of Appearance Parties, as of April 23, 2024<sup>2</sup>**

ACQUIOM AGENCY SERVICES LLC  
ANKURA TRUST COMPANY LLC  
BAKER, DONELSON, BEARMAN,  
CALDWELL & BERKOWITZ, PC  
BEAN KINNEY & KORMAN, PC  
COCRF INVESTOR 232, LLC  
CRENSHAW, WARE & MARTIN, P.L.C.  
DAMPSKIBSSELSKABET NORDEN A/S  
DICKINSON WRIGHT PPLC  
EVERSHEDS SUTHERLAND (US) LLP  
FAEGRE DRINKER BIDDLE & REATH  
LLP  
GREENBERG TRAURIG  
HANCOCK NATURAL RESOURCE  
GROUP INC.

HOLLAND & KNIGHT LLP  
MCDERMOTT WILL & EMERY LLP  
MCGUIRE WOODS LLP  
PILLSBURY WINTHROP SHAW  
PITTMAN LLP  
SEAPORT LOAN PRODUCTS LLC  
SKADDEN, ARPS, SLATE, MEAGHER &  
FLOM LLP  
SPILMAN THOMAS & BATTLE PLLC  
THOMPSON MCMULLAN, P.C.  
WHITEFORD TAYLOR & PRESTON LLP  
WILLIAMS MULLEN  
WRIGHT, CONSTABLE & SKEEN LLP

**Parties Listed on Filed Rule 2019 Statements, as of April 23, 2024<sup>3</sup>**

AMERICAN INDUSTRIAL PARTNERS  
BOSTON MANAGEMENT AND  
RESEARCH

MONARCH ALTERNATIVE CAPITAL  
LP  
OAKTREE CAPITAL MANAGEMENT,  
LP

---

<sup>2</sup> Only new entities not already included in any other category on this **Schedule 1** are included in this Notice of Appearance category.

<sup>3</sup> Only new entities not already included in any other category on this **Schedule 1** are included in this Rule 2019 category.

## **Schedule 2**

### **Potential Connections or Related Parties**

- In connection with the proposed employment and retention of AlixPartners, LLP (“AlixPartners”) by the Committee in these Chapter 11 Cases, AlixPartners undertook a complex process, the details of which are set forth below, to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors’ estates.

AlixPartners Holdings, LLP, AlixPartners’ parent company (“Holdings”), directly or indirectly owns Holdings’ U.S. and non-U.S. subsidiaries (collectively, the “Holdings Enterprise”). The equity capital of Holdings is owned by the following investors:

- (i) Lakeview Capital Holdings, Inc., the Jay Alix Living Trust and other trusts established by Jay Alix (collectively the “Lakeview Parties”);
- (ii) Caisse de dépôt et placement du Québec (“CDPQ”);
- (iii) Investcorp Holdings B.S.C. (“IVC”);
- (iv) Public Sector Pension Investment Board (“PSP”); and
- (v) Current Partners and Managing Directors and certain former Managing Directors of AP (as defined below) and their individual and family trusts, as well as certain other individuals, including current members of the Boards (as hereinafter defined) and employees of the Lakeview Parties, and their individual and family trusts.

(Collectively, (i) – (v) above are hereinafter referred to as the “Investors”, and the subset (ii) – (iv) above are hereinafter referred to as the “Institutional Investors”).

Holdings and AlixPartners, each have a board of directors (together, the “Boards”). No individual or entity controls either of the Boards. Designees of each of the Investors (i) – (iv) above serve as members of the Boards. The Holdings Enterprise does not invest in distressed assets of any class, nor does it have any investment affiliates.

CDPQ is one of Canada’s largest institutional investment managers. It manages investments on behalf of most of Quebec Canada’s public and parapublic pension and insurance funds. CDPQ invests globally in numerous industries.

IVC is a leading global provider and manager of alternative investment products.

PSP is one of Canada’s largest pension investment managers. It invests funds for the pension plans of the Public Service, the Canadian Armed Forces, the Royal Canadian Mounted Police and the Reserve Force. PSP manages a diversified global portfolio in numerous industries throughout the world.

The Lakeview Parties and related entities are entities owned or controlled by Jay Alix that, among other things, make investments on behalf of Mr. Alix and his family.

In addition to their investments in Holdings, the Institutional Investors have substantial investments unrelated to AlixPartners.

The Boards are not involved in the delivery of client services and their members do not have access to client files, except for a minority of members of the Boards that are AlixPartners employees. As a precautionary matter, AlixPartners maintains information barriers and guidelines designed to prevent certain confidential client information, including the names of clients likely to be involved in a not-yet-filed case under the Bankruptcy Code, from being shared with the Investors or their designees on the Boards.

To that end, no material nonpublic information about the Debtors (including, before the filing of these Chapter 11 Cases, the fact that AlixPartners was about to undertake an assignment involving the Debtors) has been or will be furnished by AlixPartners to the Investors or their Board designees, and AlixPartners will continue to abide by its confidentiality obligations to the Debtors. Each Investor is independent of each other Investor and is governed by its own board of directors or similar body and managed by its own management team. AlixPartners operates independently and does not share employees, officers or other management with any of the Investors. AlixPartners and each of the Investors have separate offices in separate buildings, use separate internet email addresses, and do not otherwise share IT systems.

AlixPartners formed and currently holds a majority and controlling ownership interest in GSS UK Holdings Limited (“GSS”). GSS and its subsidiaries developed a regulatory technology platform to provide global, centralized sanctions screening services to financial institutions. Various Investors, including certain AlixPartners Partners and Managing Directors and Board members, hold minority ownership interests in GSS. AlixPartners currently has a majority of the seats on the board of directors of GSS. GSS does not share office space or IT systems with AlixPartners but does share certain employees and services such as finance systems. The names of GSS’s investors and customers (but not its vendors and employees) are loaded into the database where AlixPartners’ connections are stored and are disclosed as part of the disclosure process described herein.

AlixPartners has one database where connections are stored for all entities in the Holdings Enterprise. The process for the preparation of disclosures is as follows: upon receipt of a potential parties in interest list from the Debtors and/or their representatives (the “Parties in Interest List”), all such parties are input to the database by team members familiar with the database. A report of the “hits” is generated, and the team members review those “hits” for connections. Where there is a connection, a disclosure is drafted. After the team completes draft disclosures, the disclosures are reviewed by an in-house bankruptcy attorney. The attorney coordinates with the team to finalize the disclosures, which are then reviewed by the engagement’s Partner and Managing Director. These initial disclosures (the “Initial Disclosures”) are thereafter filed with the Bankruptcy Court as part of the retention pleadings.

Promptly thereafter, a bankruptcy paralegal in the firm uses the Initial Disclosures and the Parties in Interest List to draft a firmwide email for each bankruptcy filing, including the Debtors' cases. This email is sent to every firm employee as well as the members of the Boards and the Lakeview Parties. The firmwide email requests each recipient to review the attached file that includes the parties in interest and corresponding disclosures, and asks that every recipient: (a) contact the legal department in the event that they have a connection or relationship with an interested party that is not included in our disclosures; (b) if they have a connection or relationship with an interested party that is included in our disclosures, confirm that it is accurately described; and (c) contact the legal department if they own securities of the Debtors. Members of the legal team review all email responses and draft any supplemental disclosures appropriate to reflect information received in response to the firmwide email. After the review process described in the immediately preceding paragraph, supplemental disclosures are thereafter filed with the Bankruptcy Court.

After the Initial Disclosures are filed with the Bankruptcy Court, AlixPartners also provides the names of the Debtors, their owners/investors, lenders and, on a case-by-case basis, other named entities (collectively, the "Investor Search Parties"), to the Institutional Investors, and requests that each Institutional Investor run a check of the Investor Search Parties across all investment portfolios including, upon reasonable investigation, (i) private and public funds, (ii) loan positions, and (iii) known positions across CLO holdings (all of the foregoing subject to the exceptions listed below, the "Investor Connections Check"). The exceptions to the Investor Connections Check are (i) investments over which the Institutional Investors do not possess actual investment authority and discretion ("direct control"), (ii) index replication position, (iii) investments owned in separate accounts managed by independent parties not affiliated with the Institutional Investors, and (iv) pooled investment vehicles in which the Institutional Investors do not exercise actual control or in which the Institutional Investors do not have visibility sufficient to ascertain such vehicle's investments. Members of the legal team review all responses received from the Institutional Investors and draft disclosures appropriate to reflect information received from the Institutional Investors that, following review, are filed with the Bankruptcy Court.

Upon receipt of the responses from the Institutional Investors to the Investor Connections Check, AlixPartners will file any supplemental disclosures which may be required.

To the extent AlixPartners learns of connections that are not included herein, AlixPartners will promptly file a supplemental disclosure.

Further, AlixPartners may have had, currently have or may in the future have business relationships with, among other entities, portfolio companies of the Institutional Investors and portfolio companies of private equity funds in which they are limited partners, in matters unrelated to the Debtors or their affiliates in these Chapter 11 Cases. Based on, among other things, the business separation between each of the Investors and AlixPartners, the contractual client confidentiality obligations of AlixPartners and the information barriers referred to above, AlixPartners believes that it does not hold or represent an interest adverse to the estate with respect to any such engagement.



Other than as specifically noted herein, AlixPartners has not undertaken to determine the existence, nature, and/or full scope of any business relationships or connections that the Investors may have with the Investor Search Parties, the Debtors and their affiliates, and other parties in interest in these Chapter 11 Cases.

Specifically, AlixPartners obtained from the Debtors and/or their representatives the Parties in Interest List, which is attached hereto as Schedule 1 and conducted a search for connections in accordance with the procedures set forth above.

AlixPartners represents that, to the best of its knowledge, it knows of no fact or situation that would represent a conflict of interest, cause it not to be disinterested or hold or represent an interest adverse to the Debtors' estates, and furthermore wishes to disclose the following with respect to the Holdings Enterprise (collectively, "AP", unless otherwise noted):

- AP interacts with U.S. Bankruptcy Court judges and representatives of the U.S. Trustee Program regularly in its capacity as a professional consulting firm that offers turnaround and restructuring services.
- AP has issued debt in the form of a USD-denominated senior secured term loan, and a Euro-denominated senior secured term loan (collectively, the "Term Loans"), as well as revolving credit facility (the "Revolving Credit Facility").

Bank of America, N.A. serves as the Administrative Agent for the Term Loans and the Revolving Credit Facility and as such manages all trading of the Term Loans and Revolving Credit Facility between investors. Many of the holders of the Term Loans are pools organized by banks, mutual fund management companies and other fund managers (collectively, "Fund Managers") who pool debt instruments issued by multiple / different borrowers and offer interests in the pools to investors. The identities of the investors in the pools cannot be ascertained by AP. The Term Loans are actively traded. Thus, the list of Fund Managers and other investors directly holding the Term Loans can become outdated quickly. On a monthly basis, AP reviews the list of investors in the Term Loans for the purpose of making relationship disclosures in chapter 11 cases. As of the last monthly report, no Fund Manager or other investor in the Term Loans held greater than 10% of the combined US-denominated and Euro-denominated Term Loans. In the event that any entity accumulates a 10% or greater interest in the combined US-denominated and Euro-denominated Term Loans, AP will disclose the name of such entity.

The participants in the Revolving Credit Facility are Bank of America, N.A., Credit Suisse, Deutsche Bank AG Host Bank, Goldman Sachs Lending Partners LLC, HSBC Bank USA, NA, and JPMorgan Chase Bank N.A.

- The Internal Revenue Service ("IRS") is a former AP client in matters unrelated to the Debtors. The IRS is a lienholder and adverse litigation party to current and former AP clients in matters unrelated to the Debtors.

- The United States Department of Justice (“DOJ”), including the United States Attorney General’s Office, is a current and former client of AP in matters unrelated to the Debtors. The DOJ is a litigation party, adverse litigation party, lessor and professional to current and former AP clients in matters unrelated to the Debtors.
- AP follows a practice to solicit from the members of its Boards their connections to the parties in interest independent of AP. In response, one or more of the members of its Boards have offered the following disclosures:
  - AT&T Corp and AT&T U-Verse, significant vendors and unsecured creditors to the Debtors, and affiliated entities, are vendors to an AP investor or one of its affiliates.
  - Bank of America Merrill Lynch Proprietary Trading, a debtholder to the Debtors, and affiliated entities, is a lender to an AP investor or one of its affiliates.
  - Blackstone is a debtholder to the Debtors. An AP board member is a former member of the advisory board of Blackstone Core Equity Partners L.P.
  - Blue Cross & Blue Shield and Carefirst BlueCross BlueShield, debtholders, significant vendors and unsecured creditors to the Debtors, and affiliated entities, are vendors to an AP investor or one of its affiliates.
  - Chubb and Chubb Bermuda Insurance Ltd., debtholders, insurance providers and brokers to Debtors, and affiliated entities (“Chubb”), are vendors to an AP investor or one of its affiliates. AP has a group insurance program in place for all US managing directors and AP board members under which personal excess liability (umbrella) insurance may be purchased from Chubb at group rates.
  - Dickinson Wright PPLC is an interested party in these Chapter 11 Cases. A former member of AP’s board of directors was also a board member of Dickinson Wright PPLC.
  - Faegre Drinker Biddle & Reath LLP, an interested party in these Chapter 11 Cases, is a current or former legal services provider to an AP investor or one of its affiliates.
  - Fidelity, Fidelity Investments Institutional Operations Co Inc. and Fidelity National Title, debtholders, significant vendors and unsecured creditors, and litigation counterparties to the Debtors, and affiliated entities, are vendors to an AP investor or one of its affiliates.
  - Holland & Knight LLP, an interested party in these Chapter 11 Cases, is a current or former legal services provider to an AP investor or one of its affiliates.
  - J.P. Morgan Securities LLC, JP Morgan Equipment Finance and JPMorgan Chase Bank, NA, litigation counterparties, significant vendors and unsecured creditors,

and debtholders to the Debtors, and affiliated entities, are vendors to an AP investor or one of its affiliates.

- John Hancock Life Insurance Company (U.S.A.), a debtholder to the Debtors, and affiliated entities, are vendors to an AP investor or one of its affiliates.
  - Mitsubishi – Aioi, Mitsubishi – Taketoyo, Mitsubishi Corp. and Mitsubishi HC Capital America, Inc., customers and debtholders to the Debtors, and affiliated entities, are lenders to an AP investor or one of its affiliates.
  - Northern Trust Global Investments, Ltd., a debtholder to the Debtors, and affiliated entities, are lenders to an AP investor or one of its affiliates.
  - PwC US Tax LLP (“PwC”) is an ordinary course professional and proposed professional to the Debtors. An AP Board member and an employee of one of his affiliates are former employees of PwC.
  - Robert Half International Inc., an ordinary course professional to the Debtors, is a vendor to an AP investor or one of its affiliates.
  - Transamerica Investment Services, a debtholder to the Debtors, is a vendor to an AP investor or one of its affiliates.
  - US Bank National Association, a significant vendor and unsecured creditor to the Debtors, is a vendor to an AP investor or one of its affiliates.
  - Whiteford Taylor & Preston LLP, an interested party in these Chapter 11 Cases, is a current or former legal services provider to an AP investor or one of its affiliates.
- ABB Inc., a significant vendor and unsecured creditor to the Debtors, is an adverse litigation party, non-adverse litigation party and parent to current and former AP clients in matters unrelated to the Debtors. ABB Inc. is a former AP client in matters unrelated to the Debtors. ABB Inc. is a former employer of a current AP employee.
  - Ace American Ins Co, an insurance provider and broker to the Debtors, and affiliated entities (“Ace”), are bondholders, lenders, litigation parties, affiliates, lienholders, adverse litigation parties and shareholders to current and former AP clients in matters unrelated to the Debtors. Ace is a current and former AP client in matters unrelated to the Debtors. Ace is an insurance provider to AP.
  - Ace Hardware of Ahoskie Inc., a significant vendor and unsecured creditor to the Debtors, and affiliated entities, are adverse litigation parties to current and former AP clients in matters unrelated to the Debtors.
  - Addleshaw Goddard LLP, an ordinary course professional to the Debtors, is a non-adverse litigation party and counsel to current and former AP clients in matters unrelated to the Debtors. Addleshaw Goddard LLP is a current and former AP client in matters unrelated to the Debtors.

- ADM Germany, a customer to the Debtors, and affiliated entities (“ADM”), are non-adverse litigation parties and litigation parties to current and former AP clients in matters unrelated to the Debtors. ADM is a current and former AP client in matters unrelated to the Debtors.
- Aegon NV, a debtholder to the Debtors, and affiliated entities, are bondholders, shareholders, adverse litigation parties and lenders to current and former AP clients in matters unrelated to the Debtors.
- Aerotek Inc., a significant vendor and unsecured creditor to the Debtors, is a former employer of a current AP employee.
- AFCO Credit Corporation, a significant vendor and unsecured creditor to the Debtors, is a lender to a current AP client in matters unrelated to the Debtors.
- AgFirst Farm Credit Bank, a debtholder to the Debtors, is a lender to a current AP client in matters unrelated to the Debtors.
- AIG and National Union Fire Ins Co of Pitts, PA (“AIG”), insurance providers and brokers to the Debtors, and affiliated entities, are bondholders, adverse litigation parties, non-adverse litigation parties, litigation parties, related parties, investors, shareholders and lessors to current and former AP clients in matters unrelated to the Debtors. AIG is a current and former AP client in matters unrelated to the Debtors. AIG is a former employer of current AP employees.
- AIP, LLC, a debtholder to the Debtors, is a non-adverse litigation party and parent to former AP clients in matters unrelated to the Debtors. AIP, LLC is a current and former AP client in matters unrelated to the Debtors.
- Airgas USA LLC (“Airgas”), a significant vendor and unsecured creditor to the Debtors, is a lienholder and adverse litigation party to former AP clients in matters unrelated to the Debtors. Airgas is a vendor to AP.
- Akin Gump Strauss Hauer & Feld LLP (“Akin”), a professional to the Committee in these Chapter 11 Cases, is a professional, opposing counsel and counsel to current and former AP clients in matters unrelated to the Debtors. Akin is a current and former AP client in matters unrelated to the Debtors. Akin is a legal services provider to AP.
- AL Department of Revenue, a regulatory and governmental agency to the Debtors, is a shareholder to a current AP client in matters unrelated to the Debtors.
- AllianceBernstein and Equitable Holdings Inc., debtholders to the Debtors, and affiliated entities (“AllianceBernstein”), are bondholders, related parties, lenders, adverse litigation parties, lienholders and shareholders to current and former AP clients in matters unrelated to the Debtors. AllianceBernstein is a current AP client in matters unrelated to the Debtors. AllianceBernstein is a vendor to AP.

- Allianz Global Risk Us Ins Co, Allianz SE and PIMCO - Pacific Investment Management Company, insurance providers and brokers, and debtholders to the Debtors, and affiliated entities (“Allianz”), are affiliates, associated companies, non-adverse litigation parties, investors, bondholders, litigation parties, adverse litigation parties, lenders, lienholders, parent and shareholders to current and former AP clients in matters unrelated to the Debtors. Allianz is a current and former AP client in matters unrelated to the Debtors. Allianz is a former employer of current AP employees. Allianz is an insurance provider to AP.
- Allied World Assurance Company, Ltd. (“AWAC”), an insurance provider and broker to the Debtors, is a non-adverse litigation party, adverse litigation party, lender, and litigation party to current and former AP clients in matters unrelated to the Debtors. AWAC is an insurance provider to AP.
- Allspring Global Investments, LLC (U.S.), a debtholder to the Debtors, is a shareholder to a current AP client in matters unrelated to the Debtors.
- Alpine Group Partners LLC, an ordinary course professional to the Debtors, is a professional and litigation party to current and former AP clients in matters unrelated to the Debtors.
- Alvarez & Marsal North America, LLC, a proposed professional to the Debtors, and affiliated entities (“Alvarez & Marsal”), are adverse litigation parties, parent, and professionals to current and former AP clients in matters unrelated to the Debtors. Alvarez & Marsal is a former employer of current AP employees.
- Amazon Capital Services Inc., a significant vendor and unsecured creditor to the Debtors, and affiliated entities (“Amazon”), are adverse litigation parties, related parties, litigation parties, non-adverse litigation parties and professionals to current and former AP clients in matters unrelated to the Debtors. Amazon is a current and former AP client in matters unrelated to the Debtors. Amazon is a former employer of current AP employees. Amazon is a vendor to AP.
- American Industrial Partners, a rule 2019 statement party to the Debtors, is a non-adverse litigation party and parent to former AP clients in matters unrelated to the Debtors. American Industrial Partners is a current and former AP client in matters unrelated to the Debtors.
- American AgCredit, a debtholder to the Debtors, is a lender to a former AP client in matters unrelated to the Debtors.
- American Stock Transfers & Trust Com, a significant vendor and unsecured creditor to the Debtors, is a professional to former AP clients in matters unrelated to the Debtors.
- Amerisure Mutual Insurance, a debtholder to the Debtors, is a lender to a current AP client in matters unrelated to the Debtors.

- Ametek Arizona Instrument LLC, a significant vendor and unsecured creditor to the Debtors, and affiliated entities, are litigation parties to former AP clients in matters unrelated to the Debtors.
- Amundi Asset Management S.A.S., a debtholder to the Debtors, and affiliated entities (“Amundi”), are bondholders and lenders to current and former AP clients in matters unrelated to the Debtors. Amundi is a vendor to AP.
- Andritz Inc., a significant vendor and unsecured creditor and debtholder to the Debtors, is a litigation party to current and former AP clients in matters unrelated to the Debtors.
- Ankura Trust Company LLC (“Ankura”), an interested party in these Chapter 11 Cases, is a lender, lienholder and professional to current and former AP clients in matters unrelated to the Debtors. Ankura is a former AP client in matters unrelated to the Debtors. Ankura is a former employer of current AP employees.
- Aon Risk Services Southwest Inc., a significant vendor and unsecured creditor to the Debtors, and affiliated entities (“Aon”), are lenders, adverse litigation parties, professionals, bondholders, non-adverse litigation parties and lienholders to current and former AP clients in matters unrelated to the Debtors. Aon is a current and former AP client in matters unrelated to the Debtors. Aon is a former employer of current AP employees. Aon is an insurance provider to AP.
- Applied Industrial Technologies Dixie Inc., a significant vendor and unsecured creditor to the Debtors, is a lienholder to a former AP client in matters unrelated to the Debtors.
- Aramark Refreshment Services, a significant vendor and unsecured creditor to the Debtors, and affiliated entities (“Aramark”), are adverse litigation parties and litigation parties to current and former AP clients in matters unrelated to the Debtors. Aramark is a former AP client in matters unrelated to the Debtors.
- Arch Insurance, an insurance provider and broker to the Debtors, is a non-adverse litigation party, adverse litigation party and professional to current and former AP clients in matters unrelated to the Debtors. Arch Insurance is a current AP client in matters unrelated to the Debtors. Arch Insurance is an insurance provider to AP.
- Arena Capital Advisors, LLC, a debtholder to the Debtors, is a lender and bondholder to current and former AP clients in matters unrelated to the Debtors.
- Ares Management, a debtholder to the Debtors, is a lender, parent, bondholder, lienholder, adverse litigation party, investor, shareholder and associated company to current and former AP clients in matters unrelated to the Debtors. Ares Management is a current and former AP client in matters unrelated to the Debtors.
- Ascot Insurance Company, an insurance provider and broker to the Debtors, and affiliated entities, are adverse litigation parties to current and former AP clients in matters unrelated to the Debtors.

- Asset Allocation & Management Company, LLC, a debtholder to the Debtors, is a bondholder and lender to current and former AP clients in matters unrelated to the Debtors.
- AT&T Corp and AT&T U-Verse, significant vendors and unsecured creditors to the Debtors, and affiliated entities (“AT&T”), are adverse litigation parties and lessors to current and former AP clients in matters unrelated to the Debtors. AT&T is a current and former AP client in matters unrelated to the Debtors. AT&T was a member of the official committee of unsecured creditors that retained AP in Fusion Litigation Trust, Forever 21, Inc., Windstream Holdings, Inc. and Pareteum Corporation, former bankruptcy matters unrelated to the Debtors. AT&T is a vendor to AP.
- AXA XL, Greenwich Insurance Company, Indian Harbor Ins Company (XL), XL Insurance America, Inc. and XL Specialty Insurance Co, insurance providers and brokers to the Debtors, and affiliated entities (“AXA”), are non-adverse litigation parties, adverse litigation parties, lenders, shareholders, bondholders, litigation parties, and lessors to current and former AP clients in matters unrelated to the Debtors. AXA is a current and former AP client in matters unrelated to the Debtors. AXA is a former employer of a current AP employee. AXA is an insurance provider to AP.
- Axis Excess Insurance, Axis Ins Co and Axis Surplus Insurance Company (“Axis”), insurance providers and brokers to the Debtors, are adverse litigation parties to current AP clients in matters unrelated to the Debtors. Axis is a former AP client in matters unrelated to the Debtors.
- Baker Botts LLP, an ordinary course professional and proposed professional to the Debtors, is a professional, adverse litigation party and counsel to current and former AP clients in matters unrelated to the Debtors. Baker Botts LLP is a current and former AP client in matters unrelated to the Debtors.
- Baker, Donelson, Bearman, Caldwell & Berkowitz, PC, an interested party in these Chapter 11 Cases, is a professional, counsel, opposing counsel and adverse litigation party to current and former AP clients in matters unrelated to the Debtors.
- Bank of America Merrill Lynch Proprietary Trading, a debtholder to the Debtors, and affiliated entities (“Bank of America”), are bondholders, non-adverse litigation parties, litigation parties, adverse litigation parties, investors, lenders, lessors, lienholders, shareholders, director-affiliated companies and professionals to current and former AP clients in matters unrelated to the Debtors. Bank of America is a current and former AP client in matters unrelated to the Debtors. Bank of America is a former employer of current AP employees. Bank of America is a vendor to AP.
- Bank of New York Mellon Corp and Mellon Investments Corporation, debtholders to the Debtors, and affiliated entities (“BNY Mellon”), are bondholders, lenders, adverse litigation parties, director-affiliated companies, lessors, lienholders, litigation parties and shareholders to current and former AP clients in matters unrelated to the Debtors. BNY Mellon was a member of the official committee of unsecured creditors that retained AP in Talen Energy Supply, LLC, Murray Energy Holdings Co., Chesapeake Energy Corporation

and Altera Infrastructure L.P., former bankruptcy matters unrelated to the Debtors. BNY Mellon is a current and former AP client in matters unrelated to the Debtors. BNY Mellon is a former employer of current AP employees.

- Barclays Bank PLC and Barclays Capital Inc., significant vendors and unsecured creditors, debtholders and litigation counterparties to the Debtors, and affiliated entities (“Barclays Bank”), are bondholders, litigation parties, non-adverse litigation parties, lenders, lienholders, professionals, adverse litigation parties and shareholders to current and former AP clients in matters unrelated to the Debtors. Barclays Bank was a member of the ad hoc committee of noteholders that retained AP in LBI Media, Inc., a former bankruptcy matter unrelated to the Debtors. Barclays Bank is a current and former AP client in matters unrelated to the Debtors. Barclays Bank is a GSS client. Barclays Bank is a former employer of current AP employees.
- Barings, a debtholder to the Debtors, and affiliated entities (“Barings”), are lenders, lienholders, adverse litigation parties, parent, shareholders and professionals to current and former AP clients in matters unrelated to the Debtors. Barings is a former AP client in matters unrelated to the Debtors.
- Bayerische Landesbank, a debtholder to the Debtors, is a lender to a former AP client in matters unrelated to the Debtors. Bayerische Landesbank is a former AP client in matters unrelated to the Debtors.
- BayWa, a customer to the Debtors, is an adverse litigation party to a former AP client in matters unrelated to the Debtors.
- BDO USA LLP, an ordinary course professional to the Debtors, and affiliated entities (“BDO”), are lessors, professionals, and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. BDO is a current and former AP client in matters unrelated to the Debtors. BDO is a former employer of current AP employees. BDO is a vendor to AP.
- Beach Point Capital Management, L.P., a debtholder to the Debtors, is a bondholder and lender to current and former AP clients in matters unrelated to the Debtors.
- Beazley and Beazley Syndicates AFB, insurance providers and brokers to the Debtors, and affiliated entities (“Beazley”), are adverse litigation parties to current AP clients in matters unrelated to the Debtors. Beazley is a former employer of a current AP employee.
- Bessemer Group, a debtholder to the Debtors, is a former AP client in matters unrelated to the Debtors.
- BlackRock, a debtholder to the Debtors, and affiliated entities (“BlackRock”), are bondholders, adverse litigation parties, investors, lenders, lessors, parent, lienholders, limited partners and shareholders to current and former AP clients in matters unrelated to the Debtors. BlackRock is a current and former AP client in matters unrelated to the Debtors.



- Blackstone, a debtholder to the Debtors, and affiliated entities (“Blackstone”), are bondholders, non-adverse litigation parties, investors, lenders, lessors, lienholders and parent, adverse litigation parties and shareholders to current and former AP clients in matters unrelated to the Debtors. Blackstone is a current and former AP client in matters unrelated to the Debtors. Blackstone is a former employer of a current AP employee.
- Blank Rome LLP, an ordinary course professional to the Debtors, is a professional, counsel and opposing counsel to current and former AP clients in matters unrelated to the Debtors. Blank Rome LLP is a current and former AP client in matters unrelated to the Debtors.
- Blue Cross & Blue Shield and Carefirst BlueCross BlueShield, debtholders and significant vendors and unsecured creditors to the Debtors, and affiliated entities (“BCBS”), are non-adverse litigation parties, adverse litigation parties, lenders, lienholders, litigation parties and professionals to current and former AP clients in matters unrelated to the Debtors. BCBS is a current AP client in matters unrelated to the Debtors. BCBS is a former employer of current AP employees.
- BMO Capital Markets Corporation, Bank of Montreal and BMO Global Asset Management, debtholders and litigation counterparties to the Debtors, and affiliated entities (“BMO”), are bondholders, litigation parties, non-adverse litigation parties, lenders, lienholders, adverse litigation parties, lessors, lienholders and shareholders to current and former AP clients in matters unrelated to the Debtors. BMO is a former AP client in matters unrelated to the Debtors. BMO is a former employer of a current AP employee.
- BNP Paribas, a debtholder to the Debtors, and affiliated entities (“BNP Paribas”), are bondholders, lenders, lessors, lienholders, shareholders, litigation parties, adverse litigation parties and joint venture entities to current and former AP clients in matters unrelated to the Debtors. BNP Paribas is a current and former AP client in matters unrelated to the Debtors. BNP Paribas is a former employer of a current AP employee. BNP Paribas is a vendor to AP. BNP Paribas is a GSS client.
- Bondbloxx INV Management, a debtholder to the Debtors, is a bondholder and lender to current and former AP clients in matters unrelated to the Debtors.
- Boston Management and Research, a rule 2019 statement party to the Debtors, is a lender, professional and shareholder to current and former AP clients in matters unrelated to the Debtors.
- Bradley Arant Boult Cummings LLP (“Bradley Arant”), an ordinary course professional to the Debtors, is a professional, opposing counsel and counsel to current and former AP clients in matters unrelated to the Debtors. Bradley Arant is a current and former AP client in matters unrelated to the Debtors.
- Brigade Capital Management, a debtholder to the Debtors, and affiliated entities (“Brigade”), are bondholders, lenders, lienholders, parent, adverse litigation parties and

shareholders to current and former AP clients in matters unrelated to the Debtors. Brigade is a current and former AP client in matters unrelated to the Debtors.

- Broadridge ICS, an ordinary course professional to the Debtors, is a professional to former AP clients in matters unrelated to the Debtors.
- Business Wire Inc., a significant vendor and unsecured creditor to the Debtors, is a professional to a former AP client in matters unrelated to the Debtors.
- Butler Snow LLP, an ordinary course professional to the Debtors, is a professional to current and former AP clients in matters unrelated to the Debtors.
- California Public Employees Retirement System, a debtholder to the Debtors, is a bondholder, lender, parent and shareholder to current and former AP clients in matters unrelated to the Debtors.
- Calvert Investment Management, a debtholder to the Debtors, is a lender to current and former AP clients in matters unrelated to the Debtors.
- Canopus Managing Agents Limited (“Canopus”), an insurance provider and broker to the Debtors, is an adverse litigation party to current and former AP clients in matters unrelated to the Debtors. Canopus is a former AP client in matters unrelated to the Debtors. Canopus is an insurance provider to AP.
- Capital One, a debtholder to the Debtors, is a lender, professional and lienholder to current and former AP clients in matters unrelated to the Debtors. Capital One is a former employer of current AP employees.
- Capital Research & Management Company, a debtholder to the Debtors, and affiliated entities (“Capital Group”), are bondholders, lenders, shareholders, non-adverse litigation parties and professionals to current and former AP clients in matters unrelated to the Debtors. Capital Group is a current AP client in matters unrelated to the Debtors.
- Cargill, a customer to the Debtors, is a litigation party, adverse litigation party, lender and related party to current and former AP clients in matters unrelated to the Debtors. Cargill is a current and former AP client in matters unrelated to the Debtors.
- CastleKnight Management, L.P., a debtholder to the Debtors, is a bondholder, lender and shareholder to current and former AP clients in matters unrelated to the Debtors.
- Caterpillar Financial Services Corporation, a debtholder, significant vendor and unsecured creditor to the Debtors, and affiliated entities (“Caterpillar”), are lenders, lessors, lienholders, litigation parties, adverse litigation parties and non-adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. Caterpillar is a current and former AP client in matters unrelated to the Debtors. Caterpillar is a former employer of current AP employees. Caterpillar is a vendor to AP.

- CBRE Inc., an ordinary course professional to the Debtors, is a non-adverse litigation party, lessor and professional to current and former AP clients in matters unrelated to the Debtors. CBRE Inc. is a former AP client in matters unrelated to the Debtors. CBRE Inc. is a vendor to AP.
- CDW Direct LLC, a significant vendor and unsecured creditor to the Debtors, and affiliated entities (“CDW”), are lessors to a current AP client in matters unrelated to the Debtors. CDW is a current and former AP client in matters unrelated to the Debtors. CDW is a vendor to AP.
- Century Link, a significant vendor and unsecured creditor to the Debtors, is an affiliate and lessor to former AP clients in matters unrelated to the Debtors. Century Link is a vendor to AP.
- Chubb and Chubb Bermuda Insurance Ltd., debtholders, insurance providers and brokers to Debtor, and affiliated entities (“Chubb”), are affiliates, bondholders, non-adverse litigation parties, adverse litigation parties, litigation parties, lessors and lenders to current and former AP clients in matters unrelated to the Debtors. Chubb is a current and former AP client in matters unrelated to the Debtors. Chubb is an insurance provider to AP. AP has a group insurance program in place for all US managing directors and AP board members under which personal excess liability (umbrella) insurance may be purchased from Chubb at group rates.
- CIFIC Asset Management, LLC, a debtholder to the Debtors, is a lender, lienholder and bondholder to current and former AP clients in matters unrelated to the Debtors.
- Cigna Health and Life Insurance, a debtholder to the Debtors, and affiliated entities (“Cigna”), are bondholders, adverse litigation parties, lenders and professionals to current and former AP clients in matters unrelated to the Debtors. Cigna is a vendor to AP.
- CION Ares Management, a debtholder to the Debtors, is a lender and lienholder to current and former AP clients in matters unrelated to the Debtors.
- Cisco Systems Capital Corporation (“Cisco”), a debtholder, significant vendor and unsecured creditor to the Debtors, is a lessee, lessor and professional to current and former AP clients in matters unrelated to the Debtors. Cisco is a former employer of a current AP employee.
- Citibank, N.A. and Citigroup Global Markets Inc., debtholders and litigation counterparties to the Debtors, and affiliated entities (“Citigroup”), are bondholders, non-adverse litigation parties, litigation parties, lenders, lessors, lienholders, professionals, adverse litigation parties, parent and shareholders to current and former AP clients in matters unrelated to the Debtors. Citigroup is a current and former AP client in matters unrelated to the Debtors. Citigroup is a former employer of current AP employees.
- Columbia Threadneedle Investments, a debtholder to the Debtors, is a bondholder, lender and shareholder to current and former AP clients in matters unrelated to the Debtors.

- Concur Technologies Inc., a significant vendor and unsecured creditor to the Debtors, is a vendor to AP.
- Corporation Service Company (“CSC”), a debtholder to the Debtors, is a professional, lienholder and director-affiliated company to current and former AP clients in matters unrelated to the Debtors. CSC is a vendor to AP.
- Cotton Commercial USA Inc., a significant vendor and unsecured creditor to the Debtors, is a professional to a former AP client in matters unrelated to the Debtors.
- County of Richmond, a regulatory and governmental agency to the debtors, is an adverse litigation party to current and former AP clients in matters unrelated to the Debtors.
- CPG Inc., a significant vendor and unsecured creditor to the Debtors, is a litigation party, and related party to current and former AP clients in matters unrelated to the Debtors.
- Craneworks Inc., a significant vendor and unsecured creditor to the Debtors, is an adverse litigation party to a former AP client in matters unrelated to the Debtors.
- Credit Agricole Group, a debtholder to the Debtors, is a lender, shareholder and adverse litigation party to current and former AP clients in matters unrelated to the Debtors. Credit Agricole Group is a former employer of a current AP employee.
- Crenshaw, Ware & Martin, P.L.C., an interested party in these Chapter 11 Cases, is a professional to a former AP client in matters unrelated to the Debtors.
- CSX Transportation Inc., a significant vendor and unsecured creditor and litigation counterparty to the Debtors, is a litigation party, adverse litigation party and lessor to former AP clients in matters unrelated to the Debtors.
- CT Corporation System, an ordinary course professional to the Debtors, and affiliated entities (“CT Corporation”), are lienholders, lessors and professionals to current and former AP clients in matters unrelated to the Debtors. CT Corporation is a vendor to AP.
- CT Lien Solutions, an ordinary course professional to the Debtors, is a professional to a former AP client in matters unrelated to the Debtors.
- CVS Caremark, a significant vendor and unsecured creditor to the Debtors, and affiliated entities (“CVS”), are litigation parties, non-adverse litigation parties and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. CVS is a current and former AP client in matters unrelated to the Debtors. CVS is a former employer of a current AP employee. CVS is an employee benefits provider to AP.
- CWT Inc., a significant vendor and unsecured creditor to the Debtors, and affiliated entities, are affiliates to a former AP client in matters unrelated to the Debtors. CWT Inc. is a former AP client in matters unrelated to the Debtors.

- Cyrus Capital Partners, L.P. (U.S.) (“Cyrus Capital”), a debtholder to the Debtors, is a lender and shareholder to current and former AP clients in matters unrelated to the Debtors. Cyrus Capital is a current and former AP client in matters unrelated to the Debtors.
- David M. Leuschen, a current and former officer and director to the Debtors, is a former director and officer for current and former AP clients in matters unrelated to the Debtors.
- De Lage Landen Financial Services Inc., a significant vendor and unsecured creditor to the Debtors, is a lender, lessee, lessor, adverse litigation party and lienholder to the current and former AP clients in matters unrelated to the Debtors.
- Deere Credit, Inc., a debtholder to the Debtors, and affiliated entities, are non-adverse litigation parties, litigation parties and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors.
- DekaBank Deutsche Girozentrale, a debtholder to the Debtors, is a lender to current and former AP clients in matters unrelated to the Debtors.
- Dentons Europe LLP (“Dentons”), an ordinary course professional to the Debtors, is a professional, opposing counsel and counsel to current and former AP clients in matters unrelated to the Debtors. Dentons is a current and former AP client in matters unrelated to the Debtors. Dentons is a former employer of a current AP employee.
- Deutsche Bank AG, a debtholder to the Debtors, and affiliated entities (“Deutsche Bank”), are bondholders, litigation parties, adverse litigation parties, lenders, lessors, professionals, non-adverse litigation parties, joint venture entities, lienholders and shareholders to current and former AP clients in matters unrelated to the Debtors. Deutsche Bank was a member of the official committee of unsecured creditors that retained AP in Chesapeake Energy Corporation, a former bankruptcy matter unrelated to the Debtors. Deutsche Bank is a GSS client. Deutsche Bank is a current and former AP client in matters unrelated to the Debtors. Deutsche Bank is a former employer of current AP employees. Deutsche Bank is a banking services provider to AP.
- Dialpad Inc., a significant vendor and unsecured creditor to the Debtors, is an affiliate to a current AP client in matters unrelated to the Debtors.
- Diameter Capital Partners, L.P., a debtholder to the Debtors, is a lender to current and former AP clients in matters unrelated to the Debtors. Diameter Capital Partners, L.P. is a current AP client in matters unrelated to the Debtors.
- Dickinson Wright PPLC, an interested party in these Chapter 11 Cases, is a professional, adverse litigation party and counsel to current and former AP clients in matters unrelated to the Debtors. Dickinson Wright PPLC is a current and former AP client in matters unrelated to the Debtors. Dickinson Wright PPLC is a legal services provider to AP.

- Docusign Inc., a significant vendor and unsecured creditor to the Debtors, is a professional to current and former AP clients in matters unrelated to the Debtors. Docusign Inc. is a vendor to AP.
- Dominion North Carolina Power and Dominion Virginia Power, significant vendors and unsecured creditors to the Debtors, and affiliated entities, are litigation parties, adverse litigation parties and bondholders to former AP clients in matters unrelated to the Debtors.
- Ducera Partners LLC, a professional to the Committee in these Chapter 11 Cases, is a professional to current and former AP clients in matters unrelated to the Debtors.
- Duke Energy, a significant vendor and unsecured creditor to the Debtors, is a bondholder to a former AP client in matters unrelated to the Debtors.
- DWS Investments UK, Ltd (“DWS Investments”), a debtholder to the Debtors, is a lender, shareholder and bondholder to current and former AP clients in matters unrelated to the Debtors. DWS Investments is a former AP client in matters unrelated to the Debtors.
- Eaton Vance Corp and Eaton Vance Management, debtholders to the Debtors, and associated entities, are bondholders, lenders, lienholders, shareholders, professionals and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors.
- Endurance American Ins Co. (Sompo), Endurance American Insurance Company, Endurance Assurance Corp and Sompo International, insurance providers and brokers, and debtholders to the Debtors, and affiliated entities (“Sompo”), are non-adverse litigation parties, adverse litigation parties, professionals and bondholders to current and former AP clients in matters unrelated to the Debtors. Sompo is a current AP client in matters unrelated to the Debtors. Sompo is an insurance provider to AP.
- Enterprise Fleet Management Trust, a significant vendor and unsecured creditor to the Debtors, and affiliated entities, are lessors and lienholders to former AP clients in matters unrelated to the Debtors.
- Equiniti Trust Company LLC (“Equiniti”), a significant vendor and unsecured creditor to the Debtors, and affiliated entities, are adverse litigation parties to a former AP client in matters unrelated to the Debtors. Equiniti is a former AP client in matters unrelated to the Debtors.
- Erie Family Life Insurance Co, a debtholder to the Debtors, and affiliated entities, are lenders and lienholders to current and former AP clients in matters unrelated to the Debtors.
- Ernst & Young US LLP (“E&Y”), an ordinary course professional and proposed professional to the Debtors, is a professional, director-affiliated company and non-adverse litigation party to current and former AP clients in matters unrelated to the Debtors. E&Y is a current and former AP client in matters unrelated to the Debtors. E&Y is a former employer of current AP employees. E&Y is a tax advisor to AP.

- Everest Indemnity Insurance Company, an insurance provider and broker to the Debtors, and affiliated entities ("Everest Re"), are bondholders, adverse litigation parties, litigation parties and non-adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. Everest Re is a former AP client in matters unrelated to the Debtors. Everest Re is an insurance provider to AP.
- Eversheds Sutherland (US) LLP ("Eversheds"), counsel to Drax Power Ltd, a member of the Committee in these Chapter 11 Cases, is a professional and counsel to current and former AP clients in matters unrelated to the Debtors. Eversheds is a current and former AP client in matters unrelated to the Debtors. Eversheds is a legal services provider to AP. An AP employee that is working on these Chapter 11 Cases is the spouse of an attorney employed in the restructuring group of Eversheds. To our knowledge, the referenced spouse did not participate whatsoever in the process around the interviewing and selection of financial advisory firms. However, the referenced spouse is working on these Chapter 11 Cases for her firm's client. Confidentiality and professional obligations require the AP employee to refrain from discussing any non-public information related to these Chapter 11 Cases.
- Factiva Inc., an ordinary course professional to the Debtors, is a vendor to AP.
- Faegre Drinker Biddle & Reath LLP ("Faegre Drinker"), an interested party in these Chapter 11 Cases, is a professional, adverse litigation party, litigation party and counsel to current and former AP clients in matters unrelated to the Debtors. Faegre Drinker is a current and former AP client in matters unrelated to the Debtors. Faegre Drinker is a legal services provider to AP.
- FCCI Mutual Insurance Co, a debtholder to the Debtors, is a lienholder to a former AP client in matters unrelated to the Debtors.
- Federated Hermes Inc. and Federated Investment Management Company, a debtholder to the Debtors, is a lender, bondholder, lienholder and shareholder to current and former AP clients in matters unrelated to the Debtors.
- FedEx Freight Inc., a significant vendor and unsecured creditor to the Debtors, and affiliated entities ("FedEx"), are adverse litigation parties, lessees, lienholders to current and former AP clients in matters unrelated to the Debtors. FedEx is a former employer of a current AP employee. FedEx is a vendor to AP.
- Fidelity, Fidelity Investments Institutional Operations Co Inc. and Fidelity National Title, debtholders, significant vendors and unsecured creditors and litigation counterparties to the Debtors, and affiliated entities ("Fidelity"), are bondholders, non-adverse litigation parties, joint venture entities, lenders, professionals, shareholders, adverse litigation parties, lessors and lienholders to current and former AP clients in matters unrelated to the Debtors. Fidelity is a current and former AP client in matters unrelated to the Debtors. Fidelity is a former employer of a current AP employee. Fidelity is an employee benefits provider to AP.

- FIL Ltd, a debtholder to the debtors, is a bondholder to a former AP client in matters unrelated to the Debtors.
- First Insurance Funding, an insurance provider and broker to the Debtors, is a lender to a current AP client in matters unrelated to the Debtors.
- Fisher and Phillips LLP, an ordinary course professional to the Debtors, is a professional and opposing counsel to current and former AP clients in matters unrelated to the Debtors.
- FL Department of Revenue, a regulatory and governmental agency to the Debtors, is an adverse litigation party to a former AP client in matters unrelated to the Debtors.
- FMR LLC, a debtholder to the Debtors, is a bondholder, lender and shareholder to current and former AP clients in matters unrelated to the Debtors.
- Forbright, a debtholder to the Debtors, and affiliated entities, are lenders to a current AP client in matters unrelated to the Debtors.
- FPL NW FL, a significant vendor and unsecured creditor to the Debtors, and affiliated entities (“FPL”), are lenders, bondholders and shareholders to current and former AP clients in matters unrelated to the Debtors.
- GAM Holding AG, a debtholder to the Debtors, is a lender, adverse litigation party and bondholder to current and former AP clients in matters unrelated to the Debtors.
- Georgia Power Company, a significant vendor and unsecured creditor and insurance provider and broker to the Debtors, is a bondholder to former AP clients in matters unrelated to the Debtors.
- Goldman Sachs & Co. LLC and Goldman Sachs Bank USA, litigation counterparties and debtholders to the Debtors, and affiliated entities (“Goldman Sachs”), are bondholders, litigation parties, non-adverse litigation parties, lenders, lessors, lienholders, parent, shareholders, director-affiliated companies, professionals, limited partners and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. Goldman Sachs is a current and former AP client in matters unrelated to the Debtors. Goldman Sachs is a former employer of current AP employees.
- Greenberg Traurig, an interested party in these Chapter 11 Cases, is a professional, counsel, opposing counsel, lessor and adverse litigation party to current and former AP clients in matters unrelated to the Debtors. Greenberg Traurig is a current and former AP client in matters unrelated to the Debtors.
- Greenstone Farm Credit Services, a debtholder to the Debtors, is a lender to a current AP client in matters unrelated to the Debtors.
- Guardian Life Insurance Co Claims, a significant vendor and unsecured creditor to the Debtors, and affiliated entities (“Guardian Life”), are lenders, lessors, bondholders and



adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. Guardian Life is a former employer of a current AP employee.

- Guidepoint LLC, an ordinary course professional to the Debtors, is a professional to current and former AP clients in matters unrelated to the Debtors. Guidepoint LLC is a vendor to AP.
- Hanover Insurance Company, an insurance provider and broker to the Debtors, is a bondholder, adverse litigation party and lender to current and former AP clients in matters unrelated to the Debtors.
- Hartford, Hartford Accident & Indemnity Co, Hartford Financial Services Group Inc., Hartford Fire Insurance Co, Twin City Fire Ins Co (Hartford) and Twin City Fire Insurance Co, significant vendors and unsecured creditors and insurance providers and brokers to the Debtors, and affiliated entities ("Hartford"), are non-adverse litigation parties, adverse litigation parties, lenders, litigation parties, bondholders, lienholders and shareholders to current and former AP clients in matters unrelated to the Debtors. Hartford is a current and former AP client in matters unrelated to the Debtors. Hartford is an insurance provider to AP.
- HCSC Insurance Services Co, a debtholder to the Debtors, is a lender to a current AP client in matters unrelated to the Debtors.
- HDI Global Specialty SE - UK Branch, an insurance provider and broker to the Debtors, and affiliated entities ("HDI Global"), are adverse litigation parties and litigation parties to current and former AP clients in matters unrelated to the Debtors. HDI Global is an insurance provider to AP.
- Health Options Inc., a debtholder to the Debtors, is a lender to current and former AP clients in matters unrelated to the Debtors.
- Herc Rentals Inc, a significant vendor and unsecured creditor to the Debtors, was a member of the official committee of unsecured creditors that retained AP in Orbital Infrastructure Group, Inc, a former bankruptcy matter unrelated to the Debtors.
- Hill Dickinson LLP, an ordinary course professional to the Debtors, is counsel to a former AP client in matters unrelated to the Debtors.
- Hiscox Insurance Company Inc., a significant vendor and unsecured creditor to the Debtors, and affiliated entities ("Hiscox"), are adverse litigation parties to current and former AP clients in matters unrelated to the Debtors. Hiscox is a former AP client in matters unrelated to the Debtors. Hiscox is an insurance provider to AP.
- HM Revenue + Customs, a regulatory and governmental agency to the Debtors, is an adverse litigation party to current and former AP clients in matters unrelated to the Debtors.

- Holland & Hart LLP, an ordinary course professional to the Debtors, is a professional, counsel, adverse litigation party and opposing counsel to current and former AP clients in matters unrelated to the Debtors.
- Holland & Knight LLP, an interested party in these Chapter 11 Cases, is a professional, opposing counsel and counsel to current and former AP clients in matters unrelated to the Debtors. Holland & Knight LLP is a former AP client in matters unrelated to the Debtors.
- Homeland Insurance Co of New York, an insurance provider and broker to the Debtors, is a non-adverse litigation party to a former AP client in matters unrelated to the Debtors.
- Horizon Healthcare Services Inc, a debtholder to the Debtors, is a non-adverse litigation party and lender to current and former AP clients in matters unrelated to the Debtors.
- Houlihan Lokey, an investment banker in these Chapter 11 Cases, and affiliated entities (“Houlihan”), are professionals to current and former AP clients in matters unrelated to the Debtors. Houlihan is a former AP client in matters unrelated to the Debtors. Houlihan is a former employer of current AP employees.
- HSBC Bank USA National Association, HSBC Bank, USA N.A. and HSBC Securities (USA) Inc., significant vendors and unsecured creditors, debtholders and litigation counterparties to the Debtors, and affiliated entities (“HSBC”), are bondholders, lenders, lienholders, adverse litigation parties, shareholders, non-adverse litigation parties and litigation parties to current and former AP clients in matters unrelated to the Debtors. HSBC is a current and former AP client in matters unrelated to the Debtors. HSBC is a GSS client. HSBC is a former employer of a current AP employee. A Senior Advisor to AP is a board member of HSBC. HSBC is a vendor to AP.
- Hudson Bay Capital Management, L.P., a debtholder to the Debtors, is a bondholder and shareholder to current and former AP clients in matters unrelated to the Debtors. Hudson Bay Capital Management, L.P. is a current AP client in matters unrelated to the Debtors.
- Hunton Andrews Kurth LLP (“Hunton Andrews”), an ordinary course professional to the Debtors, is a professional and counsel to current and former AP clients in matters unrelated to the Debtors. Hunton Andrews is a former AP client in matters unrelated to the Debtors.
- HYG Financial Services Inc., a significant vendor and unsecured creditor to the Debtors, is a lessor, lender and lienholder to current and former AP clients in matters unrelated to the Debtors.
- ICI Mutual Insurance, a debtholder to the Debtors, is a lienholder to a former AP client in matters unrelated to the Debtors.
- Indeed Inc., a significant vendor and unsecured creditor to the Debtors, is a vendor to AP.
-

- International Paper Company, a significant vendor and unsecured creditor to the Debtors, is a litigation party and lienholder to current and former AP clients in matters unrelated to the Debtors.
- Invesco Ltd, a significant vendor and unsecured creditor to the Debtors, and affiliated entities (“Invesco”), are shareholders, bondholders, lessors, adverse litigation parties, lienholders and lenders to current and former AP clients in matters unrelated and related to the Debtors. Invesco is a current and former AP client in matters unrelated to the Debtors.
- Iron Mountain Inc., a significant vendor and unsecured creditor to the Debtors, is a lessor, bondholder and professional to current and former AP clients in matters unrelated to the Debtors. Iron Mountain Inc. is a vendor to AP.
- J Safra Sarasin Investmentfonds AG, a debtholder to the Debtors, is a lender to a current AP client in matters unrelated to the Debtors.
- J.P. Morgan Securities LLC, JP Morgan Equipment Finance and JPMorgan Chase Bank, NA, litigation counterparties, significant vendors and unsecured creditors and debtholders to the Debtors, and affiliated entities (“JP Morgan”), are bondholders, non-adverse litigation parties, litigation parties, adverse litigation parties, investors, lenders, lienholders, shareholders, investment bankers, lessors, professionals and parent to current and former AP clients in matters unrelated to the Debtors. JP Morgan is a current and former AP client in matters unrelated to the Debtors. JP Morgan is a former employer of current AP employees. JP Morgan is a vendor to AP.
- Javelin, a customer to the Debtors, is an affiliate to a former AP client in matters unrelated to the Debtors.
- Jefferies, LLC, a debtholder to the Debtors, and affiliated entities (“Jefferies”), are bondholders, adverse litigation parties, investors, lenders, lienholders, litigation parties, lessors, professionals and shareholders to current and former AP clients in matters unrelated to the Debtors. Jefferies is a current and former AP client in matters unrelated to the Debtors. Jefferies is a former employer of current AP employees.
- John Deere Construction & Forestry Company, a debtholder to the Debtors, is a litigation party to a former AP client in matters unrelated to the Debtors.
- John Hancock Life Insurance Company (U.S.A.), a debtholder to the Debtors, and affiliated entities (“John Hancock”), are bondholders, lenders, shareholders, adverse litigation parties, lessors, limited partners and professionals to current and former AP clients in matters unrelated to the Debtors. John Hancock is a former employer of a current AP employee.
- Johnson Controls Fire Protection LP (“Johnson Controls”), a significant vendor and unsecured creditor to the Debtors, is a litigation party, adverse litigation party and parent to current and former AP clients in matters unrelated to the Debtors. Johnson Controls is a

former AP client in matters unrelated to the Debtors. Johnson Controls is a former employer of current AP employees. Johnson Controls is a vendor to AP.

- Jones Day, an ordinary course professional to the Debtors, is a professional, lender, opposing counsel and counsel to current and former AP clients in matters unrelated to the Debtors. Jones Day is a current and former AP client in matters unrelated to the Debtors. Jones Day is a legal services provider to AP.
- Jones Walker LLP, a debtholder to the Debtors, is a lessor, opposing counsel, professional litigation party and adverse litigation party to current and former AP clients in matters unrelated to the Debtors.
- Jyske Bank/Zurich and Jyske Invest, debtholders to the Debtors, are lenders and bondholders to former AP clients in matters unrelated to the Debtors.
- Kelley Drye, a professional to a member of the Committee in these Chapter 11 Cases, is a professional, opposing counsel and counsel to current and former AP clients in matters unrelated to the Debtors.
- Keyframe Capital Partners, L.P., a debtholder to the Debtors, is a lender to a former AP client in matters unrelated to the Debtors.
- Kilpatrick Townsend & Stockton LLP, an interested party in these Chapter 11 Cases, is a professional and counsel to current and former AP clients in matters unrelated to the Debtors.
- Kurtzman Carson Consultants LLC, a proposed professional to the Debtors, is a professional to current and former AP clients in matters unrelated to the Debtors.
- Kutak Rock LLP, a proposed professional to the Debtors, is a professional to current and former AP clients in matters unrelated to the Debtors.
- Lawson Products Inc., a significant vendor and unsecured creditor to the Debtors, is a current and former AP client in matters unrelated to the Debtors.
- Lazard Frères & Co. LLC, a proposed professional to the Debtors, and affiliated entities (“Lazard”), are professionals, adverse litigation parties, lenders and shareholders to current and former AP clients in matters unrelated to the Debtors. Lazard is a current and former AP client in matters unrelated to the Debtors.
- Lenovo Financial Services, a debtholder to the Debtors, and affiliated entities (“Lenovo”), are non-adverse litigation parties to a current AP client in matters unrelated to the Debtors. Lenovo is a current and former AP client in matters unrelated to the Debtors. Lenovo is a former employer of a current AP employee. Lenovo is a vendor to AP.
- Lexington Insurance Company, an insurance provider and broker to Debtors, is a litigation party and adverse litigation party to current and former AP clients in matters unrelated to

the Debtors. Lexington Insurance Company is a current AP client in matters unrelated to the Debtors.

- Liberty Mutual Insurance Company and Liberty Specialty Markets Agency Limited, insurance providers and brokers to the Debtors, and affiliated entities (“Liberty Mutual”), are bondholders, adverse litigation parties, litigation parties, lessors, non- adverse litigation parties and lenders to current and former AP clients in matters unrelated to the Debtors. Liberty Mutual is a current and former AP client in matters unrelated to the Debtors. Liberty Mutual is an employee benefits provider to AP.
- Linde, Inc., a significant vendor and unsecured creditor to the Debtors, and affiliated entities (“Linde”), are litigation parties to a former AP client in matters unrelated to the Debtors. Linde is a current AP client in matters unrelated to the Debtors. Linde is a former employer of current AP employees. Linde is a vendor to AP.
- Lloyd’s London and Underwriters at Lloyd’s, London, insurance providers and brokers to the Debtors, and affiliated entities (“Lloyd’s”), are adverse litigation parties, lenders, non-adverse litigation parties and litigation parties to current and former AP clients in matters unrelated to the Debtors. Lloyd’s is a current and former AP client in matters unrelated to the Debtors. Lloyd’s is an insurance provider to AP.
- Lord Abnett & Co, a debtholder to the Debtors, and affiliated entities (“Lord Abnett”), are bondholders, adverse litigation parties and lenders to current and former AP clients in matters unrelated to the Debtors.
- Macquarie Asset Management (NZ), Ltd, a debtholder to the Debtors, and affiliated entities (“Macquarie”), are litigation parties, lenders, parent, shareholders, bondholders, investors and lienholders to current and former AP clients in matters unrelated to the Debtors. Macquarie is a current and former AP client in matters unrelated to the Debtors. Macquarie is a former employer of a current AP employee.
- Markel American, an insurance provider and broker to the Debtors, and affiliated entities (“Markel”), are affiliates, associated companies, non-adverse litigation parties, adverse litigation parties, lessors and shareholders to current and former AP clients in matters unrelated to the Debtors. Markel is a former AP client in matters unrelated to the Debtors. Markel is an insurance provider to AP.
- Markit North America Inc. and S&P Global Ratings, significant vendors and unsecured creditors to the Debtors, and affiliated entities (“S&P”), are professionals to current and former AP clients in matters unrelated to the Debtors. S&P is a current and former AP client in matters unrelated to the Debtors. S&P is a former employer of current AP employees. S&P is a vendor to AP.
- Marubeni Corp., a customer to the Debtors, is a non-adverse litigation party to a current AP client in matters unrelated to the Debtors.

- Matheson Tri Gas Inc., a significant vendor and unsecured creditor to the Debtors, is a professional to current and former AP clients in matters unrelated to the Debtors.
- Maynard Cooper & Gale PC, an ordinary course professional to the Debtors, is a professional and counsel to current and former AP clients in matters unrelated to the Debtors. Maynard Cooper & Gale PC is a current and former AP client in matters unrelated to the Debtors.
- McDermott Will & Emery LLP ("McDermott Will"), an interested party in these Chapter 11 Cases, is a professional, opposing counsel, counsel and lender to current and former AP clients in matters unrelated to the Debtors. McDermott Will is a current and former AP client in matters unrelated to the Debtors.
- McGuire Woods LLP, an interested party in these Chapter 11 Cases, is a professional, adverse litigation party, opposing counsel and counsel to current and former AP clients in matters unrelated to the Debtors. McGuire Woods LLP is a former AP client in matters unrelated to the Debtors.
- McMaster-Carr Supply Company ("McMaster-Carr"), a significant vendor and unsecured creditor to the Debtors, is a lienholder, litigation party and adverse litigation party to current and former AP clients in matters unrelated to the Debtors. McMaster-Carr is a former employer of current AP employees.
- Mercer Global Investments Management, a debtholder to the Debtors, and affiliated entities ("Mercer"), are investors, lenders, lienholders, bondholders, shareholders and professionals to current and former AP clients in matters unrelated to the Debtors. Mercer is a vendor to AP.
- Meridian Compensations Partners LLC, an ordinary professional to the Debtors, is a professional to current and former AP clients in matters unrelated to the Debtors.
- Metso USA Inc., a significant vendor and unsecured creditor to the Debtors, is a litigation party to former AP clients in matters unrelated to the Debtors.
- Mettler Toledo LLC, a significant vendor and unsecured creditor to the Debtors, is a former employer of a current AP employee.
- MFS Investment Management, a debtholder to the Debtors, and affiliated entities, are lenders, adverse litigation parties, lienholders and shareholders to current and former AP clients in matters unrelated to the Debtors.
- MGT, a customer to the Debtors, is a lessor to a former AP client in matters unrelated to the Debtors.
- MGT Teesside Ltd, a significant vendor and unsecured creditor to the Debtors, is an associated company to a former AP client in matters unrelated to the Debtors.

- Microsoft Corporation, a significant vendor and unsecured creditor to the Debtors, is a shareholder and adverse litigation party to current and former AP clients in matters unrelated to the Debtors. Microsoft Corporation is a former AP client in matters unrelated to the Debtors. Microsoft Corporation is a former employer of current AP employees. Microsoft Corporation is a vendor to AP.
- Millennium Advisors, LLC, a debtholder to the Debtors, is a bondholder to current and former AP clients in matters unrelated to the Debtors.
- Miller & Chevalier Chartered, an ordinary course professional to the Debtors, is a professional and counsel to current and former AP clients in matters unrelated to the Debtors. Miller & Chevalier Chartered is a former AP client in matters unrelated to the Debtors.
- Mitsubishi – Aioi, Mitsubishi – Taketoyo, Mitsubishi Corp. and Mitsubishi HC Capital America, Inc., customers and debtholders to the Debtors, and affiliated entities (“MUFG”) are affiliates, associated companies, bondholders, litigation parties, adverse litigation parties, lessors, shareholders and lenders to current and former AP clients in matters unrelated to the Debtors. MUFG is a current and former AP client in matters unrelated to the Debtors. MUFG was a member of the official committee of unsecured creditors that retained AP in Chesapeake Energy Corporation, a former bankruptcy matter unrelated to the Debtors. MUFG is a former employer of current AP employees. MUFG has an accounts receivable factoring arrangement with AP and one of AP’s clients whereby AP’s invoices to that client are sold to MUFG in a way that improves payment terms to AP in exchange for an invoice discount. MUFG is a GSS investor and client.
- Mitsui, Mitsui Sumitomo Insurance Company of America, Sumitomo Corp. And Sumitomo Corporation, customers, insurance providers and brokers, customers and litigation counterparties to the Debtors, and affiliated entities (“Sumitomo”), are adverse litigation parties, litigation parties, lenders, lienholders, lessors and shareholders to current and former AP clients in matters unrelated to the Debtors. Sumitomo is a current and former AP client in matters unrelated to the Debtors. Sumitomo is former employer of current AP employees.
- Monarch Alternative Capital LP (“Monarch Alternative”), a rule 2019 statement party to the Debtors, is a bondholder, adverse litigation party, parent and lender to current and former AP clients in matters unrelated to the Debtors. Monarch Alternative is a current and former AP client in matters unrelated to the Debtors.
- Montgomery County, MD, a regulatory and governmental agency to the Debtors, is an adverse litigation party to a current AP client in matters unrelated to the Debtors.
- Morgan Stanley, a debtholder to the Debtors, and affiliated entities (“Morgan Stanley”), are associated companies, bondholders, litigation parties, non-adverse litigation parties, adverse litigation parties, lenders, shareholders, investors, lessors, professionals and lienholders to current and former AP clients in matters unrelated to the Debtors. Morgan Stanley was a member of the official committee of unsecured creditors that retained AP in

24 Hour Fitness Worldwide, Inc., a former bankruptcy matter unrelated to the Debtors. Morgan Stanley is a current and former AP client in matters unrelated to the Debtors. Morgan Stanley is a former employer of current AP employees.

- Motion Industries Inc., a significant vendor and unsecured creditor to the Debtors, is a lender, lessor and litigation party to current and former AP clients in matters unrelated to the Debtors.
- MS Department of Revenue, a regulatory and governmental agency to the Debtors, is a bondholder to a former AP client in matters unrelated to the Debtors.
- MSC Industrial Supply - Class C Solutions, a significant vendor and unsecured creditor to the Debtors, is a lienholder to a former AP client in matters unrelated to the Debtors.
- Muzinich & Co, a debtholder to the Debtors, is a bondholder, lender and lienholder to current and former AP clients in matters unrelated to the Debtors. Muzinich & Co is a current AP client in matters unrelated to the Debtors. Muzinich & Co is a former employer of a current AP employee.
- Napa Auto Parts, a significant vendor and unsecured creditor to the Debtors, is an adverse litigation party to a former AP client in matters unrelated to the Debtors.
- Nationwide Fund Advisors, a debtholder to the Debtors, and affiliated entities ("Nationwide"), are bondholders, adverse litigation parties, litigation parties, lienholders and lenders to current and former AP clients in matters unrelated to the Debtors. Nationwide is a former employer of a current AP employee. Nationwide is an insurance provider to AP.\
- Nautilus Ins Co, an insurance provider and broker to the Debtors, is an adverse litigation party to a current AP client in matters unrelated to the Debtors.
- Navigators Insurance Company, an insurance provider and broker to the Debtors, is an adverse litigation party to a former AP client in matters unrelated to the Debtors.
- Nelson Mullins Riley & Scarborough LLP ("Nelson Mullins"), an ordinary course professional to the Debtors, is a professional and counsel to current and former AP clients in matters unrelated to the Debtors. Nelson Mullins is a current and former AP clients in matters unrelated to the Debtors.
- Neuberger Berman Investment Advisors ("Neuberger Berman"), a debtholder to the Debtors, is a lender, bondholder, adverse litigation party, lienholder, shareholder and parent to current and former AP clients in matters unrelated to the Debtors. Neuberger Berman is a former AP client in matters unrelated to the Debtors. Neuberger Berman is a former employer of a current AP employee.
- New England Asset Management, Inc., a debtholder to the Debtors, is a lender and bondholder to former AP clients in matters unrelated to the Debtors.



- Nomura Corporate Research and Asset Management, Inc. (U.S.), a debtholder to the Debtors, and associated entities (“Nomura”), are bondholders, lenders, lienholders, adverse litigation parties, parent and shareholders to current and former AP clients in matters unrelated to the Debtors. Nomura is a current and former AP client in matters unrelated to the Debtors. Nomura is a former employer of current AP employees.
- North American Capacity Insurance Company, Swiss Re Corporate Solutions Elite Insurance Corporation and Swiss Reinsurance America Corporation, insurance providers and brokers to the Debtors, and affiliated entities (“Swiss Re”), are related parties, bondholders and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors.
- Northern Trust Global Investments, Ltd., a debtholder to the Debtors, and affiliated entities (“Northern Trust”), are bondholders, lenders, professionals, adverse litigation parties and shareholders to current and former AP clients in matters unrelated to the Debtors. Northern Trust is a current and former AP client in matters unrelated to the Debtors.
- Northwestern Mutual Life Insurance, a debtholder to the Debtors, and affiliated entities (“Northwestern Mutual”), are bondholders, adverse litigation parties, lenders, lessors, shareholders, affiliates, joint venture entities and lienholders to current and former AP clients in matters unrelated to the Debtors. Northwestern Mutual is a former employer of a current AP employee.
- Nuveen Asset Management, a debtholder to the Debtors, and affiliated entities (“Nuveen”), are bondholders, lenders, lessors, lienholders, adverse litigation parties, investors, litigation parties and shareholders to current and former AP clients in matters unrelated to the Debtors. Nuveen is a current AP client in matters unrelated to the Debtors. Nuveen is a former employer of a current AP employee.
- Nykredit Asset Management A/S, a debtholder to the Debtors, is a bondholder and lender to current and former AP clients in matters unrelated to the Debtors.
- Oaktree Capital Management, LP (“Oaktree Capital”), a rule 2019 statement party to the Debtors, is a bondholder, adverse litigation party, director-affiliated company, investor, lender, parent and shareholder to current and former AP clients in matters unrelated to the Debtors. Oaktree Capital is a current and former AP client in matters unrelated to the Debtors.
- Ogletree Deakins Nash Smoak & Stewart PC, an ordinary course professional to the Debtors, is a professional, adverse litigation party, counsel and opposing counsel to current and former AP clients in matters unrelated to the Debtors.
- Old Republic Insurance Company, an insurance provider and broker to the Debtors, is a non-adverse litigation party, related party, litigation party and adverse litigation party to current and former AP clients in matters unrelated to the Debtors.

- Oracle America Inc. (“Oracle”), a significant vendor and unsecured creditor to the Debtors, is a professional to current AP clients in matters unrelated to the Debtors. Oracle is a former employer of a current AP employee. Oracle is a vendor to AP.
- Orrick Herrington & Sutcliffe LLP (“Orrick”), an ordinary course professional to the Debtors, is a professional, adverse litigation party and counsel to current and former AP clients in matters unrelated to the Debtors. Orrick is a current and former AP client in matters unrelated to the Debtors.
- P. Schoenfeld Asset Management, L.P., a debtholder to the Debtors, is a lender, bondholder and shareholder to current and former AP clients in matters unrelated to the Debtors.
- PA Department of Revenue, a regulatory and governmental agency to the Debtors, is an adverse litigation party to a former AP client in matters unrelated to the Debtors.
- Palomar Excess & Surplus Ins Company, an insurance provider and broker to the Debtors, is a lender to a current AP client in matters unrelated to the Debtors.
- PensionDanmark, a debtholder to the Debtors, is a lender, bondholder, lienholder and shareholder to current and former AP clients in matters unrelated to the Debtors.
- Pictet Funds SA, a debtholder to the Debtors, is a bondholder, lender and shareholder to current and former AP clients in matters unrelated to the Debtors.
- Pierre F. Lapeyre, Jr., a current and former officer and director to the Debtors, is a former director and officer for current and former AP clients in matters unrelated to the Debtors.
- Pillsbury Winthrop Shaw Pittman LLP (“Pillsbury Winthrop”), an interested party in these Chapter 11 Cases, is a professional and counsel to current and former AP client in matters unrelated to the Debtors. Pillsbury Winthrop is a current and former AP client in matters unrelated to the Debtors.
- Piping Technology & Products, Inc., a litigation counterparty to the Debtors, is an adverse litigation party to a former AP client in matters unrelated to the Debtors.
- PJT, an investment banker in these Chapter 11 Cases, is a professional to current and former AP clients in matters unrelated to the Debtors.
- Politico LLC, a significant vendor and unsecured creditor to the Debtors, is a professional to current and former AP clients in matters unrelated to the Debtors.
- Post Advisory Group, LLC, a debtholder to the Debtors, is a lender to current and former AP clients in matters unrelated to the Debtors.
- Pramerica Management Co SA and Prudential Financial Inc., debtholders to the Debtors, and affiliated entities (“Prudential”), are lenders, bondholders, adverse litigation parties, lessors, lienholders and professionals to current and former AP clients in matters unrelated

to the Debtors. Prudential is a current AP client in matters unrelated to the Debtors. Prudential is a former employer of a current AP employee.

- Principal Financial Group Inc., a debtholder to the Debtors, and affiliated entities (“Principal”), are lenders, lienholders, shareholders, bondholders and lessors to current and former AP clients in matters unrelated to the Debtors. Principal is a former AP client in matters unrelated to the Debtors. Principal is an insurance provider to AP.
- PwC, an ordinary course professional and proposed professional to the Debtors, is a professional, litigation party, non-adverse litigation party and counsel to current and former AP clients in matters unrelated to the Debtors. PwC is a current and former AP client in matters unrelated to the Debtors. PwC is a former employer of current AP employees. PwC is a tax advisor to AP.
- Quaestio Capital Management SGR/IT and Quaestio Investments SA/Luxembourg, debtholders to the Debtors, are lenders and lienholders to the current and former AP clients in matters unrelated to the Debtors.
- Rainier Investment Management LLC, a debtholder to the Debtors, is a lender to a current AP client in matters unrelated to the Debtors.
- Ramboll US Corporation, an ordinary course professional to the Debtors, is a professional to current and former AP clients in matters unrelated to the Debtors.
- Raymond James & Associates, Inc., a litigation counterparty to the Debtors, is a bondholder, lender, adverse litigation party, professional and shareholder to current and former AP clients in matters unrelated to the Debtors.
- RBC, RBC Capital Markets, LLC and Royal Bank of Canada, insurance providers and brokers, litigation counterparties and debtholders to the Debtors, and affiliated entities (“RBC”), are bondholders, litigation parties, non-adverse litigation parties, investors, lenders, shareholders, adverse litigation parties, lienholders and professionals to current and former AP clients in matters unrelated to the Debtors. RBC is a current and former AP client in matters unrelated to the Debtors. RBC is a former employer of current AP employees. RBC is a vendor to AP. RBC is a GSS client.
- Riverstone Echo Continuation Holdings, L.P., Riverstone Echo PF Holdings, L.P. and Riverstone Investment Group LLC, equityholders to the Debtors, and affiliated entities (“Riverstone Holdings”), are director-affiliated companies, lenders, parent, shareholders, affiliates, bondholders, investors, joint venture entities, lessors, adverse litigation parties and professionals to current and former AP clients in matters unrelated to the Debtors. Riverstone Holdings is a current and former AP client in matters unrelated to the Debtors.
- Robert Half International Inc., an ordinary course professional to the Debtors, is a professional to current and former AP clients in matters unrelated to the Debtors. Robert Half is a former employer of current AP employees. Robert Half is a vendor to AP.

- Rockwell Automation Inc., a significant vendor and unsecured creditor to the Debtors, is a litigation party, adverse litigation party and investor to former AP clients in matters unrelated to the Debtors. Rockwell Automation Inc. is a current AP client in matters unrelated to the Debtors.
- Roseburg Forest Products Co, a significant vendor and unsecured creditor to the Debtors, is a current AP client in matters unrelated to the Debtors.
- Roseburg Resources Company, a significant vendor and unsecured creditor to the Debtors, is an affiliate to a current AP client in matters unrelated to the Debtors.
- Russell Investment Management, a debtholder to the Debtors, is a bondholder, lender, lienholder, adverse litigation party and shareholder to current and former AP clients in matters unrelated to the Debtors.
- RWE, RWE Renewables GmbH and RWE Supply & Trading GmbH, members of the Committee in these Chapter 11 Cases and customers to the Debtors, are bondholders and lenders to former AP clients in matters unrelated to the Debtors.
- Ryder Integrated Logistics Inc., a member of the Committee in these Chapter 11 Cases and a significant vendor and unsecured creditor to the Debtors, and affiliated entities, are adverse litigation parties and lessors to current and former AP clients in matters unrelated to the Debtors.
- Safety Kleen Systems Inc., a significant vendor and unsecured creditor to the Debtors, is a lessor, professional and adverse litigation party to former AP clients in matters unrelated to the Debtors.
- Satellite Shelters Inc., a significant vendor and unsecured creditor to the Debtors, is a lessor to former AP clients in matters unrelated to the Debtors.
- Seaport Loan Products LLC, an interested party in these Chapter 11 Cases, is a bondholder and professional to current and former AP clients in matters unrelated to the Debtors.
- SEI Investments Co, a debtholder to the Debtors, and affiliated entities, are lenders, bondholders, lienholders, shareholders, adverse litigation parties and joint venture entities to current and former AP clients in matters unrelated to the Debtors.
- SGS United Kingdom Ltd and SGS Vietnam Ltd, significant vendors and unsecured creditors to the Debtors, and affiliated entities (“SGS”), are former employers of a current AP employee. SGS is a current AP client in matters unrelated to the Debtors.
- Sherwin Williams Co, a significant vendor and unsecured creditor to the Debtors, is a litigation party and adverse litigation party to former AP clients in matters unrelated to the Debtors.

- Shred It USA LLC, a significant vendor and unsecured creditor to the Debtors, is a professional to a former AP client in matters unrelated to the Debtors. Shred It USA LLC is a vendor to AP.
- Skadden, Arps, Slate, Meagher & Flom LLP (“Skadden Arps”), an interested party in these Chapter 11 Cases, is a professional, opposing counsel and counsel to current and former AP clients in matters unrelated to the Debtors. Skadden Arps is a current and former AP client in matters unrelated to the Debtors. Skadden Arps is a former employer of a current AP employee. Skadden Arps is a legal services provider to AP.
- Spilman Thomas & Battle PLLC, an interested party in these Chapter 11 Cases, is a professional and adverse litigation party to current and former AP clients in matters unrelated to the Debtors.
- Staples Inc., a significant vendor and unsecured creditor to the Debtors, was a member of the official committee of unsecured creditors that retained AP in 24 Hour Fitness Worldwide, Inc., a former bankruptcy matter unrelated to the Debtor. Staples is a former employer of current AP employees. Staples is a vendor to AP.
- Starr Indemnity & Liability Company, Starr Insurance Companies and Starr Surplus, insurance providers and brokers to the Debtors, and affiliated entities (“Starr”), are non-adverse litigation parties and adverse litigation parties to current AP clients in matters unrelated to the Debtors. Starr is a former AP client in matters unrelated to the Debtors. Starr is an insurance provider to AP.
- Starwood, a debtholder to the Debtors, is a lessor, non-adverse litigation party, lender, and lienholder to current and former AP clients in matters unrelated to the Debtors.
- State Street Corp, a debtholder to the Debtors, and affiliated entities, are bondholders, litigation parties, lenders, adverse litigation parties, shareholders, lessors and lienholders to current and former AP clients in matters unrelated to the Debtors.
- Summit Investment Partners Inc. (“Summit Partners”), a debtholder to the Debtors, is a non-adverse litigation party, parent, professional and lender to current and former AP clients in matters unrelated to the Debtors. Summit Partners is a current and former AP client in matters unrelated to the Debtors.
- Sunbelt Rentals Inc., a significant vendor and unsecured creditor to the Debtors, is a lienholder and adverse litigation party to current AP clients in matters unrelated to the Debtors.
- Teachers Insurance & Annuity Assoc, a debtholder to the Debtors, is a lender, shareholder, adverse litigation party, investor, lienholder and lessor to current and former AP clients in matters unrelated to the Debtors.
- Terminix Company Inc., a significant vendor and unsecured creditor to the Debtors, is a litigation party to a former AP client in matters unrelated to the Debtors.

- Thornburg Investment Management Inc., a debtholder to the Debtors, is a lender a former AP client in matters unrelated to the Debtors.
- Total Quality Logistics LLC, a significant vendor and unsecured creditor to the Debtors, is a former employer of a current AP employee.
- Touchstone Advisors Inc., a debtholder to the Debtors, is a lender and bondholder to current and former AP clients in matters unrelated to the Debtors.
- Toyota Industries Commercial Finance Inc. and Toyota Tsusho Corp., significant vendors and unsecured creditors and customers to the Debtors, and affiliated entities (“Toyota”), are non-adverse litigation parties, litigation parties, lenders, lienholders, parent and lessors to current and former AP clients in matters unrelated to the Debtors. Toyota is a former AP client in matters unrelated to the Debtors.
- Transamerica Investment Services, a debtholder to the Debtors, is a lender, bondholder, adverse litigation party and professional to current and former AP clients in matters unrelated to the Debtors.
- Truist Bank, Truist Equipment Finance Corp. and Truist Securities, Inc., debtholders, bondholders and litigation counterparties to the Debtors, and affiliated entities, are lenders and shareholders to current and former AP clients in matters unrelated to the Debtors.
- UBS AG, a debtholder to the Debtors, and affiliated entities (“UBS”), are bondholders, litigation parties, adverse litigation parties, limited partners, lenders, lessors, lienholders, non-adverse litigation parties, professionals, parent, director-related companies and shareholders to current and former AP clients in matters unrelated to the Debtors. UBS is a current and former AP client in matters unrelated to the Debtors. UBS is a former employer of current AP employees.
- UKG Inc. d/b/a Ultimate Software Group Inc., a significant vendor and unsecured creditor to the Debtors, is a professional to current and former AP clients in matters unrelated to the Debtors.
- ULine Inc., a significant vendor and unsecured creditor to the Debtors, is a lienholder to a former AP client in matters unrelated to the Debtors. ULine Inc. is a vendor to AP.
- Uniguard, a significant vendor and unsecured creditor to the Debtors, is an adverse litigation party to a current AP client in matters unrelated to the Debtors.
- Uniper and Uniper Benelux NV, customers and significant vendors and unsecured creditors to the Debtors, is a former AP client in matters unrelated to the Debtors.
- United Rentals, a significant vendor and unsecured creditor to the Debtors, is a non-adverse litigation party to former AP clients in matters unrelated to the Debtors. United Rentals was a member of the official committee of unsecured creditors that retained AP in Orbital

Infrastructure, a former bankruptcy matter unrelated to the Debtors. United Rentals is a former AP client in matters unrelated to the Debtors.

- Univar Solutions USA Inc., a significant vendor and unsecured creditor to the Debtors, is a litigation party to a former AP client in matters unrelated to the Debtors.
- UPMC Health Options Inc., a debtholder to the Debtors, is a lender and adverse litigation party to former AP clients in matters unrelated to the Debtors.
- US Bank National Association, a significant vendor and unsecured creditor to the Debtors, and affiliated entities ("US Bank"), are bondholders, adverse litigation parties, lienholders, litigation parties, lessors, shareholders, professionals and lenders to current and former AP clients in matters unrelated to the Debtors. US Bank is a member of the official committee of unsecured creditors that retained AP in iMedia Brands, Inc., a current bankruptcy matter unrelated to the Debtors. US Bank was a member of the official committee of unsecured creditors that retained AP in Western Global Airlines, Inc. and Tops Holding II Corporation, former bankruptcy matters unrelated to the Debtors. US Bank is a current and former AP client in matters unrelated to the Debtors.
- Van Eck Associates Corporation, a debtholder to the Debtors, is a bondholder and lienholder to current and former AP clients in matters unrelated to the Debtors.
- Virtu Americas, LLC, a debtholder to the Debtors, is a shareholder to current and former AP clients in matters unrelated to the Debtors.
- Voya Retirement Insurance and Annu, a debtholder to the Debtors, and affiliated entities ("Voya"), are bondholders, lenders, lienholders, adverse litigation parties, professionals and shareholders to current and former AP clients in matters unrelated to the Debtors. Voya is a former AP client in matters unrelated to the Debtors.
- Vulcan Construction Materials LLC, a significant vendor and unsecured creditor to the Debtors, is a lessor to a former AP client in matters unrelated to the Debtors.
- W.W. Grainger Inc., a significant vendor and unsecured creditor to the Debtors, is a litigation party to a former AP client in matters unrelated to the Debtors. W.W. Grainger Inc. is a former employer of a current AP employee.
- Waste Management of Virginia Inc., a significant vendor and unsecured creditor to the Debtors, and affiliated entities, are lessors and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors.
- Wells Fargo & Co. and Wells Fargo Rail Corporation, as debtholders and significant vendors and unsecured creditors to the Debtors, and affiliated entities ("Wells Fargo"), are bondholders, litigation parties, adverse litigation parties, non-adverse litigation parties, director-affiliated companies, lenders, lessees, lessors, lienholders, professionals and shareholders to current and former AP clients in matters unrelated to the Debtors. Wells Fargo was a member of the official committee of unsecured creditors that retained AP in

24 Hour Fitness Worldwide, Inc. and Extraction Oil & Gas, Inc., former bankruptcy matters unrelated to the Debtors. Wells Fargo is a current and former AP client in matters unrelated to the Debtors. Wells Fargo was a member of the ad hoc committee of noteholders that retained AP in LBI Media, Inc., a former bankruptcy matter unrelated to the Debtors. Wells Fargo is a former employer of a current AP employee.

- Wesco Distribution Inc. (“Wesco”), a significant vendor and unsecured creditor to the Debtors, is a non-adverse litigation party to a current AP client in matters unrelated to the Debtors. Wesco is a former AP client in matters unrelated to the Debtors.
- Westchester Fire Insurance Co., an insurance provider and broker to the Debtors, and affiliated entities, are bondholders, non-adverse litigation parties and adverse litigation parties to current and former AP clients in matters unrelated to the Debtors.
- WEX Health Inc., a significant vendor and unsecured creditor to the Debtors, is an adverse litigation party to a former AP client in matters unrelated to the Debtors. WEX Health, Inc. is an employee benefits provider to AP.
- Weyerhaeuser NR Company, a significant vendor and unsecured creditor to the Debtors, is a litigation party, adverse litigation party and investor to former AP clients in matters unrelated to the Debtors.
- Whiteford Taylor & Preston LLP (“Whiteford Taylor”), an interested party in these Chapter 11 Cases, is a professional, opposing counsel and counsel to current and former AP clients in matters unrelated to the Debtors. Whiteford Taylor is a former AP client in matters unrelated to the Debtors. Whiteford Taylor is a legal services provider to AP.
- Williams Mullen, an interested party in these Chapter 11 Cases, is a professional and counsel to current and former AP clients in matters unrelated to the Debtors.
- Wilmington Savings Fund Society, FSB, a debtholder to the Debtors, and affiliated entities (“WSFS”), are bondholders, lenders, adverse litigation parties, non-adverse litigation parties and professionals to current and former AP clients in matters unrelated to the Debtors. WSFS was a member of the official committee of unsecured creditors that retained AP in EP Energy Corporation and Extraction Oil & Gas, Inc., former bankruptcy matters unrelated to the Debtors.
- Wilmington Trust NA and Wilmington Trust, National Association, debtholders, significant vendors and unsecured creditors to the Debtors, and affiliated entities (“Wilmington”), are bondholders, lenders, adverse litigation parties, litigation parties, non-adverse litigation parties, shareholders, lessors, professionals and lienholders to current and former AP clients in matters unrelated to the Debtors. Wilmington was a member of the official committee of unsecured creditors that retained AP in EP Energy Corporation, a former bankruptcy matter unrelated to the Debtors. Wilmington is a current and former AP client in matters unrelated to the Debtors.



- Womble Bond Dickinson US LLP, an ordinary course professional to the Debtors, is a professional, adverse litigation party and opposing counsel to current and former AP clients in matters unrelated to the Debtors.
- Workiva Inc., a significant vendor and unsecured creditor to the Debtors, is a professional to current and former AP clients in matters unrelated to the Debtors.
- Zurich American Insurance Co and Zurich Insurance PLC, insurance providers and brokers to the Debtors, and affiliated entities (“Zurich”), are adverse litigation parties, litigation parties, non-adverse litigation parties, bondholders, joint venture entities and lienholders to current and former AP clients in matters unrelated to the Debtors. Zurich is a current and former AP client in matters unrelated to the Debtors. Zurich is a former employer of a current AP employee. Zurich is an insurance provider to AP.