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

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

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

**APPLICATION OF THE OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS OF ENVIVA INC., *ET AL.*  
TO RETAIN AND EMPLOY KEVIN T. HOWELL  
AS INDUSTRY CONSULTANT, 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 Kevin T. Howell, as industry consultant (“Howell” or the “Industry Consultant”) to the

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



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Committee in connection with the Debtors' chapter 11 cases (the "Chapter 11 Cases"), effective as of April 2, 2024. In support of this Application, the Committee submits the declaration of Kevin L. Howell (the "Howell 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.<sup>2</sup>

### **BACKGROUND**

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

5. On March 25, 2024, the Office of the United States Trustee for the Eastern District of Virginia (the "U.S. Trustee") appointed the Committee pursuant to Bankruptcy Code section 1102 [Docket No. 172].<sup>3</sup> On March 28, 2024, the Committee selected (a) Akin Gump Strauss

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

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

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 Partners LLC (“Ducera” and, such retention application, the “Ducera Retention Application”) to serve as investment banker to the Committee and Howell to serve as industry 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 Howell as industry consultant to the Committee 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 INDUSTRY CONSULTANT**

7. The Committee submits this Application because of its need to retain an industry consultant to assist the Committee, and its other proposed professionals to be retained, with certain critical tasks associated with guiding the Committee through these Chapter 11 Cases.

8. Specifically, the Committee believes that Howell has the necessary relevant industry experience to assist the Committee in connection with these Chapter 11 Cases. Most recently, Howell was the Chief Operating Officer in connection with the restructuring, and chapter 11 cases of, Dynegy Inc. and certain of its related affiliates (“Dynegy”). Among other things, Howell was responsible for day to day operations of Dynegy, including power plant operations, commercial operations, regulatory affairs and market analysis and forecasting. In addition, Howell previously: (i) served in executive officer roles at NRG Energy, Inc. (“NRG Energy”), which is the second largest electric retailer in Texas, and most recently served in the role of President at NRG Energy; (ii) served as President at Dominion Resources, Inc.; (iii) served in various executive

roles at Duke Energy Corporation; and (iv) held various management positions with *MG Natural Gas Corp, Associated Natural Gas Inc and Mega Natural Gas Corp*. Howell also sits or has sats on various boards of energy related companies, including *Energy Harbor Corp, TexGen Power LLC, Atlantic Power Corp., Homer City Holdings LLC, Illinois Power Generating Company, Sunnova Energy Inc, Entrust Energy Inc. and Nanosolar Inc*.

9. In light of Howell's experience and expertise, the Committee believes that Howell is well qualified to serve as Industry Consultant to the Committee in these Chapter 11 Cases.

### **SCOPE OF SERVICES**

10. The Committee has determined, subject to Court approval, to employ Howell to provide specialized industry advice to the Committee and its advisors, in connection with these Chapter 11 Cases.

11. As set forth in the Ducera Retention Application, the Committee seeks to retain Ducera as its investment advisor to, among other things, advise the Committee on maximizing value of the Debtors' estates 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 (such services, as further described in the Ducera Retention Application, the "Ducera Services"). It is anticipated that the Industry Consultant will work with Ducera to provide industry expertise and provide direct insight to Ducera in connection with certain industry information and assumptions that will be relied on by Ducera in connection with providing the Ducera Services. Specifically, Howell will perform the following services, among other things:

- (a) familiarize himself with the Debtors' business, operations, financial condition and capital structure;
- (b) assist Ducera in connection with assessing information and inputs in connection with the Ducera Services;

- (c) assist the Committee and its professionals, including Ducera, in assessing the Debtors' liquidity and uses of liquidity and with identifying potential sources of financing in connection with future transactions;
- (d) assist the Committee and its professionals, including Ducera, in evaluating various restructuring scenarios, strategic alternatives and/or turnaround strategies;
- (e) assist the Committee and its professionals, including Ducera, in general diligence related to the Ducera Services and these Chapter 11 Cases;
- (f) assist the Committee and/or participate in negotiations with the Debtors and entities or groups in connection with these Chapter 11 Cases;
- (g) provide expert testimony, as requested from time to time by the Committee, regarding any of the matters to which the Industry Consultant is providing services; and
- (h) provide such other industry consultant services as may be agreed upon by Howell and the Committee.

12. The Committee believes that the employment of Howell 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 requests that all fees and related costs and expenses incurred by the Committee on account of services rendered by Howell in these Chapter 11 Cases be paid as administrative expenses of the Debtors' estates pursuant to Bankruptcy Code sections 328, 330, 331, 503(b) and 507(a)(2). Subject to this Court's approval, Howell will be entitled to the following compensation (the "Fee and Expense Structure"):

- (a) ***Monthly Advisory Fee:*** A nonrefundable monthly cash fee of \$17,500, due and payable on the first day of each month during the engagement (the "Monthly Advisory Fee") or as otherwise set forth in a 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<sup>4</sup> or (2) the termination of Howell's services.

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<sup>4</sup> The term "Restructuring" is as defined in the Ducera Retention Application: "[C]ollectively, any restructuring, reorganization, modification, rescheduling and/or recapitalization (whether or not pursuant to one or more

- (b) **Restructuring Fee:** A restructuring fee of \$425,000, due and payable upon consummation of any Restructuring (the “Restructuring Fee”).<sup>5</sup>
- (c) **Discount:** The Debtors shall receive a discount of \$8,750 per month against the Restructuring Fee for each month commencing after payment of the third (3<sup>rd</sup>) full Monthly Advisory Fee (the “Howell Discount”); *provided, however*, that the Howell 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 Howell Discount.
- (d) **Expenses and Payments:** The Debtors shall upon request promptly reimburse Howell 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 Howell’s external legal counsel and other expenses incurred in performing Howell’s services hereunder during its engagement.
- (e) The Committee and Howell 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

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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 in the Ducera Retention Application] 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.”

<sup>5</sup> For purposes herein, 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 (as defined in the Ducera Retention Application) of the Debtors 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 Debtors, 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 any time prior to the expiration of twelve (12) months after any such termination.

with these Chapter 11 Cases, the Committee and Howell agree to negotiate in good faith a reasonable scope of services and fee structure in connection with any such further services provided by Howell, depending on the size, scope and nature of the services to be provided.

14. In the event of any termination of Howell's engagement (other than (i) by Howell; or (ii) by the Committee based on actions taken, or failures to act, by Howell in bad faith, gross negligence, willful misconduct or conscious disregard of its duties which actions (x) are unremediated by Howell within ten (10) business days after written notice from the Committee of its intention to terminate Howell's engagement on the basis of such actions or failure to act specifying in reasonable detail the basis for such termination), Howell shall continue to be entitled to the full amount of the fees set forth in the Fee and Expense Structure (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,<sup>6</sup> the Debtors consummate a Restructuring.

15. The Committee believes that the Fee and Expense Structure set forth herein is appropriate in light of the services to be provided by Howell and that the Fee and Expense Structure is designed to compensate Howell fairly for its work and to cover customary expenses.

16. Other than as set forth in this Application or the Howell Declaration, there is no proposed arrangement between the Committee and Howell for compensation to be paid in these Chapter 11 Cases. Howell 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 Howell 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

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<sup>6</sup> The term "Tail Period" shall mean any time prior to the expiration of twelve (12) months after any such termination.

practice of Howell to keep detailed time records similar to those customarily kept by attorneys; (b) Howell does not ordinarily keep time records; and (c) Howell's compensation is based primarily on a fixed Monthly Advisory Fee and the Restructuring Fee, if any, the Committee respectfully requests that Howell be excused from such timekeeping and information requirements as may be required under the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, other applicable procedures and orders of the Court or U.S. Trustee guidelines.

### **INDEMNIFICATION**

18. In addition to the foregoing, and as a material part of the consideration for Howell's agreement to furnish services to the Committee pursuant to the terms of this Application, the Committee requests that the Debtors provide Howell with the following indemnification (collectively, the "Indemnification Provisions"):

- (a) subject to the provisions of subparagraphs (b) and (c) below and approval by the Court, the Debtors are authorized to indemnify, and shall indemnify, and hold harmless, Howell for any claims arising from, related to or in connection with Howell's engagement under this Application, but not for any claim arising from, related to or in connection with Howell's postpetition performance of any other services, other than those in connection with the engagement described herein, unless such postpetition services and indemnification therefore are approved by this Court;
- (b) The Debtors shall have no obligation to indemnify Howell, or provide contribution or reimbursement to Howell for any claim or expense to the extent that is either: (i) judicially determined (the determination having become final) to have arisen from Howell'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 Howell'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 this Application, as modified by the proposed order.
- (c) if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this chapter 11 case (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing this chapter 11 case, Howell believes that he is entitled to the payment of any amounts by the Debtors on account of the Debtor's



indemnification obligations under this Application, including, without limitation, the advancement of defense costs, Howell must file an application therefor in the Court, and the Debtors may not pay any such amounts to Howell before the entry of an order by the Court approving the payment.

19. The Committee believes that the indemnification contained in the Indemnification Provisions is necessary and appropriate here in light of the unique circumstances of these Chapter 11 Cases, and that similar indemnification provisions are customary in other chapter 11 cases. Moreover, the Indemnification Provisions reflect the qualifications and limitations on indemnification provisions that are customary in this district. Accordingly, the Committee submits that the Indemnification Provisions provided above are appropriate and reasonable here.

#### **NO DUPLICATION OF SERVICES**

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

21. 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 Howell as Industry Consultant. The Committee expects that Howell will work closely with Ducera 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 unnecessarily duplicate, the services of the other Committee professionals. Furthermore, the Committee will use reasonable efforts to direct the services that Howell and Ducera will be providing in order to avoid unnecessary duplication of services among Howell, Ducera and the other professionals retained by the Committee in these Chapter 11 Cases.

**NO ADVERSE INTEREST**

22. Based on the Howell Declaration, the Committee believes that Howell is a “disinterested person,” as such term is defined in Bankruptcy Code section 101(14), as modified by Bankruptcy Code section 1107(b). Moreover, except as set forth in the Howell Declaration, Howell has reviewed the potential parties in interest in these Chapter 11 Cases and has indicated that he does not have a connection with any such party.

23. Nevertheless, given the large number of potential parties in interest, and despite the efforts to identify and disclose Howell’s relationships with such potential parties in interest in these Chapter 11 Cases, Howell is unable to state with certainty that there are no such client relationships or other connections. To the extent that any new, relevant facts or relationships bearing on the matters described herein during the period of Howell retention are discovered or arise as a result of reviewing additional parties in interest following the filing of this Application, Howell will promptly make additional disclosures to the Court if necessary or otherwise appropriate.

**BASIS FOR RELIEF**

24. 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 Howell by the Committee is reasonable and appropriate given the services that Howell is being asked to provide.

25. 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).

26. The Committee submits that the Fee and Expense Structure and Indemnification Provisions are reasonable terms and conditions of employment under Bankruptcy Code section 328(a) in light of the nature and scope of services to be provided by Howell and Howell’s substantial industry experience.

27. The Committee submits that, for all of the reasons set forth above and in the Howell Declaration, the retention of Howell as Industry Consultant to the Committee on the terms set forth herein is warranted and should be approved.

#### **EFFECTIVE DATE OF RETENTION**

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

#### **NOTICE**

29. 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**

30. 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 Howell as Industry Consultant 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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*Proposed Local Counsel to the Official Committee of Unsecured Creditors*

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

_____	)	
In re:	)	Chapter 11
	)	
ENVIVA INC., <i>et al.</i> ,	)	Case No. 24-10453 (BFK)
	)	
Debtors. <sup>7</sup>	)	(Jointly Administered)
_____	)	<b>Re: Docket No. ____</b>

**ORDER AUTHORIZING THE OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS OF ENVIVA INC., *ET AL.* TO RETAIN  
AND EMPLOY KEVIN T. HOWELL AS  
INDUSTRY CONSULTANT, EFFECTIVE AS OF APRIL 2, 2024**

Upon the application (the “Application”)<sup>8</sup> 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 “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 Kevin T.

<sup>7</sup> Due to the large number of Debtors in these jointly administered chapter 11 cases, a complete list of the Debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://kcellc.net/enviva>. The location of the Debtors’ service address is: 7272 Wisconsin Avenue, Suite 1800, Bethesda, MD 20814.

<sup>8</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Application.

Howell (“Howell” or the “Industry Consultant”) as industry consultant in connection with the Debtors’ chapter 11 cases (the “Chapter 11 Cases”), effective as of April 2, 2024, and upon the Howell Declaration; and the Court finding, based on the representations made in the Application and the Howell Declaration, that Howell does not represent any interest adverse to the Committee and/or the Debtors’ estates with respect to the matters upon which Howell is to be engaged, that he 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 Howell as Industry Consultant, effective as of April 2, 2024, to represent it in these Chapter 11 Cases on the terms and condition set forth in the Application, and to pay fees and reimburse expenses to Howell on the terms and at the times specified in the Application.
3. Except to the extent set forth herein, the Fee and Expense Structure and Indemnification Provisions are approved pursuant to Bankruptcy Code sections 327(a) and 328(a), and the Debtors are authorized and directed to perform their payment, reimbursement, and indemnification obligations as set forth in the Application. Howell 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 Howell 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 Howell’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 Howell in these Chapter 11 Cases to the fees paid to other consultants 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 Howell 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 Howell and the structure of Howell’s compensation as set forth in the Application, Howell shall be granted a 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 as set forth in the Application. Moreover, Howell be authorized to file interim fee applications and/or final fee applications without previously filing or serving monthly fee statements covering the same period and the Debtors are authorized to pay the full Monthly Fee to Howell each month when required under the Engagement Letter without a prior fee statement or application.

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

8. The following Indemnification Provisions are approved:

- (a) subject to the provisions of subparagraphs (b) and (c) below and approval by the Court, the Debtors are authorized to indemnify, and shall indemnify, and hold harmless, Howell for any claims arising from, related to or in connection with Howell's engagement under this Application, but not for any claim arising from, related to or in connection with Howell's postpetition performance of any other services, other than those in connection with the engagement described herein, unless such postpetition services and indemnification therefore are approved by this Court;
- (b) The Debtors shall have no obligation to indemnify Howell, or provide contribution or reimbursement to Howell for any claim or expense to the extent that is either: (i) judicially determined (the determination having become final) to have arisen from Howell'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 Howell'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 this Application.

- (c) if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this chapter 11 case (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing this chapter 11 case, Howell believes that he is entitled to the payment of any amounts by the Debtors on account of the Debtor's indemnification obligations under this Application, including, without limitation, the advancement of defense costs, Howell must file an application therefor in the Court, and the Debtors may not pay any such amounts to Howell before the entry of an order by the Court approving the payment.

9. In accordance with the terms set forth in the Application, as modified by this Order, the Debtors shall reimburse Howell for all reasonable expenses incurred by Howell and the reasonable fees and expenses of outside counsel, if any, retained by Howell, without the need for such legal counsel to be retained as professionals in these Chapter 11 Cases. In the event that Howell seeks reimbursement for attorneys' fees, the invoices and supporting time records from such attorneys shall be included in Howell'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, Howell 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 Howell's fee applications filed in these Chapter 11 Cases.

10. Notwithstanding anything in the Application to the contrary, Howell shall: (i) to the extent that Howell 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 Howell 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. Howell 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 Howell Declaration and this Order, the terms of this Order shall govern.

14. The Committee and Howell 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

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THE HONORABLE BRIAN F. KENNEY  
UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

/s/

Lawrence A. Katz (VSB No. 47664)  
Kristen E. Burgers (VSB No. 67997)  
**HIRSCHLER FLEISCHER, P.C.**  
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Telephone: (703) 584-8900  
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*Proposed Local Counsel to the Official Committee of  
Unsecured Creditors*

and

Scott L. Alberino (admitted *pro hac vice*)  
Alexander F. Antypas (VSB No. 92083)  
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Ira S. Dizengoff (admitted *pro hac vice*)  
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aqureshi@akingump.com  
jrubin@akingump.com

*Proposed Counsel to the Official Committee  
of Unsecured Creditors*

Seen and No Objection:

/s/

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

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

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

/s/

**EXHIBIT B**

**Howell Declaration**

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

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

**DECLARATION OF KEVIN T. HOWELL IN SUPPORT  
OF THE APPLICATION OF THE OFFICIAL COMMITTEE  
OF UNSECURED CREDITORS OF ENVIVA INC., *ET AL.*  
TO RETAIN AND EMPLOY KEVIN T. HOWELL  
AS INDUSTRY CONSULTANT, EFFECTIVE AS OF APRIL 2, 2024**

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

1. This Declaration is being submitted in connection with my proposed employment and retention as industry consultant 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 Kevin T. Howell as Industry Consultant, Effective as of April 2, 2024* (the “Application”).<sup>2</sup> I submit this Declaration in compliance with Bankruptcy Code 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.

2. 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

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

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



information provided to me by the Committee or its advisors. 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 Howell as the Committee's proposed industry consultant; 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.

### **HOWELL'S QUALIFICATIONS**

3. I have extensive and relevant industry experience to assist the Committee in connection with these Chapter 11 Cases. Most recently, I was the Chief Operating Officer in connection with the restructuring, and chapter 11 cases of Dynegy Inc. and certain of its related affiliates ("Dynegy"). Among other things, Howell was responsible for day to day operations of Dynegy, including power plant operations, commercial operations, regulatory affairs and market analysis and forecasting. In addition, I previously: (i) served in executive officer roles at NRG Energy, Inc. ("NRG Energy"), which is the second largest electric retailer in Texas, and most recently served in the role of President at NRG Energy; (ii) served as President at Dominion Resources, Inc.; (iii) served in various executive roles at Duke Energy Corporation; and (iv) held various management positions with *MG Natural Gas Corp, Associated Natural Gas Inc and Mega Natural Gas Corp*. Howell also sits or has sats on various boards of energy related companies, including *Energy Harbor Corp, TexGen Power LLC, Atlantic Power Corp., Homer City Holdings LLC, Illinois Power Generating Company, Sunnova Energy Inc, Entrust Energy Inc. and Nanosolar Inc.*

4. The industry-related capabilities and experience that I have are critical to the Committee's chapter 11 strategy. As an experienced professional in the energy field, I believe I

fulfill a critical need that complements the services offered by the Committee's other restructuring professionals.

### **SCOPE OF SERVICES**

5. As set forth in the Ducera Retention Application, the Committee seeks to retain Ducera as its investment advisor to, among other things, advise the Committee on maximizing value of the Debtors' estates 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 (such services, as further described in the Ducera Retention Application, the "Ducera Services"). I will work with Ducera to provide industry expertise and provide direct insight to Ducera in connection with certain industry information and assumptions that will be relied on by Ducera in connection with providing the Ducera Services. Specifically, I will perform the following services, among other things:

- (a) familiarize myself with the Debtors' business, operations, financial condition and capital structure;
- (b) assist Ducera in connection with assessing information and inputs in connection with the Ducera Services;
- (c) assist the Committee and its professionals, including Ducera, in assessing the Debtors' liquidity and uses of liquidity and with identifying potential sources of financing in connection with future transactions;
- (d) assist the Committee and its professionals, including Ducera, in evaluating various restructuring scenarios, strategic alternatives and/or turnaround strategies;
- (e) assist the Committee and its professionals, including Ducera, in general diligence related to the Ducera Services and these Chapter 11 Cases;
- (f) assist the Committee and/or participate in negotiations with the Debtors and entities or groups in connection with these Chapter 11 Cases;
- (g) provide expert testimony, as requested from time to time by the Committee, regarding any of the matters to which I am providing services; and

- (h) provide such other industry consultant services as may be agreed upon by me and the Committee.

### **PROFESSIONAL COMPENSATION**

6. In consideration of the services to be provided by me to the Committee, the Committee requests that Howell be paid the following compensation: (the “Fee and Expense Structure”):

- (a) **Monthly Advisory Fee:** A nonrefundable monthly cash fee of \$17,500, 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<sup>3</sup> or (2) the termination of Howell’s services.
- (b) **Restructuring Fee:** A restructuring fee of \$425,000, due and payable upon consummation of any Restructuring (the “Restructuring Fee”).<sup>4</sup>
- (c) **Discount:** The Debtors shall receive a discount of \$8,750 per month against the Restructuring Fee for each month commencing after payment of the third (3<sup>rd</sup>) full Monthly Advisory Fee (the “Howell Discount”); *provided, however*, that the

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<sup>3</sup> The term “Restructuring” is as defined in the Ducera Retention Application: “[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.”

<sup>4</sup> For purposes herein, “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]).”

Howell 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 Howell Discount.

- (d) ***Expenses and Payments:*** The Debtors shall upon request to promptly reimburse Howell 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 Howell's external legal counsel and other expenses incurred in performing Howell's services hereunder during its engagement.
- (e) The Committee and Howell 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 Debtors, the Committee and Howell agree to negotiate in good faith a reasonable scope of services and fee structure in connection with any such further services provided by Howell, depending on the size, scope and nature of the services to be provided.

7. I believe that the Fee and Expense Structure set forth herein and the Indemnification Provisions set forth in the Application are appropriate in light of the services to be provided by me and that it is designed to compensate me fairly for my work and to cover customary expenses.

8. Other than as set forth in the Application or herein, there is no proposed arrangement between the Committee and myself for compensation to be paid in these Chapter 11 Cases. I have 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**

9. My 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. I understands that the Committee has retained and may retain additional professionals during the

term of the engagement and the Committee understands that I will work cooperatively with such professionals, including Ducera, to integrate any respective work conducted by the professionals on behalf of the Committee.

10. 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 me as an Industry Consultant. The Committee expects that I will work closely with Ducera 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 Committee professionals. Furthermore, I understand that the Committee will use reasonable efforts to direct the services that myself and Ducera will be providing in order to avoid unnecessary duplication of services.

#### **RECORD KEEPING AND APPLICATIONS FOR COMPENSATION**

11. I 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 my general practice to keep detailed time records similar to those customarily kept by attorneys; (b) I do not ordinarily keep time records; and (c) my compensation is based primarily on a fixed Monthly Advisory Fee and the Restructuring Fee, if any, I respectfully requests that I be excused from such timekeeping and information requirements as may be required under the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, other applicable procedures and orders of the Court or U.S. Trustee guidelines.

#### **NO ADVERSE INTEREST**

12. In connection with my proposed retention by the Committee, I undertook to determine whether I had any conflicts or other relationships that might cause me not to be

disinterested, or to hold or represent an interest adverse to the Debtors' estates. The Committee provided me with a list of potentially interested parties in these Chapter 11 Cases (collectively, the "Potential Parties in Interest"), a copy of which is attached hereto as Schedule 1.

13. After reviewing the Potential Parties in Interest listed on Schedule 1 I have ascertained that, upon information and belief, that I:

- (a) am not a creditor of the Debtors or an equity security holder of the Debtors;
- (b) am not and have not been, within two (2) years before the date of filing of the petition a director, officer or employee of the Debtors;
- (c) do 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) am not an insider of the Debtors as the term is defined in Bankruptcy Code section 101(14).

14. To the best of my knowledge, I do not have any connection with, hold or represent any interest adverse to the Debtors, their estates or the Potential Parties in Interest. In addition, I make the following disclosures with respect to a review of the Potential Parties in interest:

- I have been in the past been, and likely will be in the future be, engaged in matters unrelated to the Debtors or these Chapter 11 Cases in which I work with, or in opposition to, other professionals involved in these Chapter 11 Cases.
- Acquiom Agency Services LLC is the servicer of a holdback arrangement, in which it is servicing a holdback arrangement in which I still have a small holdback on equity that is expected to settle prior to year end. This matter is wholly unrelated to the Debtors and these Chapter 11 Cases.

15. Given the number of Potential Parties in Interest in these Chapter 11 Cases, and despite my efforts to identify and disclose my relationships with Potential Parties in Interest in these Chapter 11 Cases, I am unable to state with certainty that every client relationship or other connection has been disclosed in this Declaration. If any new material relevant facts or

relationships are discovered or arise that require additional disclosure, I will promptly file a supplemental declaration.

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

17. 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/ Kevin T. Howell  
Name: Kevin T. Howell

**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

DUCERA PARTNERS LLC  
HIRSCHLER FLEISCHER PC

**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 PEPPEL 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

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DENISE WILLIAMS  
DIANA MOREHEAD  
HEATHER BERRY  
JAMES CUMMINGS  
JENNIFER HINKLE  
JOSHUA RICHARDS  
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JUDGE FRANK J. SANTORO  
JUDGE KEITH L. PHILLIPS  
JUDGE KEVIN R. HUENNEKENS  
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PEGGY RINTYE  
RACHEL GREENLEAF  
SHARON MCCARTHY  
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MICHAEL T. FREEMAN  
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NISHA R. PATEL  
PEGGY T. FLINCHUM  
ROBERT W. OURS  
SARA KATHRYN MAYSON  
SHANNON F. PECORARO  
SHANNON M. TINGLE  
SHERYL D. WILSON

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

CAL INVESTMENTS LLC  
CONVEYOR ENGINEERING &  
MANUFACTURING

OAK RIDGE INDUSTRIES LLC  
UNDERWOOD FIRE EQUIPMENT INC

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

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

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

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

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

AMERICAN INDUSTRIAL PARTNERS  
BOSTON MANAGEMENT AND  
RESEARCH

MONARCH ALTERNATIVE CAPITAL  
LP  
OAKTREE CAPITAL MANAGEMENT,  
LP

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

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