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*Proposed Local Counsel to the Official
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**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. ¹)	(Jointly Administered)
)	

**APPLICATION OF THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS OF ENVIVA INC., *ET AL.*
TO RETAIN AND EMPLOY DUCERA PARTNERS LLC
AS INVESTMENT BANKER, EFFECTIVE AS OF APRIL 2, 2024**

The Official Committee of Unsecured Creditors (the “Committee”) of Enviva Inc., *et al.* (collectively, the “Debtors” or the “Company”) 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 entry of an order, substantially in the form attached hereto as **Exhibit A**, authorizing the Committee to retain and employ Ducera Partners LLC and its affiliates including, where appropriate, Ducera Securities

¹ 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 <https://kccllc.net/enviva>. The location of the Debtors’ service address is: 7272 Wisconsin Avenue, Suite 1800, Bethesda, MD 20814.



LLC (collectively, “Ducera”) as investment banker in connection with the Debtors’ chapter 11 cases (the “Chapter 11 Cases”), effective as of April 2, 2024, pursuant to that certain engagement letter between the Committee and Ducera, dated as of May 2, 2024 (the “Engagement Letter”), a copy of which is attached to the proposed order as **Exhibit 1**. In support of this Application, the Committee submits the declaration of Michael Genereux (the “Genereux Declaration”), attached hereto as **Exhibit B**, 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 2016-1.²

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.

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

² 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.

1102 [Docket No. 172].³ On March 28, 2024, the Committee selected (a) Akin Gump Strauss Hauer & Feld LLP to serve as lead counsel to the Committee and (b) AlixPartners, LLP 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 to serve as investment banker to the Committee and Kevin T. Howell to serve as specialized energy consultant to the Committee (the “Industry Consultant”) 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 to retain and employ Ducera as its investment banker pursuant to Bankruptcy Code sections 328(a) and 1103(a), Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1, effective as of April 2, 2024.

RETENTION OF DUCERA

7. The Committee submits this Application because of its need to retain a qualified investment banker to assist the Committee with certain critical tasks associated with guiding the Committee through these Chapter 11 Cases that require investment banking expertise.

8. As set forth in the Genereux Declaration, Ducera is an investment banking firm that maintains an office located at 11 Times Square, 36th Floor, New York, New York 10036. Ducera’s seasoned professionals, with roots in complex corporate finance, offer impartial and independent strategic advice to stakeholders in a broad range of transactions and industry sectors. Ducera specializes in, among other things, providing clients with leading-edge capital structure and restructuring advice and services in workout and bankruptcy situations.

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

9. Ducera and its professionals have extensive experience working with financially distressed companies within a variety of industries in complex financial restructurings, both out of court and in chapter 11 cases. Founded in 2015, Ducera's business reorganization professionals have served as financial and strategic advisors in a number of recent in-court restructurings, including, within the last three years: *In re Revitalid Pharmaceutical Corp.*, No. 23-11704 (BLS) (Bankr. D. Del. Nov. 15, 2023) [Docket No. 105]; *In re Yellow Corp.*, No. 23-11069 (CTG) (Bankr. D. Del. Sept. 25, 2023) [Docket No. 648]; *In re Diebold Holding Co., LLC*, No. 23-90602 (DRJ) (Bankr. S.D. Tex. July 18, 2023) [Docket No. 266]; *In re Virgin Orbit Holdings, Inc.*, No. 23-10405 (KBO) (Bankr. D. Del. May 15, 2023) [Docket No. 261]; *In re Core Scientific, Inc.*, No. 22-90341 (DRJ) (Bankr. S.D. Tex. March 13, 2023) [Docket No. 675]; *In re Endo Int'l plc.*, No. 22-22549 (JLG) (Bankr. S.D.N.Y. Oct. 25, 2022) [Docket No. 527]; *In re GBG USA Inc.*, No. 21-11369 (MEW) (Bankr. S.D.N.Y. Sept. 22, 2021) [Docket No. 230]; *In re Mallinckrodt plc*, No. 20-12522 (JTD) (Bankr. D. Del. Mar. 16, 2021) [Docket No. 1741]; and *In re Superior Energy Servs., Inc.*, No. 20-35812 (DRJ) (Bankr. S.D. Tex. Feb. 2, 2021) [Docket No. 316]. Ducera has experience in a variety of industries, providing specialized advice on matters including, but not limited to, restructurings, mergers, acquisitions, financings, capital structure advisory and chapter 11 sales.

10. As an internationally recognized advisory firm, Ducera has an excellent reputation for advising both debtors and creditors in large and complex chapter 11 cases. The Committee believes that Ducera and its professionals are well qualified to serve as its investment banker in these Chapter 11 Cases.

SCOPE OF SERVICES

11. Subject to further order of this Court, the Committee requests authorization to retain and employ Ducera to provide the following investment banking services, among others, pursuant to the Engagement Letter,⁴ as mutually agreed upon by Ducera and the Committee, as and to the extent applicable:

- (a) familiarize itself with the Company's business, operations, financial condition, and capital structure;
- (b) assist with the assessment of the Company's liquidity and uses of liquidity and with identifying potential sources of financing in connection with future transactions;
- (c) analyze various Restructuring⁵ scenarios and the potential impact of these scenarios on the Existing Obligations⁶ of the Company and the recoveries of those stakeholders impacted by the Restructuring;
- (d) provide investment banking and financial advice and assistance to the Committee in developing a Restructuring;
- (e) provide investment banking and financial advice and assistance to the Committee in structuring any new securities to be issued by the Company in connection with a Restructuring; and

⁴ To the extent that this Application and the terms of the Engagement Letter are inconsistent, the terms of the Engagement Letter shall control.

⁵ The term "Restructuring" is defined in the Engagement Letter as follows: "[C]ollectively, any restructuring, reorganization, modification, rescheduling and/or recapitalization (whether or not pursuant to one or more proceedings voluntarily or involuntarily commenced under chapters 7 or 11 of title 11 of the United States Code, 11 U.S.C. 101–1532 (as amended, the "Bankruptcy Code") (or any similar law of another jurisdiction) or any cases converted thereto (the "Bankruptcy Cases" and the court having jurisdiction over such cases, the "Bankruptcy Court") of the Company's Existing Obligations (as defined herein) that is achieved, without limitation, through: (a) solicitation of material waivers and consents from the holders of Existing Obligations; (b) rescheduling of the maturities of Existing Obligations; (c) a change in interest rates, repurchase, settlement or forgiveness of Existing Obligations; (d) conversion of Existing Obligations into equity; (e) an exchange offer; (f) the issuance of new loans and/or securities, sale or disposition of assets (on a going concern basis, whether pursuant to one or more transactions), sale of debt or equity securities; (g) an amend-and-extend involving the issuance of new loans and/or securities in exchange for Existing Obligations (excluding, for the avoidance of doubt, any general forbearance granted by holders of Existing Obligations; (h) a going-concern sale of all, or substantially all, of the Company's assets pursuant to §363 of the Bankruptcy Code followed by a liquidation pursuant to a Chapter 11 plan of liquidation or Chapter 7 of the Bankruptcy Code; or (i) other interests or other similar transaction or series of transactions."

⁶ The term "Existing Obligations" is defined in the Engagement Letter as follows: "[T]he material outstanding indebtedness of the Company including, but not limited to, bank debt, bond debt, asset back lending facilities, term loans, credit facilities, trade claims, leases (both on and off-balance sheet), pension obligations, litigation-related claims and obligations, other on and off-balance sheet indebtedness, workers' compensation claims and obligations, and other liabilities."

- (f) assist the Committee and/or participate in negotiations with the Company and entities or groups affected by the Restructuring;
- (g) provide expert testimony, as requested from time to time by the Committee, regarding any of the matters to which Ducera is providing services; and
- (h) provide such other advisory and investment banking services as may be agreed upon by Ducera and the Committee.

12. Because of the investment banking services that the Committee requires in connection with these Chapter 11 Cases, and the fact that the full nature and extent of such services are not known at this time, the Committee believes that the employment of Ducera to provide the services described above and such other services as may be necessary for the Committee to satisfy its obligations to the Debtors' unsecured creditors is appropriate and in the best interests of the Debtors' estates and their unsecured creditors.

PROFESSIONAL COMPENSATION

13. The Committee understands that investment bankers such as Ducera do not customarily charge for their services on an hourly basis. Instead, they customarily charge periodic retainer fees plus additional fees that are contingent upon the occurrence of a specified type of transaction. The compensation arrangements that have been negotiated between Ducera and the Committee are beneficial to the Committee as they provide certainty and proper inducement for Ducera to act expeditiously and prudently with respect to the matters for which it will be employed.

14. In consideration of the services to be provided by Ducera to the Committee, and as more fully described in the Engagement Letter, subject to the Court's approval, the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules, the Debtors shall pay Ducera the proposed compensation set forth in the Engagement Letter (the "Fee and Expense Structure"), which may be summarized as follows:⁷

⁷ Capitalized terms used but not defined in this paragraph 14 shall have the meanings given to them in the Engagement Letter.

- (a) **Monthly Advisory Fee:** A nonrefundable monthly cash fee of \$157,500, due and payable on the first day of each month during the engagement (the “Monthly Advisory Fee”) or as otherwise set forth in a Bankruptcy Court order. The Monthly Advisory Fee shall commence as of April 2, 2024, and shall be due and payable until the earlier of: (1) the consummation of a Restructuring or (2) the termination of Ducera’s services pursuant to the Engagement Letter.
- (b) **Restructuring Fee:** A restructuring fee of \$3,825,000, due and payable upon consummation of any Restructuring (the “Restructuring Fee”).⁸
- (c) **Ducera Discount:** The Company shall receive a discount of \$78,750 per month against the Restructuring Fee for each month commencing after payment of the third (3rd) full Monthly Advisory Fee (the “Ducera Discount”); *provided, however*, that the Ducera Discount shall only apply on account of any and all outstanding invoices have been paid before, or in connection with, the consummation of the Restructuring; *provided, further, however*, that any outstanding invoices on account of any Monthly Advisory Fee that are paid following the consummation of the Restructuring and payment of the Restructuring Fee shall be reduced by 50% in order to implement the Ducera Discount.
- (d) **Expenses and Payments:** The Company shall upon request to promptly reimburse Ducera at cost for all reasonable and documented out-of-pocket expenses incurred in connection with the services provided to the Committee hereunder, including, but not limited to, reasonable and documented travel and transportation expenses, third party research and telecommunication expenses, printing costs, courier and other shipping and mailing costs as well as reasonable and documented expenses of Ducera’s external legal counsel and other expenses incurred in performing Ducera’s services hereunder during the Term on or after the Effective Date of this Agreement; *provided, however*, that this subparagraph 13(d) of this Application shall in no way affect the Company’s obligations as set forth in Annex A to the Engagement Letter.
- (e) The Committee and Ducera acknowledge and agree that: (i) hours worked; (ii) the results achieved; and (iii) the ultimate benefit to the Committee of the work performed, in each case, in connection with this engagement, may be variable, and that the parties have taken such factors into account in setting the fees set forth herein. To the extent further services are requested by the Committee in connection with the Company, the Committee and Ducera agree to negotiate in good faith a reasonable scope of services and fee structure in connection with any such further

⁸ For purposes of the Engagement Letter, “a Restructuring shall be deemed to have been consummated upon: (a) in the case of a bankruptcy court-approved Restructuring, the date that the applicable confirmed chapter 11 plan becomes effective in accordance with the terms and conditions thereof; or (b) the closing of the applicable transaction by which the Existing Obligations of the Company are to be restructured or refinanced (including, for avoidance of doubt, a payment in full of the Existing Obligations); *provided*, that if a Restructuring is to be consummated through a sale or other disposition of all or substantially all of the assets or equity of the Company, the Restructuring will be deemed to have been consummated upon the closing of such sale. *For avoidance of doubt*, the Restructuring Fee shall only be payable one time, whether during the Term or the Tail Period (as defined [in the Engagement Letter]).”

services provided by Ducera, depending on the size, scope and nature of the services to be provided.

15. The Committee believes that the Fee and Expense Structure summarized above and described more fully in the Engagement Letter is comparable to compensation arrangements entered into by Ducera and other comparable firms rendering similar services under similar circumstances, both in- and out-of-court and is reasonable, market-based and merited by Ducera's expertise. The Fee and Expense Structure is designed to compensate Ducera fairly for its work and to cover customary expenses.

16. Other than as set forth in this Application, the Genereux Declaration or in the Engagement Letter, there is no proposed arrangement between the Committee and Ducera for compensation to be paid in these Chapter 11 Cases. Ducera has not shared or agreed to share any of its compensation from the Debtors with any other person, other than as permitted by Bankruptcy Code section 504.

MODIFICATION OF TIMEKEEPING REQUIREMENTS

17. The Committee respectfully requests that Ducera's professionals only be required to maintain records in support of any actual, necessary costs and expenses incurred in connection with the rendering of its services in these Chapter 11 Cases. However, because: (a) it is not the general practice of investment banking firms such as Ducera to keep detailed time records similar to those customarily kept by attorneys; (b) Ducera does not ordinarily keep time records on a "project category" basis; and (c) Ducera's compensation is based primarily on a fixed Monthly Advisory Fee and the Restructuring Fee, if any, the Committee respectfully requests that Ducera's professionals only be required to maintain records (in summary format) of the services rendered to the Committee, including summary descriptions of those services, the approximate time expended in providing those services in half-hour (0.5) increments, and the identity of the

professionals who provided those services. Ducera will present such records to the Court in its fee applications.

18. The Committee further respectfully requests that Ducera's professionals not be required to keep time records on a "project category" basis, and that its non-investment banking professionals and personnel in administrative departments not be required to maintain time records. To the extent that Ducera would otherwise be required to submit more detailed time records for its professionals by the Bankruptcy Code, the Bankruptcy Rules, the Local Rules or other applicable procedures and orders of the Court, the Committee respectfully requests that the Court modify such requirements.

19. Ducera will file its own fee applications for its respective fees and expenses and, in connection therewith, will also maintain detailed records of any actual and necessary costs and expenses incurred in connection with the aforementioned services in accordance with its past practice. Ducera will present such records to the Court in its fee applications. Ducera's applications for compensation and expenses will be paid by the Debtors pursuant to the terms of the Engagement Letter, the order and any applicable procedures established by the Court.

INDEMNIFICATION

20. As part of the overall compensation payable to Ducera under the terms of the Engagement Letter, Annex A of the Engagement Letter includes certain indemnification and limitation of liability provisions (the "Indemnification Provisions"). A material part of the consideration for Ducera to furnish its services under the Engagement Letter is the Debtors' agreement to the Indemnification Provisions and the Committee believes that the Indemnification Provisions are reasonable and necessary under the circumstances.

21. Consistent with the practice in this jurisdiction, the Committee requests that the Court approve the Indemnification Provisions reflected in Annex A to the Engagement Letter, subject to the following:

- (a) No Indemnified Persons (as 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 therefor are approved by the Court;
- (b) The Debtors shall have no obligation to indemnify any Indemnified Person, or provide contribution or reimbursement to any Indemnified Person for any claim or expense to the extent that is either: (i) judicially determined (the determination having become final) to have arisen from any Indemnified Person's bad faith, gross negligence, willful misconduct, fraud, breach of fiduciary duty, if any, or self-dealing; (ii) for a contractual dispute in which the Debtors allege the breach of Ducera's contractual obligations unless the Court determines that indemnification, contribution, or reimbursement would be permissible under *In re United Artists Theater Company*, 315 F. 3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by the Court, after notice and a hearing, to be a claim or expense for which such Indemnified Person should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter as modified by the Proposed 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) and (ii) the entry of an order closing these Chapter 11 Cases, any Indemnified Person believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and reimbursement obligations under the Engagement Letter (as modified by the Proposed Order), including, without limitation, the advancement of defense costs, Ducera must file an application therefor in the Court, and the Debtors may not pay any such amounts to Ducera or any other Indemnified Person 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 Ducera and the other Indemnified Persons for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify the Indemnified Persons. All parties in interest, including, for the avoidance of doubt, the U.S. Trustee, shall retain the right to object to any demand by any Indemnified Person for indemnification, contribution, or reimbursement; and
- (d) During the course of these Chapter 11 Cases, any limitation of liability provisions in the Engagement Letter shall have no force or effect.

22. The Committee and Ducera believe that the Indemnification Provisions contained in the Engagement Letter are customary and reasonable for investment banking engagements, are substantially similar to Ducera's standard indemnification arrangements outside of chapter 11 engagements, and, as modified by the Order, reflect the qualifications and limitations on indemnification provisions that are standard and customary in this district and other jurisdictions.

23. The terms and conditions of the Engagement Letter were negotiated at arm's length and in good faith. The Committee respectfully submits that the indemnification, contribution, exculpation, reimbursement, and other provisions contained in the Engagement Letter, viewed in conjunction with the other terms of Ducera's proposed retention, are reasonable and in the best interests of the Committee, the Debtors and their estates and creditors in light of the fact that the Committee requires Ducera's services to ensure that the Debtors successfully reorganize. Accordingly, as part of the Application, the Committee requests that the Court approve the Indemnification Provisions set forth in the Engagement Letter, as modified by the Order.

NO DUPLICATION OF SERVICES

24. Ducera's services are intended to complement, and not duplicate, the services to be rendered by any other professional retained by the Committee in these Chapter 11 Cases. Ducera understands that the Committee has retained and may retain additional professionals during the term of the engagement and the Committee understands that Ducera will work cooperatively with such professionals, including the Industry Consultant, to integrate any respective work conducted by the professionals on behalf of the Committee.

25. Specifically, in connection with its decision to retain Ducera as its investment banker, the Committee also determined that it was necessary and appropriate to retain Mr. Howell as a specialized Industry Consultant. The Committee expects that Ducera will work closely with the Industry Consultant in these Chapter 11 Cases in providing services and advice to the

Committee and that each will carry out unique functions that with complement, but not duplicate, the services of the other. Furthermore, the Committee will use reasonable efforts to direct the services that Ducera and the Industry Consultant will be providing in order to avoid unnecessary duplication of services among Ducera, the Industry Consultant and the other professionals retained by the Committee in these Chapter 11 Cases.

NO ADVERSE INTEREST

26. Based on the Genereux Declaration, the Committee believes that Ducera is a “disinterested person,” as such term is defined in Bankruptcy Code section 101(14), as modified by Bankruptcy Code section 1107(b). Moreover, as set forth in further detail in the Genereux Declaration, Ducera has certain other connections with other potential parties in interest. All of these matters, however, are unrelated to these Chapter 11 Cases. As detailed in the Genereux Declaration, Ducera does not believe that any of these matters represent an interest materially adverse to the Committee, the Debtors’ estates or otherwise create a conflict of interest regarding the Committee or these Chapter 11 Cases.

27. Given the large number of potential parties in interest, and despite the efforts to identify and disclose Ducera’s relationships with such potential parties in interest in these Chapter 11 Cases, Ducera is unable to state with certainty that every client relationship or other connection has been disclosed in the Genereux Declaration. To the extent that any new, relevant facts or relationships bearing on the matters described herein during the period of Ducera’s retention are discovered or arise as a result of reviewing additional parties in interest following the filing of this Application, Ducera will promptly make additional disclosures to the Court if necessary or otherwise appropriate.

BASIS FOR RELIEF

28. The Committee seeks approval of this Application pursuant to Bankruptcy Code section 1103. Bankruptcy Code section 1103(a) provides, in relevant part, that a creditors' committee, with the Court's approval, "may select and authorize the employment by such committee of one or more attorneys, accountants, or other agents, to represent or perform services for such committee." 11 U.S.C. § 1103(a). The employment of Ducera by the Committee is reasonable and in line with the terms and conditions typical for engagements of this size and character.

29. In addition, Bankruptcy Code section 328 permits the compensation of professionals, including investment bankers, on flexible terms that reflect the nature of their services and market conditions. Specifically, Bankruptcy Code section 328(a) provides that the Committee, subject to Court approval, "may employ or authorize the employment of a professional person under section 327 or 1103 of this title, as the case may be, on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." 11 U.S.C. § 328(a).

30. The Committee submits that the Fee and Expense Structure, Indemnification Provisions and other provisions contained in the Engagement Letter are reasonable terms and conditions of employment under Bankruptcy Code section 328(a) in light of the following: (a) the nature and scope of services to be provided by Ducera; (b) industry practice with respect to the fee structures and indemnification provisions typically utilized by leading investment banks and investment bankers that do not bill their clients on an hourly basis; (c) market rates charged for comparable services both in and out of the chapter 11 context; and (d) Ducera's substantial experience with respect to financial restructuring and investment banking.

31. The Committee submits that, for all of the reasons set forth above and in the Genereux Declaration, the retention of Ducera as investment banker to the Committee on the terms set forth herein and the Engagement Letter is warranted and should be approved.

EFFECTIVE DATE OF RETENTION

32. The Committee believes that the employment of Ducera, effective as of April 2, 2024, the date the Committee selected Ducera as its proposed investment banker, is warranted under the circumstances of these Chapter 11 Cases. Upon its selection, the Committee requested that Ducera 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, Ducera has provided, and will continue to provide, valuable services to the Committee.

NOTICE

33. Notice of this Application has been or will be provided to the following parties or their counsel, as applicable: (a) the U.S. Trustee; (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

34. 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 investment banker in these Chapter 11 Cases, effective as of April 2, 2024 and (b) provide the Committee with such other and further relief as the Court may deem just, proper and equitable.

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Dated: May 3, 2024
Tysons, Virginia

Respectfully submitted,

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

By: Kristen E. Burgers

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EXHIBIT A

Proposed Order

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

In re:

ENVIVA INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-10453 (BFK)

(Jointly Administered)

Re: Docket No. ____

**ORDER AUTHORIZING THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS OF ENVIVA INC., *ET AL.* TO RETAIN
AND EMPLOY DUCERA PARTNERS LLC AS
INVESTMENT BANKER, EFFECTIVE AS OF APRIL 2, 2024**

Upon the application (the “Application”)² of the Official Committee of Unsecured Creditors (the “Committee”) of Enviva Inc., *et al.* (collectively, the “Debtors”) for entry of an order (this “Order”), 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

¹ 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 <https://kccllc.net/enviva>. The location of the Debtors’ service address is: 7272 Wisconsin Avenue, Suite 1800, Bethesda, MD 20814.

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

“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 Committee to retain and employ Ducera Partners LLC (“Ducera”) as investment banker in connection with the Debtors’ chapter 11 cases (the “Chapter 11 Cases”), effective as of April 2, 2024, pursuant to that certain engagement letter, dated as of May 2, 2024, between Ducera and the Committee (the “Engagement Letter”), and upon the Genereux Declaration; and the Court finding, based on the representations made in the Application and the Genereux Declaration, that Ducera does not represent any interest adverse to the Committee and/or the Debtors’ estates with respect to the matters upon which it is to be engaged, that it is a “disinterested person,” as that term is defined in Bankruptcy Code section 101(14), as modified by Bankruptcy Code section 1107(b), that its employment is necessary and appropriate and in the best interests of the Committee and the Debtors’ estates; and finding that adequate notice of the Application having been given; and it appearing that no other notice need be given; 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), Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1, the Committee is hereby authorized and empowered to retain and employ Ducera as investment banker, effective as of April 2, 2024, to represent it in these Chapter 11 Cases on the terms and condition set forth in the Engagement Letter, and to pay fees and reimburse expenses to Ducera on the terms and at the times specified in the Engagement Letter.
3. Except to the extent set forth herein, the Engagement Letter (together with all annexes thereto), including without limitation the Fee and Expense Structure, are approved

pursuant to Bankruptcy Code sections 327(a) and 328(a), and the Debtors are authorized and directed to perform their payment, reimbursement, contribution, and indemnification obligations and their non-monetary obligations in accordance with the terms and conditions, and at the times specified, in the Engagement Letter. Ducera shall be compensated in accordance with, and shall file interim and final fee applications for the allowance of compensation for services rendered and reimbursement of expenses incurred in accordance with, applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other applicable procedures and orders of this Court; *provided, however*, that the fee applications filed by Ducera shall be subject to review only pursuant to the standard of review set forth in Bankruptcy Code section 328 and not subject to the standard of review set forth in Bankruptcy Code section 330, except as expressly set forth herein.

4. Notwithstanding anything to the contrary herein, that the United States Trustee for the Eastern District of Virginia (the “U.S. Trustee”) shall have the right to object to Ducera’s request(s) for interim and final compensation based on the reasonableness standard provided in Bankruptcy Code section 330 and, in such circumstances, the Court retains the right to review the interim and final applications pursuant to Bankruptcy Code section 330; *provided* that reasonableness for this purpose will be evaluated by comparing the fees payable to Ducera in these Chapter 11 Cases to the fees paid to other investment banking firms for comparable services in other chapter 11 cases or out of court restructurings, and will not be evaluated primarily on the basis of time expended or the length of these Chapter 11 Cases.

5. None of the fees payable to Ducera shall constitute a “bonus” or fee enhancement under applicable law.

6. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, orders of this Court or any guidelines regarding submission and approval of fee applications, in light of services to be provided by Ducera and the structure of Ducera's compensation pursuant to the Engagement Letter, Ducera and its professionals shall be granted a limited waiver of the information-keeping requirements of Bankruptcy Rule 2016(a), Local Rule 2016-1, the *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330* and any otherwise applicable orders or procedures of the Court in connection with the services to be rendered pursuant to the Engagement Letter, such that Ducera shall be required only to maintain time records of its services rendered for the Committee in half-hour (0.5) increments, shall not be required to keep time records on a "project category" basis, or conform to any schedule of hourly rates, and shall be authorized to file interim fee applications and/or final fee applications without previously filing or serving monthly fee statements covering the same period. Ducera shall submit, with any interim or final fee application, together with the time records, a narrative summary of services rendered and will identify each professional rendering services, and the total amount of compensation requested by Ducera.

7. To the extent the Committee wishes to expand the scope of Ducera's services beyond those services set forth in the Engagement Letter or the Application, the Committee shall be required to seek further approval from this Court. The Committee shall file notice of any proposed additional services and any underlying Engagement Letter with the Court. If no party files an objection within fourteen (14) days of the Committee filing such notice, the additional services and any underlying Engagement Letter may be approved by the Court by further order without further notice or hearing.

8. The indemnification, contribution, and reimbursement provisions set forth in the Engagement Letter are approved, subject, during the pendency of these Chapter 11 Cases, to the following:

- (a) No Indemnified Persons (as 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 therefor are approved by the Court;
- (b) The Debtors shall have no obligation to indemnify any Indemnified Person, or provide contribution or reimbursement to any Indemnified Person for any claim or expense to the extent that is either: (i) judicially determined (the determination having become final) to have arisen from any Indemnified Person's bad faith, gross negligence, willful misconduct, fraud, breach of fiduciary duty, if any, or self-dealing; (ii) for a contractual dispute in which the Debtors allege the breach of Ducera's contractual obligations unless the Court determines that indemnification, contribution, or reimbursement would be permissible under *In re United Artists Theater Company*, 315 F.3d 217 (3d Cir. 2003), or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which such Indemnified Person 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) and (ii) the entry of an order closing these Chapter 11 Cases, any Indemnified Person believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and reimbursement obligations under the Engagement Letter (as modified by this Order), including, without limitation, the advancement of defense costs, Ducera must file an application therefor in this Court, and the Debtors may not pay any such amounts to Ducera or any other Indemnified Person before the entry of an order by this 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 Ducera and the other Indemnified Persons for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify the Indemnified Persons. All parties in interest, including, for the avoidance of doubt, the U.S. Trustee, shall retain the right to object to any demand by any Indemnified Person for indemnification, contribution, or reimbursement; and
- (d) During the course of these Chapter 11 Cases, any limitation of liability provisions in the Engagement Letter shall have no force or effect.

9. In accordance with the terms set forth in the Application and the Engagement Letter, as modified by this Order, the Debtors shall reimburse Ducera for all reasonable expenses incurred by Ducera and the reasonable fees and expenses of outside counsel, if any, retained by Ducera, without the need for such legal counsel to be retained as professionals in these Chapter 11 Cases. In the event that Ducera seeks reimbursement for attorneys' fees pursuant to the terms of the Engagement Letter (including any indemnification provisions), the invoices and supporting time records from such attorneys shall be included in Ducera's own interim and final fee applications, and such invoices and time records shall be subject to (a) the guidelines promulgated by the U.S. Trustee for compensation and reimbursement of expenses, and (b) approval by the Court under Bankruptcy Code sections 330 and 331, without regard to whether such attorneys have been retained under Bankruptcy Code section 1103 and without regard to whether such attorneys' services satisfy Bankruptcy Code section 330(a)(3)(C); *provided, however*, that, without further of the Court, Ducera shall not be permitted to seek reimbursement from the Debtors' estates for any attorney's fees incurred in defending against any objections to any of Ducera's fee applications filed in these Chapter 11 Cases.

10. Notwithstanding anything in the Application to the contrary, Ducera shall: (i) to the extent that Ducera 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 Ducera 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.

11. Ducera shall use reasonable efforts to avoid any duplication of services provided by any of the Committee's other retained professionals in these Chapter 11 Cases.

12. 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.

13. To the extent that there may be any inconsistency among the terms of the Application, the Genereux Declaration, the Engagement Letter and this Order, the terms of this Order shall govern.

14. The Committee and Ducera are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

15. 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 any of these chapter 11 cases to cases under chapter 7 of the Bankruptcy Code.

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

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

18. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: _____
Alexandria, Virginia

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)
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*Proposed Local Counsel to the Official Committee of
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and

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*Proposed Counsel to the Official Committee
of Unsecured Creditors*

Seen and No Objection:

/s/

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Office of the U.S. Trustee
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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 1

Engagement Letter

Ducera

Ducera Partners LLC
11 Times Square
36th Floor
New York, NY 10036

May 2, 2024

CONFIDENTIAL

p (212) 671-9700

DuceraPartners.com

Official Committee of Unsecured Creditors of Enviva Inc., *et al.*
Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
Bank of America Tower
New York, NY 10036-6745

Attention: Ira Dizengoff

Ladies and Gentlemen:

This engagement letter (this “**Agreement**”) confirms the understanding and agreement between Ducera Partners LLC (“**Ducera**”) and the Official Committee of Unsecured Creditors (the “**Committee**,” and each current or future member, a “**Member**”) of Enviva Inc. and its affiliated debtors. Enviva Inc. and all direct and indirect subsidiaries and their respective affiliates shall be referred to herein collectively as the “**Company**.”

Section 1. Scope of Engagement and Services. During the Term (as defined herein), Ducera shall act as advisor to the Committee to provide the following strategic and investment banking advice for the purpose of assisting the Committee as set forth herein:

(a) *General Advisory and Investment Banking Services; Restructuring Services.*¹ If requested by the Committee, Ducera shall: (1) familiarize itself with the Company’s business, operations, financial condition, and capital structure; (2) assist with the assessment of the Company’s liquidity and uses of liquidity and with identifying potential sources of financing in connection with future transactions; (3) analyze various Restructuring scenarios and the potential impact of these scenarios on the Existing Obligations of the Company and the recoveries of those stakeholders impacted by the Restructuring;² (4) provide investment banking and financial advice

¹ For purposes of this Agreement, the term “**Restructuring**” shall mean, collectively, any restructuring, reorganization, modification, rescheduling and/or recapitalization (whether or not pursuant to one or more proceedings voluntarily or involuntarily commenced under chapters 7 or 11 of title 11 of the United States Code, 11 U.S.C. 101–1532 (as amended, the “**Bankruptcy Code**”) (or any similar law of another jurisdiction) or any cases converted thereto (the “**Bankruptcy Cases**” and the court having jurisdiction over such cases, the “**Bankruptcy Court**”)) of the Company’s Existing Obligations (as defined herein) that is achieved, without limitation, through: (a) solicitation of material waivers and consents from the holders of Existing Obligations; (b) rescheduling of the maturities of Existing Obligations; (c) a change in interest rates, repurchase, settlement or forgiveness of Existing Obligations; (d) conversion of Existing Obligations into equity; (e) an exchange offer; (f) the issuance of new loans and/or securities, sale or disposition of assets (on a going concern basis, whether pursuant to one or more transactions), sale of debt or equity securities; (g) an amend-and-extend involving the issuance of new loans and/or securities in exchange for Existing Obligations (excluding, for the avoidance of doubt, any general forbearance granted by holders of Existing Obligations; (h) a going-concern sale of all, or substantially all, of the Company’s assets pursuant to §363 of the Bankruptcy Code followed by a liquidation pursuant to a Chapter 11 plan of liquidation or Chapter 7 of the Bankruptcy Code; or (i) other interests or other similar transaction or series of transactions.

² For purposes of this Agreement, the term “**Existing Obligations**” shall mean the material outstanding indebtedness of the Company including, but not limited to, bank debt, bond debt, asset back lending

and assistance to the Committee in developing a Restructuring; (5) provide investment banking and financial advice and assistance to the Committee in structuring any new securities to be issued by the Company in connection with a Restructuring; (6) assist the Committee and/or participate in negotiations with the Company and entities or groups affected by the Restructuring; (7) provide expert testimony, as requested from time to time by the Committee, regarding any of the matters to which Ducera is providing services; and (8) provide such other advisory and investment banking services as may be agreed upon by Ducera and the Committee.

(b) To the fullest extent permitted by applicable laws and rules, work performed by Ducera as part of this engagement, including, without limitation, any communications with counsel and the Committee, and any advice, analysis, or reports Ducera may prepare, shall be covered by attorney work-product doctrine, the attorney-client privilege, and all other applicable privileges, notwithstanding the obligations of the Company hereunder. Any reports or analyses generated by Ducera are not the property of the Company, and such reports or analyses are the property of the Committee.

Section 2. Compensation. Subject to **Section 8** hereof, in consideration of Ducera's services to the Committee pursuant to this Agreement, the Company agrees to pay Ducera:

(a) A nonrefundable monthly cash fee of \$157,500, due and payable on the first day of each month during the engagement (the "**Monthly Advisory Fee**") or as otherwise set forth in a Bankruptcy Court order. The Monthly Advisory Fee shall commence as of April 2, 2024, and shall be due and payable until the earlier of: (1) the consummation of a Restructuring or (2) the termination of Ducera's services pursuant to this Agreement; *plus*,

(b) A restructuring fee of \$3,825,000, that shall be due and payable upon consummation of any Restructuring (the "**Restructuring Fee**").³

(c) The Company shall receive a discount of \$78,750 per month against the Restructuring Fee for each month commencing after payment of the third (3rd) full Monthly Advisory Fee (the "**Ducera Discount**"); *provided, however*, that the Ducera Discount shall only apply on account of any and all outstanding invoices have been paid before, or in connection with, the consummation of the Restructuring; *provided, further, however*, that any outstanding invoices on account of any Monthly Advisor Fee that are paid following the consummation of the Restructuring and payment of the Restructuring Fee shall be reduced by 50% in order to implement

facilities, term loans, credit facilities, trade claims, leases (both on and off-balance sheet), pension obligations, litigation-related claims and obligations, other on and off-balance sheet indebtedness, workers' compensation claims and obligations, and other liabilities.

³ For purposes of this Agreement, a Restructuring shall be deemed to have been consummated upon: (a) in the case of a bankruptcy court-approved Restructuring, the date that the applicable confirmed chapter 11 plan becomes effective in accordance with the terms and conditions thereof; or (b) the closing of the applicable transaction by which substantially all of the Existing Obligations of the Company are to be restructured or refinanced (including, for avoidance of doubt, a payment in full of the Existing Obligations); *provided*, that if a Restructuring is to be consummated through a sale or other disposition of all or substantially all of the assets or equity of the Company, the Restructuring will be deemed to have been consummated upon the closing of such sale. *For avoidance of doubt*, the Restructuring Fee shall only be payable one time, whether during the Term or the Tail Period (as defined herein).

the Ducera Discount.

(d) The Committee and Ducera acknowledge and agree that (1) hours worked; (2) the results achieved; and (3) the ultimate benefit to the Committee of the work performed, in each case, in connection with this engagement, may be variable, and that the parties have taken such factors into account in setting the fees set forth in **Section 2**. To the extent further services are requested by the Committee in connection with the Company, the Committee and Ducera agree to negotiate in good faith a reasonable scope of services and fee structure in connection with any such further services provided by Ducera, depending on the size, scope, and nature of the services to be provided.

(e) *Notwithstanding anything contained herein*, the only source for payment of fees and expenses detailed in **Section 2** and **Section 3** hereof, expenses, indemnities, or other amounts arising under or related to this Agreement (including, without limitation, **Annex A**) shall be the Company, and the Company acknowledges and agrees that under no circumstances shall the Committee (including any Member thereof) or any of their respective affiliates or their or their affiliates' directors, managers, partners, stockholders, members, other equity holders, representatives, securityholders, agents or employees, as applicable (each of the foregoing, an "**Excluded Person**") have: (x) any responsibility or obligation to pay, or to assist Ducera to collect, Ducera's fees, expenses, indemnities, or other charges in connection with the engagement absent any express written agreement; or (y) any liability or payment obligations under, in connection with, or arising out of this Agreement or the engagement.

Section 3. Expenses and Payments. In addition to the fees set forth in **Section 2** hereof, the Company agrees upon request to promptly reimburse Ducera at cost for all reasonable and documented out-of-pocket expenses incurred in connection with the services provided to the Committee hereunder, including, but not limited to, reasonable and documented travel and transportation expenses, third party research and telecommunication expenses, printing costs, courier and other shipping and mailing costs as well as reasonable and documented expenses of Ducera's external legal counsel and other expenses incurred in performing Ducera's services hereunder during the Term (as defined below) on or after the Effective Date of this Agreement; *provided, however*, that this **Section 3** shall in no way affect the Company's obligations as set forth in **Annex A** hereto. All payments due under this Agreement (including under **Section 2** and **Section 3** hereof) shall be made in U.S. dollars in immediately available funds, free and clear of any set-off, claim, and applicable taxes (with appropriate gross-up for any taxes withheld).

Section 4. Information and Announcements.

(a) All communication arising from the engagement of Ducera by the Committee or any Member is subject to the attorney-client and work product privileges to the greatest extent possible under applicable law, and the parties hereto intend these communications to be subject to such privileges. Such communication includes any reports, drafts, written evaluations, and analyses or other findings, summaries, or work papers that Ducera prepares or generates in connection with any services performed hereunder. Ducera's advice hereunder is intended solely for the benefit and use of the Committee and counsel to assist counsel in rendering legal advice and performing legal services to the Committee, and such advice may not be used or relied upon for any other purpose or by any other person other than counsel and the Committee,

including any other security holder, employee, or creditor of the Company. No advice rendered by Ducera, whether formal or informal, may be disclosed or described, in whole or in part, or otherwise referred to, without Ducera's prior written consent (not to be unreasonably withheld, conditioned, or delayed), *except*: (1) to counsel, the Committee, any Member and/or each of their respective affiliates, and/or each of their respective directors, officers, employees or agents, representatives, successors, or assigns; (2) to counsel's, the Committee' or any Member's other professional advisors (who may not further disclose such information or use it in any way other than in connection with the services contemplated by this Agreement); or (3) as Legally Required.⁴ In addition, the terms of this Agreement may not be disclosed or described, in whole or in part, or otherwise referred to without Ducera's prior written consent (not to be unreasonably withheld, conditioned, or delayed), *except*: (x) to counsel, the Committee, any Member and/or each of their respective affiliates, and/or each of their respective directors, officers, employees or agents, representatives, successors, or assigns; (y) to counsel's, the Committee' or any Member's other professional advisors (who may not further disclose such information or use it in any way other than in connection with the services contemplated by this Agreement); or (z) as Legally Required. The Company shall be solely responsible for the accuracy and completeness of, and Ducera shall have no liability with respect to, any materials prepared or provided by the Company, and shall have no liability with respect to, any materials prepared or provided by counsel, the Committee or any Member that are required to be disclosed to third parties or submitted to a regulatory authority in connection with services contemplated by this Agreement.

(b) Ducera shall keep confidential any non-public information of the Committee and its subsidiaries made available to Ducera in connection with this Agreement for a period of eighteen (18) months from termination of this Agreement; *provided, however*, that such confidential information shall not include: (1) any information already legally available to or in the possession of Ducera on a non-confidential basis prior to the date of its disclosure to Ducera by the Company; (2) any information that is or becomes generally available to the public without the breach of this **Section 4(c)** by Ducera; or (3) any information which becomes available to Ducera on a non-confidential basis from a third-party, acting in good faith, who is not known by Ducera, after reasonable investigation, to be bound by a confidentiality obligation to maintain the confidentiality of such information; *provided, further*, that such confidential information may be disclosed: (v) to Ducera's members, officers, managers, directors, employees, agents and advisors in connection with this Agreement who shall be informed of the confidential nature of the information and that such information is subject to a confidentiality agreement (and whose breaches of such confidentiality Ducera shall be fully responsible for); (x) to the Committee's other professional advisors (who may not further disclose such information or use it in any way other than in connection with the services or transactions contemplated by this Agreement); (y) to any person with the prior written (email to be sufficient) consent of the Committee or Counsel; and (z) as Legally Required.

⁴ For purposes of this Agreement, the term "**Legally Required**" shall mean as required by law, judicial authority, regulation, governmental agency, or other regulatory authority (including, without limitation, any stock exchange or self-regulatory organization), action, investigation or proceeding (including, without limitation, as part of any interrogatory, court order, subpoena, administrative proceeding, civil investigatory demand, in each case whether oral or written, or any other legal or regulatory process).

(c) The Committee agrees that Ducera's services will be performed to assist counsel in providing legal advice to the Committee and as such all services performed by Ducera are intended to be and, to the extent provided by law, will be subject to the attorney-client privilege and attorney work product doctrine and any other applicable protection from disclosure. Accordingly, any (i) communications between counsel and Ducera, which may or may not include the Committee or any Member; (ii) work product, including notes, analyses, summaries, and other materials, created by Ducera; and (iii) any other information or document that is provided by, or at the request of, counsel, including, without limitation, any information or document marked with "Privileged and Confidential" or "Attorney Work Product" or a substantially similar legend ((i), (ii), and (iii) collectively, "**Privileged Information**") shall be used by Ducera only for the purpose of this engagement and treated as privileged and confidential and shall not be disclosed unless the Committee consents in writing to the disclosure or it is finally judicially determined that any Privileged Information is not protected from disclosure. In the event Ducera is Legally Required to disclose any of the Privileged Information, to the extent permitted by law, Ducera will: (x) give the Committee prompt written notice (email to be sufficient) of such requirement with enough time prior to such disclosure to enable them to seek a protective order or other remedy (and if such an order is sought, then Ducera shall provide all reasonably requested assistance in obtaining such order); and (y) consult with the Committee with respect to taking steps to resist or narrow the scope of such request, or to waive compliance, in whole or in part, with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, Ducera shall disclose only that portion of Privileged Information that it is Legally Required to disclose and shall use its reasonable efforts to ensure that all of the Privileged Information so disclosed will be accorded confidential treatment.

Section 5. Terms and Conditions. Because Ducera will be acting as an independent contractor to the Committee in connection with this Agreement, and in consideration of the benefits that the Committee will receive from Ducera, the Committee and Ducera agree to the Terms and Conditions contained in **Annex A** (the "**Terms and Conditions**"), which **Annex A** is incorporated by reference into this Agreement and is an integral part hereof.

Section 6. Acknowledgments and Waivers.

(a) The Committee acknowledges and agrees that Ducera has been retained solely to act as investment banker with respect to the services described under **Section 1** hereof, and that no fiduciary or agency relationship between the Committee, on the one hand, and Ducera, on the other hand, has been created in respect of any transaction or Ducera's engagement hereunder, regardless of whether Ducera has advised or is advising counsel or the Committee. In connection with the engagement, Ducera is acting as an independent contractor, with obligations owing solely to the Committee and not in any other capacity. Except as expressly contemplated by the Terms and Conditions set forth in **Annex A**, neither the engagement nor this Agreement is intended to confer rights upon any persons not a party hereto (including security holders, employees or creditors of the Company, counsel, and the Committee).

(b) This Agreement shall be binding upon and inure to the benefit of the Committee, the Company, and Ducera and their respective successors and assigns. No party hereto may assign, transfer or delegate any of its rights or obligations without the prior written consent of the other parties (such consent not to be unreasonably withheld, conditioned, or delayed). If

any term, provision, covenant or restriction herein (including the Terms and Conditions as set forth in **Annex A**) is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions and restrictions contained herein shall remain in full force and effect and shall in no way be modified or invalidated.

(c) Ducera and any affiliates and certain of their respective members, officers, managers, directors, and employees, as well as certain funds in which they may have financial interests, may from time-to-time acquire, hold or make direct or indirect investments in, or otherwise finance, a wide variety of companies, including parties that may constitute counterparties to counsel, the Committee, or the Company. In the event that Ducera becomes aware of any direct material investment or financing arrangement in a counterparty to a proposed transaction of Ducera or any of its employees (excluding any funds managed by third parties which are not known to have accumulated significant positions in securities issued by such counterparties), Ducera shall promptly inform the Committee of such investment or financing arrangement.

(d) Subject to **Section 6(c)** hereof, the Committee acknowledges and agrees that Ducera and its affiliates may be engaged in a broad range of transactions involving interests that are unrelated to and differ from those of counsel, the Committee, and the Company. The Committee understands that Ducera is not undertaking to provide any legal, accounting, regulatory, compliance, or tax advice in connection with the engagement, and that Ducera's role in any due diligence shall be limited solely to performing such review as it deems advisable to support its own analysis and shall not be on behalf of or for the benefit of counsel or the Committee.

(e) To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each entity or person that engages Ducera's services. Pursuant to such requirements, Ducera may from time-to-time request copies of documents that would be necessary to comply with the foregoing federal law.

Section 7. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial. All aspects of the relationship created by this Agreement and any other agreements relating to Ducera's engagement, and all claims and counterclaims arising out of or related to this engagement, shall be governed by and construed in accordance with the laws of the State of New York, applicable to contracts made and to be performed therein and, in connection therewith and as to disputes arising between Ducera, on the one hand, the Committee, or the Company, on the other hand, the parties hereto consent to the exclusive jurisdiction of the Bankruptcy Court. *Notwithstanding the foregoing*, solely for purposes of enforcing the Company's obligations hereunder, the Company consents to personal jurisdiction, service and venue in any court proceeding in which any claim relating to or arising out of Ducera's engagement is brought by or against any Indemnified Person. DUCERA, THE COMMITTEE, AND THE COMPANY (ON THEIR OWN BEHALF AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ON BEHALF OF THEIR RESPECTIVE SECURITY HOLDERS AND CREDITORS) EACH HEREBY AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR DUCERA'S ENGAGEMENT.

Section 8. Termination.

(a) Subject to entry of a Court order, Ducera's engagement hereunder shall commence upon the execution of this Agreement by Ducera and the Committee and shall continue until the earlier of: (1) consummation of a Restructuring; or (2) termination by Ducera or the Committee upon ten (10) days' prior written notice to the other parties (the "**Term**").

(b) In the event of any termination of Ducera's engagement hereunder (other than (1) by Ducera; or (2) by the Committee based on actions taken, or failures to act, by Ducera in bad faith, gross negligence, willful misconduct, or conscious disregard of its duties which actions (x) are unremediated by Ducera within ten (10) business days after written notice from the Committee of its intention to terminate this Agreement on the basis of such actions or failure to act specifying in reasonable detail the basis for such termination), Ducera shall continue to be entitled to the full amount of the fees set forth in **Section 2** (other than the Monthly Advisory Fee for any months after such termination) in the event that at any time prior to the expiration of Tail Period (as defined herein), the Company consummates a Restructuring.⁵

(c) In the event of any termination of Ducera's engagement hereunder, any fees set forth in **Section 2** paid or due to be paid prior to termination shall remain the property of Ducera. Except for the reasons set forth in **Section 8(b)(2)**, no termination of Ducera's engagement hereunder shall affect the Company's obligations pursuant to the Terms and Conditions or its obligations to reimburse Ducera for fees and expenses, payable or incurred in accordance with **Section 2** and/or **Section 3** prior to the termination of this Agreement, and the Terms and Conditions set forth in **Annex A** shall survive any termination of this Agreement.

Section 9. Entire Agreement; Amendments. This Agreement, including **Annex A**, constitutes the entire agreement amongst Ducera, and the Committee with respect to this engagement and supersedes all other oral and written representations, understandings or agreements relating to this engagement. No alteration, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in writing signed by a duly authorized representative of each party.

* * *

[SIGNATURE PAGE FOLLOWS]

⁵ For purposes of this Agreement, the term "**Tail Period**" shall mean any time prior to the expiration of twelve (12) months after any such termination.

We are pleased to accept the engagement and look forward to working with you. Please confirm your agreement with the foregoing (including the attached Terms and Conditions) by signing each of the enclosed copies of this Agreement and returning to us one fully signed copy.

Very truly yours,

DUCERA:

DUCERA PARTNERS LLC

By: /s/ Michael Genereux

Name: Michael Genereux

Title: Partner

Accepted, Agreed, and Effective as of
April 2, 2024 (the “**Effective Date**”):

COMMITTEE:

**THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS OF ENVIVA INC.**

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

TERMS AND CONDITIONS - ANNEX A

In further consideration of the engagement of Ducera by the Committee pursuant to the Agreement to which these Terms and Conditions are attached, Ducera, the Committee, and the Company hereby agree that these Terms and Conditions shall be incorporated by reference into the Agreement and shall form an integral part thereof. Capitalized terms used but not defined below shall have the same meanings specified in the Agreement and any references to this Agreement or the engagement shall mean the Agreement together with these Terms and Conditions.

A. In consideration of the benefits that the Company will receive from Ducera's advice to the Committee, the Company (but not Excluded Person) agrees to indemnify and hold harmless Ducera, its affiliates, the respective members, managers, directors, officers, partners, advisors, representatives, agents, and employees of Ducera and its affiliates, and any person controlling Ducera and its affiliates (collectively, "**Indemnified Persons**") from and against, and the Company agrees that no Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company or its respective owners, parents, members, affiliates, security holders or creditors (in their respective capacities as such) for, any losses, claims, expenses (including reasonable and documented attorneys' fees), damages or liabilities (including actions or proceedings in respect thereof) (collectively, "**Losses**"):

- (1) Related to or arising out of (x) the Committee's, any Member's, and the Company's actions or failures to act (including statements or omissions made or information provided by the Company or the Committee, any Holder, or their respective agents) in connection with the engagement; or (y) actions or failures to act by an Indemnified Person with the Committee's, any Member's, or the Company's consent or otherwise in reasonable reliance on the Committee's, any Member's or the Company's actions or failures to act in each case in connection with the engagement; or
- (2) Otherwise related to or arising out of the engagement under this Agreement, Ducera's performance thereof or any other services Ducera is asked to provide to the Committee pursuant to this Agreement (in each case, including activities prior to the date hereof), *except* that this **Annex A(A)(2)** shall not apply to any Losses (nor shall the limitation of liability above apply) to the extent that they are finally determined by a court of competent jurisdiction to have resulted from primarily from the bad faith, gross negligence, or willful misconduct of an Indemnified Person.

B. If such indemnification is for any reason not available (other than pursuant to situations covered by **Annex A(A)(2)**), or is insufficient to hold an Indemnified Person harmless, the Company agrees to contribute to the Losses for which such indemnification is unavailable or insufficient in such proportion as is appropriate to reflect the Relative Economic Interests (as defined herein) of the Company, on the one hand, and of Ducera, on the other hand, with respect to the engagement; or, if such allocation is determined by a court of competent jurisdiction to be unavailable, in such proportion as is appropriate to reflect other equitable considerations such as the relative fault of the Company, on the one hand, and of Ducera, on the other hand; *provided*,

however, that, to the extent permitted by applicable law, the Indemnified Persons shall not be responsible for Losses which in the aggregate exceed the amount of all fees actually received by Ducera from the Company in connection with the engagement except to the extent that such Losses are finally determined by a court of competent jurisdiction to have resulted from the bad faith, gross negligence, willful misconduct or fraud of an Indemnified Person.

C. The “**Relative Economic Interests**” of the Company, on the one hand, and Ducera, on the other hand, with respect to the engagement shall be deemed to be in the same proportion as (1) the total value paid or proposed to be paid or received or proposed to be received by the Company pursuant to the engagement, whether or not consummated, bears to (2) all fees actually received by Ducera in connection with the engagement. Without limiting the generality of the foregoing, in no event shall any Indemnified Person have any liability to the Company or any of its affiliates or security holders (in their respective capacities as such) for any consequential, special, exemplary or punitive damages arising out of the engagement or the performance thereof (other than such damages which the Company or any of its affiliates or security holders (in their respective capacities as such) is required to pay to a third party) except to the extent that such Losses are finally determined by a court of competent jurisdiction to have resulted from the bad faith, gross negligence, willful misconduct or fraud of an Indemnified Person.

D. If any Indemnified Person becomes involved in any capacity in any action, claim, suit, investigation or proceeding, actual or threatened, brought by or against any person, including security holders of the Company or the Committee, in connection with or as a result of the engagement, the Company also agrees to reimburse such Indemnified Persons for their reasonable and documented expenses (including, without limitation, reasonable and documented legal fees and other costs and expenses of one counsel (unless otherwise provided herein) incurred in connection with investigating, preparing for and responding to third-party subpoenas or enforcing the engagement by one set of counsel and local counsel, as applicable) as such expenses are incurred; and, *provided, further*, that such party receiving reimbursement of expenses shall return any such reimbursements in the event that a court of competent jurisdiction finally determines that indemnification is unavailable in connection with situations covered by **Annex A(A)(2)**.

E. Ducera shall not be liable for any settlement of any claim, action, suit, investigation or proceeding effected without its consent. The Company will not, without Ducera’s prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed), settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any claim, action, suit, investigation or proceeding in respect of which it is foreseeable that indemnification may be sought hereunder, whether or not an Indemnified Person is a party thereto, unless such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Person from any liabilities arising out of such claim, action, suit, investigation or proceeding. The Company will not permit any settlement or compromise to include, or consent to the entry of any judgment that includes, a statement as to, or an admission of fault, culpability or a failure to act by or on behalf of an Indemnified Person, without such Indemnified Person’s prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed).

F. The Company’s obligations pursuant to these Terms and Conditions shall inure to the benefit of any successors, assigns, heirs, and personal representatives of each Indemnified Person and are in addition to any rights that each Indemnified Person may have at common law or

otherwise.

G. Reasonably promptly after receipt by Ducera of notice of its involvement in any action, claim, suit, investigation or proceeding, Ducera shall, if a claim for indemnification in respect thereof is to be made against the Company under these Terms and Conditions, notify the Company in writing (which may be by electronic mail) of such involvement to the extent permitted by applicable laws and regulations. Failure by Ducera to so notify the Company, if permitted by applicable laws and regulations, shall relieve the Company from the obligations to indemnify or otherwise to Ducera under these Terms and Conditions only to the extent that the Company suffers actual and material prejudice as a result of such failure or there is the loss of rights or defenses. If any Indemnified Person shall be subject to any action or proceeding brought by a third party that is also brought against the Company, the Company, following its acknowledgment of its obligation to indemnify such Indemnified Person, shall be entitled to assume the defense of any such action or proceeding with counsel reasonably satisfactory to the Indemnified Person. Upon assumption by the Company of the defense of any such action or proceeding, the Indemnified Person shall have the right to participate in such action or proceeding and to retain its own counsel (at the expense of the Indemnified Person), but the Company shall not be liable for any legal expenses of other counsel subsequently incurred by such Indemnified Person in connection with the defense thereof unless: (1) the Company has agreed in writing to pay such fees and expenses; (2) the Company shall have failed to employ counsel reasonably satisfactory to the Indemnified Person in a timely manner; or (3) the Indemnified Person shall have been advised by counsel that there are actual or potential conflicting interests between the Company and the Indemnified Person, including situations in which there are one or more legal defenses available to the Indemnified Person that are different from or additional to those available to the Company; *provided, however*, that the Company shall not, in connection with any one such action or proceeding or separate but substantially similar actions or proceedings arising out of the same general allegations, be liable for the fees and expenses of more than one separate firm of attorneys at any time for all Indemnified Persons including Ducera, *except* to the extent that local counsel, in addition to its regular counsel, is required in order to effectively defend against such action or proceeding and *except* as may be required pursuant to **Annex A(G)(3)**.

H. The obligations of the parties hereto pursuant to these Terms and Conditions shall survive any expiration or Term of the Agreement or Ducera's engagement hereunder.

EXHIBIT B

Genereux 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. ¹)	
)	(Jointly Administered)

**DECLARATION OF MICHAEL GENEREUX IN SUPPORT
OF THE APPLICATION OF THE OFFICIAL COMMITTEE
OF UNSECURED CREDITORS OF ENVIVA INC., *ET AL.*
TO RETAIN AND EMPLOY DUCERA PARTNERS LLC
AS INVESTMENT BANKER, EFFECTIVE AS OF APRIL 2, 2024**

Under 28 U.S.C. § 1746, I, Michael Genereux, declare as follows under the penalty of perjury:

1. I am a Partner at Ducera Partners LLC (along with its affiliates, collectively, “Ducera”) located at 11 Times Square, 36th Floor, New York, New York 10036, and am duly authorized to submit this declaration (this “Declaration”) on behalf of Ducera.

2. This Declaration is being submitted on behalf of Ducera in connection with the proposed employment and retention of Ducera as investment banker to the Committee to perform services as set forth in the *Application of the Official Committee of Unsecured Creditors of Enviva Inc., et al. to Retain and Employ Ducera Partners LLC as Investment Banker, Effective as of April 2, 2024* (the “Application”).² I submit this Declaration in compliance with Bankruptcy Code

¹ 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 <https://kccellc.net/enviva>. The location of the Debtors’ service address is: 7272 Wisconsin Avenue, Suite 1800, Bethesda, MD 20814.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

sections 327, 328 and 1107(a) and to provide the disclosure required under Bankruptcy Rules 2014(a), 2016, and 5002 and Local Rule 2014-1.

3. Except as otherwise set forth in this Declaration, all facts set forth in this Declaration are based upon my personal knowledge, my review of relevant documents, or information provided to me by the Committee or its advisors or other members of the Ducera team working at my direction. I am over the age of eighteen (18) and authorized to submit this Declaration. I am not being compensated for this testimony other than through payments received by Ducera as the Committee's proposed investment banker; none of those payments are specifically payable on account of this testimony. If called upon to testify, I could and would testify competently to the statements set forth in this Declaration, as the information in this Declaration is accurate to the best of my knowledge.

DUCERA'S QUALIFICATIONS

4. Ducera is an independent investment bank with expertise in a range of corporate financing advisory services, including restructuring services. Ducera professionals, with roots in complex corporate finance, offer impartial and independent strategic advice to stakeholders in a broad range of industries and situations, have extensive experience with investing and analyzing claims of debtors and their estates, and specialize in, among other things, providing clients with leading-edge capital structure and restructuring advice and services in workout and bankruptcy situations. Ducera's services include advising on maximizing value of the estate through the chapter 11 process, assisting in developing, negotiating, and validating capital structure alternatives, conducting diligence on underlying business plans and liquidity projections, evaluating contracts and operating agreements to assess business risk from vendors, and evaluating

potential contract rejections. As an internationally recognized advisory firm, Ducera has an excellent reputation for advising both debtors and creditors in large and complex chapter 11 cases.

5. Founded in 2015, Ducera's business reorganization professionals have served as an investment banker to debtors, creditor groups, asset purchasers, committees, boards of directors, and trustees in a number of recent in-court restructurings, including, within the last three years: *In re Revitalid Pharmaceutical Corp.*, No. 23-11704 (BLS) (Bankr. D. Del. Nov. 15, 2023) [Docket No. 105]; *In re Yellow Corp.*, No. 23-11069 (CTG) (Bankr. D. Del. Sept. 25, 2023) [Docket No. 648]; *In re Diebold Holding Co., LLC*, No. 23-90602 (DRJ) (Bankr. S.D. Tex. July 18, 2023) [Docket No. 266]; *In re Virgin Orbit Holdings, Inc.*, No. 23-10405 (KBO) (Bankr. D. Del. May 15, 2023) [Docket No. 261]; *In re Core Scientific, Inc.*, No. 22-90341 (DRJ) (Bankr. S.D. Tex. March 13, 2023) [Docket No. 675]; *In re Endo Int'l plc.*, No. 22-22549 (JLG) (Bankr. S.D.N.Y. Oct. 25, 2022) [Docket No. 527]; *In re GBG USA Inc.*, No. 21-11369 (MEW) (Bankr. S.D.N.Y. Sept. 22, 2021) [Docket No. 230]; *In re Mallinckrodt plc*, No. 20-12522 (JTD) (Bankr. D. Del. Mar. 16, 2021) [Docket No. 1741]; and *In re Superior Energy Servs., Inc.*, No. 20-35812 (DRJ) (Bankr. S.D. Tex. Feb. 2, 2021) [Docket No. 316]. Ducera has experience in a variety of industries, providing specialized advice on matters including, but not limited to, restructurings, mergers, acquisitions, financings, capital structure advisory, and chapter 11 sales.

6. The resources, capabilities, and experience of Ducera in advising the Committee are crucial to the Committee's chapter 11 strategy. An experienced investment banker, such as Ducera, fulfills a critical need that complements the services offered by the Committee's other restructuring professionals. The Committee requires the services of a capable and experienced investment banker such as Ducera.

SCOPE OF SERVICES

7. Ducera has specialized expertise in pre-packaged, pre-arranged, and traditional chapter 11 restructuring transactions. The Committee's proposed retention of Ducera will enable the Committee to receive vital, coordinated services from an investment banking firm that is a leader in its field.

8. On April 2, 2024, Ducera was retained by the Committee pursuant to an engagement letter (the "Engagement Letter"). The Engagement Letter governs the relationship between Ducera and the Committee. The terms and conditions of the Engagement Letter were the product of a competitive process in which Ducera participated, intensely negotiated, and reflect the parties' mutual agreement as to the substantial efforts and resources that will be required in this engagement. Under the Engagement Letter, Ducera will perform such financial and investment banking services as the investment banker, and the Committee or its counsel deem appropriate and feasible during these Chapter 11 Cases, including:³

- (a) familiarize itself with the Company's business, operations, financial condition, and capital structure;
- (b) assist with the assessment of the Company's liquidity and uses of liquidity and with identifying potential sources of financing in connection with future transactions;

³ Summaries and other descriptions of the terms of the Engagement Letter set forth herein are not intended to replace the terms of the Engagement Letter, which shall govern in their entirety to the extent of any inconsistency between this Declaration, the Application, and the Engagement Letter. The Order is intended to modify or qualify the Engagement Letter in certain respects (as is necessary in connection with Ducera's retention in these Chapter 11 Cases) and shall control in the event of any inconsistencies between this Declaration, the Application, the Engagement Letter, and the Order.

- (c) analyze various Restructuring⁴ scenarios and the potential impact of these scenarios on the Existing Obligations⁵ of the Company and the recoveries of those stakeholders impacted by the Restructuring;
- (d) provide investment banking and financial advice and assistance to the Committee in developing a Restructuring;
- (e) provide investment banking and financial advice and assistance to the Committee in structuring any new securities to be issued by the Company in connection with a Restructuring; and
- (f) assist the Committee and/or participate in negotiations with the Company and entities or groups affected by the Restructuring;
- (g) provide expert testimony, as requested from time to time by the Committee, regarding any of the matters to which Ducera is providing services; and
- (h) provide such other advisory and investment banking services as may be agreed upon by Ducera and the Committee.

PROFESSIONAL COMPENSATION

9. In consideration of the services to be provided by Ducera to the Committee, and as more fully described in the Engagement Letter, subject to the Court's approval, the Debtors have

⁴ The term "Restructuring" is defined in the Engagement Letter as follows: "[C]ollectively, any restructuring, reorganization, modification, rescheduling and/or recapitalization (whether or not pursuant to one or more proceedings voluntarily or involuntarily commenced under chapters 7 or 11 of title 11 of the United States Code, 11 U.S.C. 101-1532 (as amended, the "Bankruptcy Code") (or any similar law of another jurisdiction) or any cases converted thereto (the "Bankruptcy Cases" and the court having jurisdiction over such cases, the "Bankruptcy Court") of the Company's Existing Obligations (as defined herein) that is achieved, without limitation, through: (a) solicitation of material waivers and consents from the holders of Existing Obligations; (b) rescheduling of the maturities of Existing Obligations; (c) a change in interest rates, repurchase, settlement or forgiveness of Existing Obligations; (d) conversion of Existing Obligations into equity; (e) an exchange offer; (f) the issuance of new loans and/or securities, sale or disposition of assets (on a going concern basis, whether pursuant to one or more transactions), sale of debt or equity securities; (g) an amend-and-extend involving the issuance of new loans and/or securities in exchange for Existing Obligations (excluding, for the avoidance of doubt, any general forbearance granted by holders of Existing Obligations; (h) a going-concern sale of all, or substantially all, of the Company's assets pursuant to §363 of the Bankruptcy Code followed by a liquidation pursuant to a Chapter 11 plan of liquidation or Chapter 7 of the Bankruptcy Code; or (i) other interests or other similar transaction or series of transactions."

⁵ The term "Existing Obligations" is defined in the Engagement Letter as follows: "[T]he material outstanding indebtedness of the Company including, but not limited to, bank debt, bond debt, asset back lending facilities, term loans, credit facilities, trade claims, leases (both on and off-balance sheet), pension obligations, litigation-related claims and obligations, other on and off-balance sheet indebtedness, workers' compensation claims and obligations, and other liabilities."

agreed to pay Ducera the proposed compensation set forth in the Engagement Letter (the “Fee and Expense Structure”), which may be summarized as follows:

- (a) *Monthly Advisory Fee*: A nonrefundable monthly cash fee of \$157,500, due and payable on the first day of each month during the engagement (the “Monthly Advisory Fee”) or as otherwise set forth in a Bankruptcy Court order. The Monthly Advisory Fee shall commence as of April 2, 2024, and shall be due and payable until the earlier of: (1) the consummation of a Restructuring or (2) the termination of Ducera’s services pursuant to the Engagement Letter.
- (b) *Restructuring Fee*: A restructuring fee of \$3,825,000, due and payable upon consummation of any Restructuring (the “Restructuring Fee”).⁶
- (c) *Ducera Discount*: The Company shall receive a discount of \$78,750 per month against the Restructuring Fee for each month commencing after payment of the third (3rd) full Monthly Advisory Fee (the “Ducera Discount”); *provided, however*, that the Ducera Discount shall only apply on account of any and all outstanding invoices have been paid before, or in connection with, the consummation of the Restructuring; *provided, further, however*, that any outstanding invoices on account of any Monthly Advisory Fee that are paid following the consummation of the Restructuring and payment of the Restructuring Fee shall be reduced by 50% in order to implement the Ducera Discount.
- (d) *Expenses and Payments*: The Company shall upon request to promptly reimburse Ducera at cost for all reasonable and documented out-of-pocket expenses incurred in connection with the services provided to the Committee hereunder, including, but not limited to, reasonable and documented travel and transportation expenses, third party research and telecommunication expenses, printing costs, courier and other shipping and mailing costs as well as reasonable and documented expenses of Ducera’s external legal counsel and other expenses incurred in performing Ducera’s services hereunder during the Term (as defined in the Engagement Letter) on or after the Effective Date of this Agreement; *provided, however*, that Section 3 of the Engagement Letter shall in no way affect the Company’s obligations as set forth in Annex A to the Engagement Letter.
- (e) The Committee and Ducera acknowledge and agree that (i) hours worked; (ii) the results achieved; and (iii) the ultimate benefit to the Committee of the work

⁶ For purposes of the Engagement Letter, “a Restructuring shall be deemed to have been consummated upon: (a) in the case of a bankruptcy court-approved Restructuring, the date that the applicable confirmed chapter 11 plan becomes effective in accordance with the terms and conditions thereof; or (b) the closing of the applicable transaction by which the Existing Obligations of the Company are to be restructured or refinanced (including, for avoidance of doubt, a payment in full of the Existing Obligations); *provided*, that if a Restructuring is to be consummated through a sale or other disposition of all or substantially all of the assets or equity of the Company, the Restructuring will be deemed to have been consummated upon the closing of such sale. *For avoidance of doubt*, the Restructuring Fee shall only be payable one time, whether during the Term or the Tail Period (as defined [in the Engagement Letter]).”

performed, in each case, in connection with this engagement, may be variable, and that the parties have taken such factors into account in setting the fees set forth herein. To the extent further services are requested by the Committee in connection with the Company, the Committee and Ducera agree to negotiate in good faith a reasonable scope of services and fee structure in connection with any such further services provided by Ducera, depending on the size, scope, and nature of the services to be provided.

10. Ducera believes that the Fee and Expense Structure is comparable to those generally charged by investment bankers of similar stature to Ducera for comparable engagements, both in and out of bankruptcy proceedings, and reflects a balance between fixed fees and a contingency amount which is tied to the consummation and closing of the transactions contemplated by the Committee and Ducera in the Engagement Letter. Ducera believes that the Fee and Expense Structure is both reasonable and market-based.

11. The Committee and Ducera negotiated the Fee and Expense Structure to function as an interrelated, integrated unit, in correspondence with Ducera's services, which Ducera renders not in parts, but as a whole. It would be contrary to the intention of Ducera and the Committee for any isolated component of the Fee and Expense Structure to be treated as sufficient consideration for any isolated portion of Ducera's services. Instead, the Committee and Ducera intend that Ducera's services be considered as a whole that is to be compensated by the Fee and Expense Structure in its entirety.

12. Other than as set forth in this Application or in the Engagement Letter, there is no proposed arrangement between the Committee and Ducera for compensation to be paid in these Chapter 11 Cases. Ducera has not shared or agreed to share any of its compensation from the Debtors with any other person, other than as permitted by Bankruptcy Code section 504.

NO DUPLICATION OF SERVICES

13. Ducera's services are intended to complement, and not duplicate, the services to be rendered by any other professional retained by the Committee in these Chapter 11 Cases. Ducera

understands that the Committee has retained and may retain additional professionals during the term of the engagement and the Committee understands that Ducera will work cooperatively with such professionals, including the Industry Consultant, to integrate any respective work conducted by the professionals on behalf of the Committee.

14. Specifically, in connection with its decision to retain Ducera as its investment banker, the Committee also determined that it was necessary and appropriate to retain Mr. Howell as a specialized Industry Consultant. The Committee expects that Ducera will work closely with the Industry Consultant in these Chapter 11 Cases in providing services and advice to the Committee and that each will carry out unique functions that will complement, but not unnecessarily duplicate, the services of the other. Furthermore, Ducera understands that the Committee will use reasonable efforts to direct the services that Ducera and the Industry Consultant will be providing in order to avoid unnecessary duplication of services among Ducera, the Industry Consultant and the other professionals retained by the Committee in these Chapter 11 Cases.

RECORD KEEPING AND APPLICATIONS FOR COMPENSATION

15. Ducera will maintain records in support of any actual, necessary costs and expenses incurred in connection with the rendering of its services in these Chapter 11 Cases. However, because: (a) it is not the general practice of investment banking firms such as Ducera to keep detailed time records similar to those customarily kept by attorneys; (b) Ducera does not ordinarily keep time records on a “project category” basis; and (c) Ducera’s compensation is based primarily on a fixed Monthly Advisory Fee and Restructuring Fee, if any, the Committee has requested that Ducera’s professionals only be required to maintain records (in summary format) of the services rendered for the Committee, including summary descriptions of those services, the approximate

time expended in providing those services in half-hour (0.5) increments, and the identity of the professionals who provided those services. Ducera will present such records to the Court in its fee application(s). To the extent that Ducera would otherwise be required to submit more detailed time records for its professionals by the Bankruptcy Code, Bankruptcy Rules, Local Rules, or applicable guidelines, procedures, or orders of the Court, Ducera respectfully requests that this Court waive such requirements.

INDEMNIFICATION PROVISIONS

16. As part of the overall compensation payable to Ducera under the terms of the Engagement Letter, Annex A of the Engagement Letter includes certain indemnification and limitation of liability provisions (the “Indemnification Provisions”). A material part of the consideration for Ducera to furnish its services under the Engagement Letter is the Debtors’ agreement to the Indemnification Provisions and the Ducera believes that the Indemnification Provisions are reasonable and necessary under the circumstances.

NO ADVERSE INTEREST

17. In connection with Ducera’s proposed retention by the Committee, Ducera undertook 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.⁷ The Committee provided Ducera, and its subsidiaries and affiliates, with a list of potentially interested

⁷ For the avoidance of doubt, the disinterestedness representation made in the “Ducera’s Disinterestedness” section of this Declaration includes the affiliates of Ducera Partners LLC, including, without limitation, Ducera LLC (the parent company of Ducera Partners LLC) and Ducera Securities LLC (a registered broker-dealer and also a subsidiary of Ducera LLC).

parties in these Chapter 11 Cases (collectively, the “Potential Parties in Interest”),⁸ a copy of which is attached hereto as Schedule 1.⁹

18. Ducera, together with its affiliates,¹⁰ utilizes certain procedures (the “Ducera Firm Procedures”) to determine if Ducera (or any affiliate thereof) has any conflicts or other relationships that may have an interest in these Chapter 11 Cases. In implementing the Ducera Firm Procedures, the following actions were undertaken to identify parties that may have connections to the Debtors and to determine Ducera’s relationship with such parties:

- (a) Ducera requested and obtained from the Committee extensive lists of the Potential Parties in Interest. The lists of Potential Parties in Interest that Ducera reviewed are annexed hereto as Schedule 1.
- (b) Ducera then compared the names of each of the Potential Parties in Interest to the names in the master electronic database of Ducera’s current clients and former clients for whom Ducera performed services in the last four years (the “Client Database”).¹¹ The Client Database generally includes the name of each client of Ducera, the name of each party that is or was known to be adverse to such client of Ducera in connection with the matter in which Ducera is representing such client, the name of each party that has, or has had, a substantial role with regard to the

⁸ As may be necessary, Ducera will supplement this Declaration if it becomes aware of a relationship that may adversely affect Ducera’s retention or would otherwise require disclosure.

⁹ Ducera’s inclusion of parties on Schedule 1 is solely to disclose Ducera’s conflict search process and is not an admission that any party has a valid claim against the Debtors or that any party properly belongs on Schedule 1 or has a claim or legal relationship to the Debtors of the nature described in Schedule 1.

¹⁰ Neither Ducera, nor any parent or subsidiary thereof, is a registered investment advisor (as defined by the Investment Advisors Act of 1940), an investment company (as defined by the Investment Company Act), a commodity pool operator (as defined by the Dodd-Frank Act), a commodity trading advisor (as defined by the Commodity Exchange Act of 1936), provides securities clearing, lending, research, or underwriting services, maintains customer or employee securities trading accounts, trades individual public securities, manages money for employees or outside investors, or maintains any non-discretionary trading accounts—*i.e.*, an account in which Ducera has trading or direction authority to pursue any individual (as opposed to money-market or other cash management) securities transactions. Ducera Securities LLC (a subsidiary of Ducera LLC and affiliate of Ducera Partners LLC) is a FINRA-registered broker-dealer (CRD#: 269984) and is authorized “to provide merger and acquisition advisory services, including certain sell-side transactions, certain buy-side transactions, and certain financial restructuring transactions.” As with most diversified investment banking firms, in addition to its core advisory business, Ducera (either for its own account or for the account of its senior employees) has made passive investments in illiquid securities of privately held early-stage entities. Ducera does not exercise control over these entities and the entities would not be deemed affiliates of Ducera.

¹¹ For avoidance of doubt, the Client Database identifies existing and former clients of all Ducera subsidiaries and affiliated entities, including, without limitation, Ducera LLC and Ducera Securities LLC.

subject matter of Ducera's retention, and the names of the Ducera professionals who are or were primarily responsible for matters for such clients.

- (c) An email was issued to all partners and managing directors at Ducera requesting disclosure of information regarding: (i) any known personal connections between the respondent or Ducera on the one hand, and either the Potential Parties in Interest or the Debtors, on the other hand; (ii) any known connection or representation by the respondent or Ducera of any of the Potential Parties in Interest in matters relating to the Debtors; and (iii) any other conflict or reason why Ducera may be unable to represent the Debtors.

19. As a result of the Ducera Firm Procedures, I have thus ascertained that, except as may be set forth herein, upon information and belief, if retained, Ducera, along with its employees and any professionals retained by Ducera:

- (a) is not a creditor of the Debtors or an equity security holder of the Debtors;
- (b) is not and has not been, within two (2) years before the date of filing of the petition a director, officer, or employee of the Debtors;
- (c) does not have any interest materially adverse to that of the Debtors' estates, or of 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; and
- (d) is not an insider of the Debtors as the term is defined in Bankruptcy Code section 101(14).

20. As can be expected with respect to any professional services firm, Ducera provides services to clients with interests in these Chapter 11 Cases. To the best of my knowledge, except as indicated below, Ducera's services for such clients do not relate to these Chapter 11 Cases.

21. To the best of my knowledge, neither Ducera nor I, nor any other employee of Ducera that will work on the Committee's engagement, has any connection with, holds, or represents any interest adverse to the Debtors, their estates, or the Potential Parties in Interest, except (a) as set forth in **Schedule 2** and (b) as otherwise set forth below:

To the best of Ducera's knowledge, information, and belief, neither Ducera nor any employees hold the Debtors' securities in any non-discretionary accounts (an account in which Ducera or the employee has trading or

discretionary authority to pursue any individual securities transaction) as of the date hereof nor made any purchases or sales in the Debtors' securities in the prior twelve (12) months; *provided, however*, for avoidance of doubt, Ducera and its professionals may from time to time acquire, hold, or make direct or indirect investments in managed, mutual, index, or other funds or maintain discretionary accounts (an account in which neither Ducera nor the employee has trading or direction authority to pursue any individual securities transaction) that may hold the Debtors' securities. An email was sent to all employees of Ducera seeking to identify any employee that presently holds the Debtors' securities in a non-discretionary trading account. No such holdings were identified.

Certain professionals presently employed by Ducera, may have been formerly employed by other financial services or other professional services firms that may be among, or may represent other parties that are among, the creditors, equity holders, or other parties in interest in these Chapter 11 Cases. While employed by other firms, certain professionals presently employed by Ducera may have represented creditors, equity holders or other parties in interest in these Chapter 11 Cases in connection with matters unrelated to the Debtors and these Chapter 11 Cases. Ducera does not believe that any of these activities constitute interests adverse to the Debtors' estates.

To the best of my knowledge, none of the entities listed on Schedule 2 represent more than 1% of Ducera's revenue for the twenty four-month period ending February 29, 2024.

22. Ducera provides services in many areas, including restructuring and distressed debt.

As part of its diverse practice, Ducera appears in numerous cases, proceedings, and transactions involving many different attorneys, accountants, investment bankers, and financial consultants, including governmental agencies, some of whom may represent claimants and parties in interest in these Chapter 11 Cases. Furthermore, Ducera 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, Ducera 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.

23. Ducera, on occasion, is hired directly by attorneys and law firms to provide services for the benefit of one or more parties, some of whom may not be known to Ducera and/or may be parties in interest in these proceedings. Persons that may become parties in interest in these Chapter 11 Cases, and persons that have business relationships with parties in interest in these Chapter 11 Cases, are competitors of parties in interest or that are customers of parties in interest, may be or may have been: (a) parties in interest in other bankruptcy cases where Ducera has acted or is currently acting as financial advisor or investment banker to the Debtors or to other parties in interest; (b) affiliates of or creditors of persons by whom Ducera may have been engaged, is currently engaged, or may in the future be engaged; or (c) affiliates of or entities involved in matters wholly-unrelated to these Chapter 11 Cases, where Ducera has acted or is currently acting as financial advisor or investment banker for creditors and/or steering committees.

24. Given the number of Potential Parties in Interest in these Chapter 11 Cases, and despite the efforts to identify and disclose Ducera's relationships with Potential Parties in Interest in these Chapter 11 Cases, Ducera is unable to state with certainty that every client relationship or other connection has been disclosed in this Declaration.

25. I am not related or connected to and, based on the connections check performed in accordance with the Ducera Firm Procedures, no other professional of Ducera who will work on this engagement is related or connected to, any United States Bankruptcy Judge for the Eastern District of Virginia, any of the District Judges for the Eastern District of Virginia who handle bankruptcy cases, or any employee in the Office of the United States Trustee for the Eastern District of Virginia.

26. If any new material relevant facts or relationships are discovered or arise that require additional disclosure, Ducera will promptly file a supplemental declaration.

27. The foregoing constitutes the statement of Ducera pursuant to Bankruptcy Code sections 504 and 1103, Bankruptcy Rules 2014(a) and 5002 and Local Rule 2014-1.23.

28. The foregoing statements are true and correct to the best of my knowledge, information, and belief.

I declare under penalty of perjury that the foregoing is true and correct on this 3rd day of May 2024.

/s/ Michael Genereux
Name: Michael Genereux

Schedule 1

Potential Parties in Interest

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
ALIXPARTNERS, LLP

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

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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
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KAREN KIDD
KATHRYN R. MONTGOMERY
KENNETH N. WHITEHURST, III
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MARGARET K. GARBER
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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 Creditors¹

CAL INVESTMENTS LLC
CONVEYOR ENGINEERING &
MANUFACTURING

OAK RIDGE INDUSTRIES LLC
UNDERWOOD FIRE EQUIPMENT INC

¹ 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, 2024²

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, 2024³

AMERICAN INDUSTRIAL PARTNERS
BOSTON MANAGEMENT AND
RESEARCH

MONARCH ALTERNATIVE CAPITAL
LP
OAKTREE CAPITAL MANAGEMENT,
LP

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

³ 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

1. JP MorganChase Bank, NA, JPMorgan Equipment Finance, and JP Morgan Securities LLC (collectively, "JPMC") are purportedly debtholders, significant vendors and unsecured creditors, or litigation counterparties, respectively, of the Debtors. JPMC is the depository institution for Ducera.
2. Wells Fargo ("Wells Fargo") is purportedly a debtholder of the Debtors. Wells Fargo is a client or current party in interest in an unrelated historical bankruptcy restructuring situation.
3. The United States Department of the Treasury, the California Department of Tax and Fee Administration, Kansas Department of Revenue, Missouri Department of Revenue, Texas Comptroller of Public Accounts, and Texas Comptroller's Office are purportedly Government and Regulatory Authorities or Taxing Authorities of the Debtors (collectively, "Government Authorities"). The Government Authorities are direct or indirect clients in connection with unrelated advisory assignments.