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

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

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

**DEBTORS’ APPLICATION TO EMPLOY AND RETAIN  
 ALVAREZ & MARSAL NORTH AMERICA, LLC AS FINANCIAL ADVISORS  
 TO DEBTORS AND DEBTORS IN POSSESSION PURSUANT TO SECTIONS 327(a)  
 AND 328 OF THE BANKRUPTCY CODE EFFECTIVE AS OF THE PETITION DATE**

The above-captioned debtors and debtors in possession (collectively, the “*Debtors*”) hereby move for entry of an order pursuant to sections 327(a) and 328 of title 11 of the United States Code (the “*Bankruptcy Code*”), authorizing the employment and retention of Alvarez & Marsal North America, LLC, together with employees of its affiliates (all of which are wholly owned by its parent company and employees), its wholly owned subsidiaries, and independent contractors (collectively,

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



“**A&M**”) to serve as financial advisors to the Debtors (the “**Application**”), effective as of the date of filing of these chapter 11 cases (the “**Petition Date**”). In support of the Application, the Debtors respectfully state as follows:

**Jurisdiction**

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

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

3. The statutory predicates for the relief requested herein are sections 327(a), 328, 330, 331, and 1107(b) of the Bankruptcy Code, as supplemented by Bankruptcy Rules 2014 and 2016.

**Relief Requested**

4. By this Application, the Debtors seek to employ and retain A&M as their financial advisors, pursuant to sections 327(a) and 328 of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, to perform the services set forth more fully herein, effective as of the Petition Date.

**Retention of A&M**

5. In consideration of the size and complexity of their businesses, as well as the exigencies of the circumstances, the Debtors have determined that the services of experienced financial advisors will substantially enhance their attempts to maximize the value of their estates.

A&M is well qualified to provide these services in light of their extensive knowledge and expertise with respect to chapter 11 proceedings.

6. A&M specializes in interim management, crisis management, turnaround consulting, operational due diligence, creditor advisory services, and financial and operational restructuring. A&M's debtor advisory services have included a wide range of activities targeted at stabilizing and improving a company's financial position, including developing or validating forecasts, business plans and related assessments of a business's strategic position; monitoring and managing cash, cash flow and supplier relationships; assessing and recommending cost reduction strategies; and designing and negotiating financial restructuring packages.

7. In addition, A&M is familiar with the Debtors' businesses, financial affairs, and capital structure. Since the firm's initial engagement on June 19, 2023, the A&M personnel providing services to the Debtors (the "*A&M Professionals*") have worked closely with the Debtors' management and other professionals in assisting with the myriad requirements of these chapter 11 cases. Consequently, the Debtors believe that A&M has developed significant relevant experience and expertise regarding the Debtors and the unique circumstances of this case. For these reasons, A&M is both well qualified and uniquely suited to deal effectively and efficiently with matters that may arise in the context of these cases. Accordingly, the Debtors submit that the retention of A&M on the terms and conditions set forth herein is necessary and appropriate, is in the best interests of the Debtors' estates, creditors, and all other parties in interest, and should be granted in all respects.

#### **Scope of Services**

8. The Debtors' prepetition engagement letter, as amended and modified to date, (the "*Engagement Letter*") with A&M is attached hereto as **Exhibit A-1** and **Exhibit A-2**, the

terms of which shall govern the Debtors' retention of A&M except as explicitly set forth herein or in any order granting this Application.

9. It is our understanding that the Debtors have chosen Lazard Frères & Co. LLC ("*Lazard*") to act as its investment banker. A&M will work closely with Lazard to prevent any duplication of efforts in the course of advising the Debtors.

10. Among other things, A&M will provide assistance to the Debtors with respect to management of the overall restructuring process, the development of ongoing business and financial plans and supporting restructuring negotiations among the debtors, their advisors and their creditors with respect to an overall exit strategy for their chapter 11 cases.

11. A&M will provide such restructuring support services as A&M and the Debtors shall deem appropriate and feasible in order to manage and advise the Debtors in the course of these chapter 11 cases, including, but not limited to:

- (a) assistance in preparation and evaluation of the Debtors business plan and cash flow forecast;
- (b) assistance to the Debtors in the preparation of financial-related disclosures required by the Court, including the Debtors' Schedules of Assets and Liabilities, Statements of Financial Affairs and Monthly Operating Reports and SEC Reports;
- (c) advisory assistance executing accounts payable cutoff across internal system(s) and processes;
- (d) assistance in the identification and implementation of cost reduction and operations improvement opportunities;
- (e) assistance to the Debtors with information and analyses required pursuant to the Debtors' debtor-in-possession ("*DIP*") financing;
- (f) assistance with financial and liquidity forecasting and management, including, but not limited to the management of a 13-week cash flow and liquidity forecast;
- (g) assistance with the identification and implementation of short-term cash management procedures;
- (h) assistance in connection with the development and implementation of key employee compensation and other critical employee benefit programs;
- (i) assistance with the analysis related to assumption and rejection of executory contracts;



- (j) assistance in the preparation of information for distribution to creditors in response to information requests;
- (k) attendance at meetings and assistance in discussions with case constituents, as requested;
- (l) assistance with claims reconciliations and negotiations, as necessary;
- (m) assistance with fresh start accounting and various tax-related matters;
- (n) assistance in preparation of information and analysis in support of Debtors' plan of reorganization and disclosure statement;
- (o) assistance in the evaluation and analysis of avoidance actions;
- (p) to the extent applicable, providing testimony, as necessary, with respect to matters on which A&M has been engaged, in any proceedings under the United States Bankruptcy Code, any similar judicial proceedings, or any related mediation, arbitration, or other process; and
- (q) rendering other assistance as Debtors' management or counsel may deem necessary consistent with the role of a financial advisor to the extent that it would not be duplicative of services provided by other professionals in this proceeding.

**A&M's Disinterestedness**

12. To the best of the Debtors' knowledge, information, and belief, other than as set forth in the Declaration of Mark Rajceвич (the "*Rajceвич Declaration*"), annexed hereto as **Exhibit B**, A&M: (a) has no connection with the Debtors, their creditors, other parties in interest, or the attorneys or accountants of any of the foregoing, or the United States Trustee or any person employed in the Office of the United States Trustee; (b) does not hold any interest adverse to the Debtors' estates; and (c) believes it is a "disinterested person" as defined by section 101(14) of the Bankruptcy Code.

13. Accordingly, the Debtors believe that A&M is "disinterested" as such term is defined in section 101(14) of the Bankruptcy Code.

14. In addition, as set forth in the Rajceвич Declaration, if any new material facts or relationships are discovered or arise, A&M will provide the Court with a supplemental declaration.

**Terms of Retention**

15. Subject to approval by the Court, the Debtors propose to employ and retain A&M to serve as the Debtors’ financial advisor on the terms and conditions set forth in the Engagement Letter.

16. Compensation. In accordance with the terms of the Engagement Letter, A&M will be paid by the Debtors for the services of the A&M Professionals at their customary hourly billing rates which shall be subject to the following ranges:

<b>Restructuring</b>	<b>Hourly Billing Rate</b>
Managing Directors	\$1,075 to \$1,525
Directors	\$825 to \$1,075
Associates	\$625 to \$825
Analysts	\$425 to \$625

\* A&M raised its hourly billing rates for 2024, effective January 1, 2024. The hourly billing rates noted in the table above are the effective hourly billing rates for 2024.

Such rates and ranges shall be subject to adjustment annually at such time as A&M adjusts its rates generally.

17. In addition, A&M will be reimbursed for the reasonable out-of-pocket expenses of the A&M Professionals incurred in connection with this assignment, such as travel, lodging, third party duplications, messenger and telephone charges. In addition, A&M shall be reimbursed for the reasonable fees and expenses of its counsel incurred in connection with the preparation and approval of this Application. All fees and expenses due to A&M will be billed in accordance with any interim compensation orders entered by this Court, and the relevant sections of the Bankruptcy Code, Bankruptcy Rules and local rules of this Court.

18. Indemnification. As a material part of the consideration for which the A&M Professionals have agreed to provide the services described herein, the Debtors have agreed to the indemnification provisions in paragraph 10 of the Engagement Letter.

**Fees**

19. The Debtors understand that A&M intends to apply to the Court for allowance of compensation and reimbursement of expenses for its financial advisory services in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, corresponding Local Rules, orders of this Court and guidelines established by the United States Trustee.

20. A&M received \$935,000 as a retainer in connection with preparing for and conducting the filing of these chapter 11 cases, as described in the Engagement Letter. In the 90 days prior to the Petition Date, A&M received retainers and payments totaling \$15,871,182 in the aggregate for services performed for the Debtors. A&M has applied these funds to amounts due for services rendered and expenses incurred prior to the Petition Date. A precise disclosure of the amounts or credits held, if any, as of the Petition Date will be provided in A&M's first interim fee application for postpetition services and expenses to be rendered or incurred for or on behalf of the Debtors. The unapplied residual retainer, which is estimated to total approximately \$684,265.86, will not be segregated by A&M in a separate account, and will be held until the end of these chapter 11 cases and applied to A&M's finally approved fees in these proceedings.

21. Given the numerous issues that A&M may be required to address in the performance of their services, A&M's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for such services for engagements of this nature in an out-of-court context, as well as in chapter 11, the Debtors submit that the fee arrangements set forth herein are reasonable under the standards set forth in section 328(a) of the Bankruptcy Code.

**Applicable Authority**

22. The Debtors submit that the retention of A&M under the terms described herein is appropriate under sections 327(a), 328, and 1107(b) of the Bankruptcy Code. Section 327(a) of the Bankruptcy Code empowers the trustee, with the Court’s approval, to employ professionals “that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee’s duties under this title.” 11 U.S.C. § 327(a).

Section 101(14) of the Bankruptcy Code defines a “disinterested person” as a person that:

- (a) is not a creditor, an equity security holder, or an insider;
- (b) is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the debtor; and
- (c) does not have an interest materially adverse to the interest of the estate 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 debtor, or for any other reason.

11 U.S.C. § 101(14).

23. Further, section 1107(b) of the Bankruptcy Code provides that “a person is not disqualified for employment under section 327 of this title by a debtor in possession solely because of such person’s employment by or representation of the debtor before the commencement of the case.” 11 U.S.C. § 1107(b). A&M’s prepetition relationship with Debtors is therefore not an impediment to A&M’s retention as Debtors’ postpetition financial advisor.

24. Section 328(a) of the Bankruptcy Code authorizes the employment of a professional person “on any reasonable terms and conditions of employment, including on a retainer.” 11 U.S.C. § 328(a). Debtors submit that the terms and conditions of A&M’s retention as described herein, including the proposed compensation and indemnification terms, are reasonable and in keeping with the terms and conditions typical for engagements of this size and character. Since Debtors will require substantial assistance with the reorganization process, it is reasonable for

Debtors to seek to employ and retain A&M to serve as its financial advisor on the terms and conditions set forth herein.

**Notice**

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

**No Prior Request**

26. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as **Exhibit C**, and grant them such other and further relief as the Court deems just and proper.

Richmond, Virginia  
Dated: March 27, 2024

/s/ Jeremy S. Williams

**KUTAK ROCK LLP**

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

**EXHIBIT A-1**

**Copy of Executed Prepetition Engagement Letter**



Alvarez & Marsal North America, LLC  
700 Louisiana Street, Suite 3300  
Houston, TX 77002  
Phone: +1 713 571 2400  
Fax: +1 713 547 3697

June 19, 2023

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

Dear Mr. Paral:

This letter confirms and sets forth the terms and conditions of the engagement between Alvarez & Marsal North America, LLC (“A&M”) and Enviva Inc. and its subsidiaries and their respective assigns and successors (jointly and severally, the “Company”), including the scope of the services to be performed and the basis of compensation for those services. Upon execution of this letter by each of the parties below and receipt of the retainer described below, this letter will constitute an agreement between the Company and A&M (the “Agreement”).

A&M is being retained to assist the Company and the Company’s General Counsel and Vinson & Elkins LLP (“V&E”), the Company’s outside counsel, in connection with legal advice the General Counsel and V&E are providing to the Company, in various matters including in anticipation of and preparation for a possible dispute, litigation, or investigation related to the Company’s May 3, 2023 press release announcing, among other things, updated 2023 guidance and a change to its capital allocation priorities. A&M understands that this engagement, our communications with you and the Company, and our work are confidential and are subject to the attorney-client privilege, the attorney work product doctrine/privilege, and all other applicable privileges and protections to the fullest extent permitted by law.

1. Description of Services

- (a) A&M shall provide consulting services to the Company at the direction of the Company’s Chief Executive Officer and General Counsel (the “Responsible Officer(s)”) as well as V&E and the Company’s Board of Directors (“Board”) in connection with its efforts in seeking to improve the Company’s financial and operating



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performance and compliance with applicable regulations. It is anticipated that A&M's activities shall include the following:

- a. Liquidity management and cash flow forecasting:
  - i. Continued assistance with assessment of the Company's existing cash flow forecasting and liquidity management process and related forecasts;
  - ii. assistance in development of weekly cash forecast based on plant/port level detail and other operational inputs;
  - iii. assistance in weekly cash actualization and variance reporting; and
  - iv. assistance in the preparation of materials for weekly cash management meetings
- b. Business plan and financial modeling:
  - i. Continued assistance with assessment of the Company's existing business plan processes and related forecasts;
  - ii. assistance in the development of a 3-statement financial model;
  - iii. assistance in designing an effective and efficient end-to-end process and organization
- c. Dashboards /management reporting:
  - i. assistance in the development of financial performance dashboards and reporting processes; and
  - ii. assistance in developing summarized dashboards for specific stakeholders (1) Board of Directors, (2) Executive Management and (3) Finance Team
- d. Program management:
  - i. assistance with periodic project management reporting;
- e. Report to the Board as desired or directed by the Responsible Officer(s); and
- f. Other activities as are approved by you, the Responsible Officer(s) or the Board and agreed to by A&M.

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In rendering its services to the Company, A&M will report directly to the Responsible Officer(s), V&E and the Board and will make recommendations to and consult with the Responsible Officer(s) and other senior officers as the Responsible Officer(s) or the Board direct. A&M understands that the 13-week cash flow forecasting model, 3-statement financial model, and dashboards are key deliverables which Enviva expects A&M to complete within the approximately 7-week estimated duration of the services to be provided hereunder.

- (b) In connection with the services to be provided hereunder, from time to time A&M may utilize the services of employees of its affiliates, subsidiaries, and independent contractors. Such affiliates are wholly owned by A&M's parent company and employees.

A&M personnel providing services to the Company may also work with other A&M clients in conjunction with unrelated matters.

## 2. Information Provided by the Company and Forward Looking Statements

The Company shall use all reasonable efforts to: (i) provide A&M with access to management and other representatives of the Company; and (ii) to furnish all data, material, and other information concerning the business, assets, liabilities, operations, cash flows, properties, financial condition and prospects of the Company that A&M reasonably request in connection with the services to be provided to the Company. A&M shall rely, without further independent verification, on the accuracy and completeness of all publicly available information and information that is furnished by or on behalf of the Company and otherwise reviewed by A&M in connection with the services performed for the Company. The Company acknowledges and agrees that A&M is not responsible for the accuracy or completeness of such information and shall not be responsible for any inaccuracies or omissions therein. A&M is under no obligation to update data submitted to it or to review any other areas unless specifically requested by the Board to do so.

You understand that the services to be rendered by A&M may include the preparation of projections and other forward-looking statements, and numerous factors can affect the actual results of the Company's operations, which may materially and adversely differ from those projections. In addition, A&M will be relying on information provided by the Company in the preparation of those projections and other forward-looking statements.

## 3. Limitation of Duties

A&M makes no representation or guarantee that, inter alia, (i) an appropriate cost reduction or operational improvement alternative can be formulated for the Company (ii) any cost reduction or operational improvement proposal or strategic alternative presented to the Company's management or the Board or Responsible Officer(s) will be



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more successful than all other possible alternatives, (iii) cost reduction or operational improvement is the best course of action for the Company or (iv) if formulated, that any proposed cost reduction or operational improvement plan or strategic alternative will be accepted by any of the Company's key constituents. Further, A&M does not assume any responsibility for the Company's decision to pursue, or not pursue any business strategy, or to effect, or not to effect any potential cost reduction or operational improvement alternative. A&M shall be responsible for assistance with the implementation only of the cost reduction or operational improvement alternatives approved by the Board or Responsible Officer(s) and only to the extent and in the manner authorized by and directed by the Board or Responsible Officer(s) and agreed to by A&M.

Depending on future developments the spread of the Coronavirus has the potential to affect the services provided under this Agreement. Travel, work place and mobility restrictions (to include measures reasonably mandated by A&M with respect to its employees and personnel) may restrict travel to the Company and other work sites as well as limit access to facilities, infrastructure, information and personnel of A&M, the Company or others. Such circumstances may adversely affect the timetable or content of A&M's deliverables and completion of the scope of services included in this Agreement. A&M will discuss with the Company if A&M believes that the services may be impacted in this way. The Company accepts and acknowledges that A&M employees and personnel may attend at the Company's locations or physically interact with the Company's employees and personnel in connection with the services, unless A&M or the Company decide that this should not be the case.

#### 4. Compensation

- (a) During the course of this engagement, A&M shall receive a weekly fee at the rate of \$360,000 per week, which fee shall be invoiced and paid weekly.

Fees are based upon agreed A&M workload and support levels and will be assessed periodically through the engagement. Any adjustment will be agreed between the Company Responsible Officer and A&M.

- (b) In addition, A&M will be reimbursed for its reasonable and documented, out-of-pocket expenses incurred in connection with this assignment, such as travel, lodging, and meals on preapproved travel. All fees and expenses will be billed on a weekly basis, or at A&M's discretion, more frequently. Invoices are payable upon receipt. The Company shall promptly remit to A&M a retainer in the amount of \$360,000 (the "Retainer") which shall be credited against any amounts due at the termination of this engagement and returned upon the satisfaction of all obligations hereunder. The Retainer will be held in a segregated non-interest-bearing account (which may hold other A&M and A&M affiliate client retainers), separate from the general account to which A&M will direct payment of ongoing fees and expenses. Absent your agreement to the contrary, A&M may only draw on the Retainer (or a portion thereof) in order to apply to invoices that are due and payable or other amounts due

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under this Agreement or as the Company may otherwise agree and Company will be informed of such application of the Retainer. The Retainer will be decreased on a dollar-for-dollar basis with any reduction in weekly fees hereunder as agreed upon between A&M and the Company. If a Retainer is to be decreased, the foregoing shall apply.

- (c) Please be advised that A&M's professionals normally charge the following hourly rates:

Managing Directors	\$1,025-1,375
Directors	\$775-975
Analysts/Associates	\$425-775

Such rates shall be subject to adjustment annually at such time as A&M adjusts its rates generally.

Should the Company and A&M agree to transition from the current weekly fixed fee compensation structure specified in paragraph 4(a) to an hourly rate structure, then the above hourly rates shall apply.

5. Term

- (a) This Agreement will apply from the commencement of the Services referred to in Section 1 through the completion of the Services; provided that this Agreement may be terminated with immediate effect by either party without cause by written notice to the other party.
- (b) A&M normally does not withdraw from an engagement unless the Company misrepresents or fails to disclose material facts, fails to pay fees or expenses, or makes it unethical or unreasonably difficult for A&M to continue performance of the engagement, or other just cause exists.
- (c) On termination of the Agreement, any fees and expenses due to A&M shall be remitted promptly (including fees and expenses that accrued prior to but are invoiced subsequent to such termination).
- (d) The provisions of this Agreement that give the parties rights or obligations beyond its termination shall survive and continue to bind the parties.

6. Relationship of the Parties

The parties intend that an independent contractor relationship will be created by this engagement letter. Neither A&M nor any of its personnel or agents is to be considered an employee or agent of the Company and the personnel and agents of A&M are not entitled to any of the benefits that the Company provides for the Company employees. The Company acknowledges and agrees that A&M's engagement shall not constitute an



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audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of the AICPA, SEC or other state or national professional or regulatory body.

7. No Third Party Beneficiary

The Company acknowledges that all advice (written or oral) provided by A&M to the Company in connection with this engagement is intended solely for the benefit and use of the Company (limited to its Board and management) in considering the matters to which this engagement relates. The Company agrees that no such advice shall be used for any other purpose or reproduced, disseminated, quoted or referred to at any time in any manner or for any purpose other than accomplishing the tasks referred to herein without A&M's prior approval (which shall not be unreasonably withheld), except as required by law.

8. Conflicts

A&M is not currently aware of any relationship that would create a conflict of interest with the Company or those parties-in-interest of which you have made us aware. Because A&M and its affiliates and subsidiaries comprise a consulting firm (the "Firm") that serves clients on a global basis in numerous cases, both in and out of court, it is possible that the Firm may have rendered or will render services to or have business associations with other entities or people which had or have or may have relationships with the Company. The Firm will not be prevented or restricted by virtue of providing the services under this Agreement from providing services to other entities or individuals, including entities or individuals whose interests may be in competition or conflict with the Company's, provided the Firm makes appropriate arrangements to ensure that the confidentiality of information is maintained.

Each of the entities comprising the definition of Company (each, a "Company Entity") acknowledges and agrees that the services being provided hereunder are being provided on behalf of each of them and each of them hereby waives any and all conflicts of interest that may arise on account of the services being provided on behalf of any other Company Entity. Each Company Entity represents that it has taken all corporate action necessary and is authorized to waive such potential conflicts of interest.

9. Confidentiality/ Non-Solicitation

A&M shall keep as confidential all non-public information received from the Company in conjunction with this engagement, except: (i) as requested by the Company or its legal counsel; (ii) as required by legal proceedings or (iii) as reasonably required in the performance of this engagement. All obligations as to non-disclosure shall cease as to any part of such information to the extent that such information is or becomes public other than as a result of a breach of this provision.

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Company agrees that, until eighteen months subsequent to the termination of this Agreement, it will not (i) solicit, recruit, hire or otherwise engage for employment or engagement at the Company any employee of A&M or its affiliates who worked on this engagement while employed by A&M or its affiliates and who are listed on Appendix A hereto ("A&M Solicited Person"); or (ii) refer any A&M Solicited Person for employment or other engagement by the Company's affiliates. Should the Company breach this section, A&M shall be entitled, as A&M's sole and exclusive remedy for such breach, to a fee from the Company equal to the A&M Solicited Person's hourly client billing rate at the time of the offer multiplied by 4,000 hours for a Managing Director, 3,000 hours for a Senior Director and 2,000 hours for any other A&M employee. The fee shall be payable at the time of the A&M Solicited Person's acceptance of employment or engagement.

A&M agrees that, until eighteen months subsequent to the termination of this Agreement, it will not (i) solicit, recruit, hire or otherwise engage for employment or engagement at A&M any employee of Company or its affiliates who worked on such engagement while employed by Company or its affiliates and who are listed on Appendix A hereto ("Company Solicited Person"); or (ii) refer any Company Solicited Person for employment or other engagement by an A&M affiliate. Should A&M breach this section, the Company shall be entitled, as Company's sole and exclusive remedy for such breach, to a fee from A&M equal to the Company Solicited Person's annual base salary (excluding bonus). The fee shall be payable at the time of the Company Solicited Person's acceptance of employment or engagement.

The parties agree that to the extent personnel are added to the engagement after the commencement date, A&M or the Company may amend Appendix A by written notice (including email) to A&M or the Company, as applicable, to add such personnel as Solicited Persons or Company Solicited Persons).

#### 10. Indemnification and Limitations on Liability

The attached indemnification and limitation on liability agreement is incorporated herein by reference and shall be executed upon the acceptance of this Agreement. Termination of this engagement shall not affect these indemnification and limitation on liability provisions, which shall remain in full force and effect.

#### 11. Joint and Several Liability

Each Company Entity hereby acknowledges and agrees that they are each jointly and severally liable to A&M and its affiliates for all of the Company's representations, warranties, covenants, liabilities and obligations set forth in the Agreement. Any beneficiary of this agreement may seek to enforce any of its rights and remedies



Enviva  
June 19, 2023

hereunder against any or all Company Entities in any order at any time in its sole discretion.

12. Privacy and Data Protection.

In the provision of Services under this Agreement, A&M may collect, access, process, store, or transfer Company Personal Data (as defined below). A&M and Company shall each comply with all Data Protection Laws (as defined below) directly applicable to their respective processing of Company Personal Data. A&M shall implement and maintain appropriate physical, technical, and organizational safeguards reasonably designed to protect the security of Company Personal Data. A&M shall notify Company without undue delay (within 72 hours) of becoming aware of any Personal Data Breach (as defined below) affecting Company Personal Data. Company is responsible for providing notices to, and obtaining consents from, any individuals whose Personal Data will be processed by A&M as part of the Services, to the extent any such notice and/or consent is required under applicable Data Protection Laws; and, for responding to any personal data access, deletion, and/or similar requests made under applicable Data Protection Laws. Company shall use reasonable efforts, where able, to limit the Company Personal Data that it provides or makes available to A&M to only information that is necessary for A&M's performance of the Services, including by removing and/or de-identifying datasets where feasible. Company is responsible for determining the requirements of Data Protection Laws applicable to its business, and for providing A&M with any instructions that A&M must comply with in order for Company to satisfy its own regulatory obligations. If Company's transfer of Company Personal Data to A&M would be prohibited by General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR") or other Data Protection Laws in the absence of an adequacy decision, standard contractual clauses, or other permitted transfer mechanism, Company shall be responsible for ensuring that appropriate safeguards are in place including, where applicable, by entering into appropriate standard contractual clauses with A&M. Company acknowledges that A&M may, where relevant to the Services, transfer Company Personal Data to third parties, including, but not limited to, other agents and professionals of the Company acting within this matter (i.e., the Company's counsel, other advisors or agents) as well as, at Company's direction, other Company constituents; and, that A&M's transfer of such data directly to third parties (rather than by the Company to a third party) is for the Company's convenience and such transfers shall always be deemed to be on the Company's behalf.

As used herein, "Data Protection Laws" means all laws, rules and regulations pertaining to the privacy and security of Personal Data; "Personal Data" means all "personal data", "personal information", "personally identifiable information" and similarly defined terms under Data Protection Laws directly applicable to Company and/or A&M in connection with A&M's performance of the Services, or where no such laws apply, any information that identifies or relates to an identified individual; "Company Personal Data" means any Personal Data (in respect of Company (e.g., its own workforce) or any third-party (e.g., target entity, creditor, supplier, etc.) that Company provides or makes available to A&M (e.g., through a data room) in connection with A&M's performance

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of the Services, but excludes contact details of Company personnel that A&M processes in order to manage the business relationship with Company; and, "Personal Data Breach" means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data

### 13. Miscellaneous

This Agreement (together with the attached indemnity provisions), including, without limitation, the construction and interpretation thereof and all claims, controversies and disputes arising under or relating thereto, shall be governed and construed in accordance with the laws of the State of New York, without regard to principles of conflict of law that would defer to the laws of another jurisdiction. The Company and A&M agree to waive trial by jury in any action, proceeding or counterclaim brought by or on behalf of the parties hereto with respect to any matter relating to or arising out of the engagement or the performance or non-performance of A&M hereunder. The Company and A&M agree, to the extent permitted by applicable law, that any Federal Court sitting within the Southern District of New York shall have exclusive jurisdiction over any litigation arising out of this Agreement; to submit to the personal jurisdiction of the Courts of the United States District Court for the Southern District of New York; and to waive any and all personal rights under the law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue within the State of New York for any litigation arising in connection with this Agreement.

This Agreement shall be binding upon A&M and the Company, their respective heirs, successors, and assignees, and any heir, successor, or assignee of a substantial portion of A&M's or the Company's respective businesses and/or assets, including any Chapter 11 Trustee. This Agreement incorporates the entire understanding of the parties with respect to the subject matter hereof and may not be amended or modified except in writing executed by the Company and A&M. The Company agrees that A&M may aggregate information provided by or on behalf of the Company during this engagement with information provided by or on behalf of others and use and disclose that information in de-identified form as part of research and advice, including, without limitation, benchmarking services. Notwithstanding anything herein to the contrary, A&M may not reference or list the Company's name and/or logo and/or a general description of the services in A&M's marketing materials, including, without limitation, on A&M's website without Company's prior written approval or upon the Company's public announcement of A&M's engagement.

If the foregoing is acceptable to you, kindly sign the enclosed copy to acknowledge your agreement with its terms.

Very truly yours,

Alvarez & Marsal North America, LLC

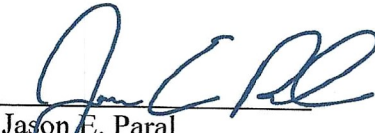


Enviva  
June 19, 2023

By:   
Mark Rajcevic  
Managing Director

Accepted and agreed:

Enviva Inc., on behalf of itself and its  
subsidiaries

By:   
Jason E. Paral  
Senior Vice President, General Counsel,  
and Secretary

Enviva  
June 19, 2023

**INDEMNIFICATION AND LIMITATION ON LIABILITY AGREEMENT**

This indemnification and limitation on liability agreement is made part of an agreement, dated June 19, 2023 (which together with any renewals, modifications or extensions thereof, is herein referred to as the "Agreement") by and between Alvarez & Marsal North America, LLC ("A&M") and Enviva, Inc. together with its subsidiaries (jointly and severally, the "Company"), for services to be rendered to the Company by A&M.

A. The Company agrees to indemnify and hold harmless each of A&M, its affiliates and their respective shareholders, members, managers, employees, agents, representatives and subcontractors (each, an "Indemnified Party" and collectively, the "Indemnified Parties") against any and all losses, claims, damages, liabilities, penalties, obligations and expenses, including the costs for counsel or others (including employees of A&M, based on their then current hourly billing rates) in investigating, preparing or defending any action or claim, whether or not in connection with litigation in which any Indemnified Party is a party, or enforcing the Agreement (including these indemnity provisions), as and when incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the Indemnified Parties' acceptance of or the performance or nonperformance of their obligations under the Agreement; provided, however, such indemnity shall not apply to any such loss, claim, damage, liability or expense to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from such Indemnified Party's gross negligence or willful misconduct. The Company also agrees that (a) no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company for or in connection with the engagement of A&M, except to the extent that any such liability for losses, claims, damages, liabilities or expenses are found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from such Indemnified Party's gross negligence or willful misconduct and (b) in no event will any Indemnified Party have any liability to the Company for special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity). The Company further agrees that it will not, without the prior consent of an Indemnified Party, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which such Indemnified Party seeks indemnification hereunder (whether or not such Indemnified Party is an actual party to such claim, action, suit or proceedings) unless such settlement, compromise or consent includes an unconditional release of such Indemnified Party from all liabilities arising out of such claim, action, suit or proceeding.

B. These indemnification provisions shall be in addition to any liability which the Company may otherwise have to the Indemnified Parties. In the event that, at any time whether before or after termination of the engagement or the Agreement, as a result of or in connection with the Agreement or A&M's and its personnel's role under the Agreement, A&M or any Indemnified Party is required to produce any of its personnel (including former employees) for examination, deposition or other written, recorded or oral presentation, or A&M or any of its personnel (including former employees) or any other Indemnified Party is required to produce or otherwise review, compile, submit, duplicate, search for, organize or report on any material within such Indemnified Party's possession or control pursuant to a subpoena or other legal



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(including administrative) process, the Company will reimburse the Indemnified Party for its reasonable and documented, out of pocket expenses, including the reasonable fees and expenses of its external counsel, and will compensate the Indemnified Party for the reasonable and documented time expended by its personnel based on such personnel's then current hourly rate.

C. If any action, proceeding or investigation is commenced to which any Indemnified Party proposes to demand indemnification hereunder, such Indemnified Party will notify the Company with reasonable promptness; provided, however, that any failure by such Indemnified Party to notify the Company will not relieve the Company from its obligations hereunder, except to the extent that such failure shall have actually prejudiced the defense of such action. The Company shall promptly pay expenses reasonably incurred by any Indemnified Party in defending, participating in, or settling any action, proceeding or investigation in which such Indemnified Party is a party or is threatened to be made a party or otherwise is participating in by reason of the engagement under the Agreement, upon submission of invoices therefor, whether in advance of the final disposition of such action, proceeding, or investigation or otherwise. Each Indemnified Party hereby undertakes, and the Company hereby accepts its undertaking, to repay any and all such amounts so advanced if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified therefor. If any such action, proceeding or investigation in which an Indemnified Party is a party is also against the Company, the Company may, in lieu of advancing the expenses of separate counsel for such Indemnified Party, provide such Indemnified Party with legal representation by the same counsel who represents the Company, provided such counsel is reasonably satisfactory to such Indemnified Party, at no cost to such Indemnified Party; provided, however, that if such counsel or counsel to the Indemnified Party shall determine that due to the existence of actual or potential conflicts of interest between such Indemnified Party and the Company such counsel is unable to represent both the Indemnified Party and the Company, then the Indemnified Party shall be entitled to use separate counsel of its own choice, and the Company shall promptly advance its reasonable expenses of such separate counsel upon submission of invoices therefor. Nothing herein shall prevent an Indemnified Party from using separate counsel of its own choice at its own expense. The Company will be liable for any settlement of any claim against an Indemnified Party made with the Company's written consent, which consent shall not be unreasonably withheld.

D. In order to provide for just and equitable contribution if a claim for indemnification pursuant to these indemnification provisions is made but it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that such indemnification may not be enforced in such case, even though the express provisions hereof provide for indemnification, then the relative fault of the Company, on the one hand, and the Indemnified Parties, on the other hand, in connection with the statements, acts or omissions which resulted in the losses, claims, damages, liabilities and costs giving rise to the indemnification claim and other relevant equitable considerations shall be considered; and further provided that in no event will the Indemnified Parties' aggregate contribution for all losses, claims, damages, liabilities and expenses with respect to which contribution is available hereunder exceed the amount of fees actually received by the Indemnified Parties pursuant to the Agreement. No person found liable for a fraudulent misrepresentation shall be entitled to contribution hereunder from any person who is not also found liable for such fraudulent misrepresentation.

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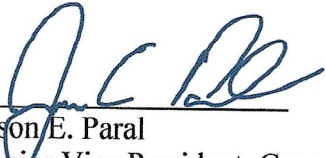
E. In the event the Company and A&M seek judicial approval for the assumption of the Agreement or authorization to enter into a new engagement agreement pursuant to either of which A&M would continue to be engaged by the Company, the Company shall promptly pay expenses reasonably incurred by the Indemnified Parties, including attorneys' fees and expenses, in connection with any motion, action or claim made either in support of or in opposition to any such retention or authorization, whether in advance of or following any judicial disposition of such motion, action or claim, promptly upon submission of invoices therefor and regardless of whether such retention or authorization is approved by any court. The Company will also promptly pay the Indemnified Parties for any expenses reasonably incurred by them, including attorneys' fees and expenses, in seeking payment of all amounts owed it under the Agreement (or any new engagement agreement) whether through submission of a fee application or in any other manner, without offset, recoupment or counterclaim, whether as a secured claim, an administrative expense claim, an unsecured claim, a prepetition claim or a postpetition claim.

F. Neither termination of the Agreement nor termination of A&M's engagement nor the filing of a petition under Chapter 7 or 11 of the United States Bankruptcy Code (nor the conversion of an existing case to one under a different chapter) shall affect these indemnification provisions, which shall hereafter remain operative and in full force and effect.

G. The rights provided herein shall not be deemed exclusive of any other rights to which the Indemnified Parties may be entitled under the certificate of incorporation or bylaws of the Company, any other agreements, any vote of stockholders or disinterested directors of the Company, any applicable law or otherwise.

Enviva Inc., on behalf of itself and its subsidiaries

Alvarez & Marsal North America, LLC

By:   
Jason E. Paral  
Senior Vice President, General Counsel,  
and Secretary

By:   
Mark Rajcevic  
Managing Director

Enviva  
June 19, 2023

Appendix A

A&M Solicited Persons

- Brett Bergamo
- J.V. Fernandes Ferreira
- Caleb Feste
- Mike Fink
- Lee Maginniss
- Julie McLaughlin
- Peter Mosley
- Mark Rajceovich
- David Shiffman
- Kevin Sohr
- Rachel Wood
- Fernando Zepeda

Company Solicited Persons

- Thomas Meth
- James Geraghty
- Jason Paral
- Kate Walsh
- Dan Bacon
- John-Paul Taylor
- John Keppler
- Wush Ma
- Kyle Meier
- Jennifer Chen
- Mason Dickey

**EXHIBIT A-2**

**Copy of Executed Amendment to Prepetition Engagement Letter**



August 29, 2023

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

Dear Mr. Paral:

This letter amends that certain engagement agreement between Alvarez & Marsal North America, LLC ("A&M") and Enviva Inc. and its subsidiaries and their respective assigns and successors (jointly and severally, the "Company"), effective as of June 19, 2023 (the "Engagement Agreement"). As of the date set forth above, this letter will constitute an agreement between the Company and A&M and will amend and supplement the Engagement Agreement in the following respects.

Section 1 shall be amended and replaced in its entirety with the following:

1. Description of Services

(a) A&M shall continue to provide consulting services to the Company at the direction of the Company's Chief Executive Officer and General Counsel (the "Responsible Officer(s)") as well as the Company's Board of Directors ("Board") in connection with its efforts in seeking to improve the Company's financial and operating performance. It is anticipated that A&M's activities shall include the following:

a. Liquidity management and cash flow forecasting:

- i. Continued assistance with assessment of the Company's existing cash flow forecasting and liquidity management process and related forecasts;
- ii. Assistance in the refinement of weekly cash forecast based on plant/port level detail and other operational inputs;
- iii. Assistance in weekly cash actualization and variance reporting; and
- iv. Assistance in the preparation of materials for weekly cash management meetings

b. Business plan:

- i. Assistance in development of short and long-term business plan and related financial projections;

- ii. Assistance in the development and preparation of scenario analyses;
  - iii. Assistance in the development of an accompanying business plan presentation; and
  - iv. Assistance in the development of analyses to support the financial projections and business plan presentation
- c. Dashboards / management reporting:
- i. Continued assistance in the preparation of financial performance dashboards and reporting processes
- d. Program management:
- i. Continued assistance in the preparation of periodic project management reporting
- e. Engagement with Lenders and Other Third Parties:
- i. Continued assistance and support of analyses and negotiations with RWE Supply and Trading GmbH ("RWE"); and
  - ii. Assistance in discussions and/or negotiations with and providing information to potential investors, as well as current or prospective lenders
- f. Report to the Board as desired or directed by the Responsible Officer(s); and
- g. Other activities as are approved by you, the Responsible Officer(s) or the Board and agreed to by A&M.

In rendering its services to the Company, A&M will report directly to the Responsible Officer(s) and the Board and will make recommendations to and consult with the Responsible Officer(s) and other senior officers as the Responsible Officer(s) or the Board direct.

- (b) In connection with the services to be provided hereunder, from time to time A&M may utilize the services of employees of its affiliates, subsidiaries, and independent contractors. Such affiliates are wholly owned by A&M's parent company and employees.

A&M personnel providing services to the Company may also work with other A&M clients in conjunction with unrelated matters.

Section 4 shall be amended and replaced in its entirety with the following:



4. Compensation

(a) A&M will receive fees based on the following hourly rates:

Managing Directors	\$1,025-1,375
Directors	\$775-975
Analysts/Associates	\$425-775

Such rates shall be subject to adjustment annually at such time as A&M adjusts its rates generally.

(b) In addition, A&M will be reimbursed for its reasonable and documented, out-of-pocket expenses incurred in connection with this assignment, such as travel, lodging, and meals on preapproved travel. All fees and expenses will be billed on a weekly basis, or at A&M's discretion, more frequently. Invoices are payable upon receipt.

(c) The Company shall promptly remit to A&M a retainer in the amount of \$575,000 (the "Retainer") which shall be credited against any amounts due at the termination of this engagement and returned upon the satisfaction of all obligations hereunder. The Retainer will be held in a segregated non-interest-bearing account (which may hold other A&M and A&M affiliate client retainers), separate from the general account to which A&M will direct payment of ongoing fees and expenses. Absent your agreement to the contrary, A&M may only draw on the Retainer (or a portion thereof) in order to apply to invoices that are due and payable or other amounts due under this Agreement or as the Company may otherwise agree and Company will be informed of such application of the Retainer. The Retainer will be decreased as agreed upon between A&M and the Company. If a Retainer is to be decreased, the foregoing shall apply.

All other provisions of the Engagement Agreement shall remain in full force and effect.

If the foregoing is acceptable to you, kindly sign the enclosed copy to acknowledge your agreement with its terms.

Very truly yours,

Alvarez & Marsal North America, LLC

By:   
Mark Rajceovich  
Managing Director

Accepted and agreed:

Enviva Inc.

on behalf of itself and its subsidiaries

By:

  
\_\_\_\_\_  
Jason Parra

General Counsel

Senior Vice President, General Counsel,  
and Secretary

**EXHIBIT B**

**Declaration of Mark Rajceвич**

**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 MARK RAJCEVICH IN SUPPORT  
OF DEBTORS’ APPLICATION TO EMPLOY AND RETAIN  
ALVAREZ & MARSAL NORTH AMERICA, LLC AS FINANCIAL ADVISORS  
TO DEBTORS AND DEBTORS IN POSSESSION PURSUANT TO SECTIONS 327(a)  
AND 328 OF THE BANKRUPTCY CODE EFFECTIVE AS OF THE PETITION DATE**

I, Mark Rajcevich, being duly sworn, hereby state as follows:

1. I am a Managing Director with Alvarez & Marsal North America, LLC (together with employees of its affiliates (all of which are wholly owned by its parent company and employees), its wholly owned subsidiaries, and independent contractors, “**A&M**”), a restructuring advisory services firm with numerous offices throughout the country. I submit this declaration on behalf of A&M (the “**Declaration**”) in support of the *Debtors’ Application to Employ and Retain Alvarez & Marsal North America, LLC as Financial Advisors to Debtors and Debtors in Possession Pursuant to Sections 327(a) and 328 of the Bankruptcy Code Effective as of the Petition Date* (the “**Application**”) on the terms and conditions set forth in the Application and the engagement letter between Debtors and A&M attached to the Application as **Exhibit A-1** and

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

**Exhibit A-2** (together, the “*Engagement Letter*”). Except as otherwise noted, I have personal knowledge of the matters set forth herein.<sup>2</sup>

**Disinterestedness and Eligibility**

2. A&M together with its affiliates (the “*Firm*”) utilize certain procedures (“*Firm Procedures*”) to determine the Firm’s relationships, if any, to parties that may have a connection to a client debtor. In implementing the Firm Procedures, the following actions were taken to identify parties that may have connections to the Debtors, and the Firm’s relationship with such parties:

- (a) A&M requested and obtained from the Debtors extensive lists of interested parties and significant creditors (the “*Potential Parties in Interest*”).<sup>3</sup> The list of Potential Parties in Interest which A&M reviewed is annexed hereto as **Schedule A**. The Potential Parties in Interest reviewed include, among others, the Debtors, prepetition lenders, officers, directors, the thirty (30) largest unsecured creditors of the Debtors (on a consolidated basis), significant customers and suppliers, parties holding ownership interests in the Debtors, significant counterparties to material agreements and significant litigation claimants.
- (b) A&M then compared the names of each of the Potential Parties in Interest to the names in its master electronic database of the Firm’s current and recent clients (the “*Client Database*”). The Client Database generally includes the name of each client of the Firm, the name of each party who is or was known to be adverse to the client of the Firm in connection with the matter in which the Firm is representing such client, the name of each party that has, or had, a substantial role with regard to the subject matter of the Firm’s retention, and the names of the Firm professionals who are, or were, primarily responsible for matters for such clients.
- (c) An email was issued to all Firm professionals requesting disclosure of information regarding: (i) any known personal connections between the respondent and/or the Firm on the one hand, and certain significant Potential Parties in Interest or the Debtors, on the other hand,<sup>4</sup> (ii) any known connections or representation by the

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<sup>2</sup> Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at A&M and are based on information provided by them.

<sup>3</sup> The list of Potential Parties in Interest is expected to be updated during these cases. A&M continues to review the relationships its attorneys may have with potentially interested parties and to determine whether any relationships other than those set forth herein exist. As may be necessary, A&M will supplement this Affidavit if it becomes aware of a relationship that may adversely affect A&M’s retention in these cases or discovers additional parties in interest through the filing of statements of financial affairs or statements under Rule 2019. A&M will update this disclosure if it is advised of any trading of claims against or interests in the Debtors that may relate to A&M’s retention or otherwise requires such disclosure.

<sup>4</sup> In reviewing its records and the relationships of its professionals, A&M did not seek information as to whether any A&M professional or member of his/her immediate family: (a) indirectly owns, through a public mutual fund or through partnerships in which certain A&M professionals have invested but as to which such professionals

respondent and/or the Firm of any of those Potential Parties in Interest in matters relating to the Debtors; and (iii) any other conflict or reason why A&M may be unable to represent the Debtors.

- (d) Known connections between former or recent clients of the Firm and the Potential Parties in Interest were compiled for purposes of preparing this Declaration. These connections are listed in **Schedule B** annexed hereto.

3. As a result of the Firm Procedures, I have thus far ascertained that, except as may be set forth herein, upon information and belief, if retained, A&M:

- (a) is not a creditor of the Debtors (including by reason of unpaid fees for prepetition services),<sup>5</sup> an equity security holder of the Debtors (except certain Firm employees may own de minimis amounts representing not more than 0.01% of the equity interests in the related entity, or an “insider” of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code);
- (b) is not, and has not been, within two years before the date of the filing of the petition, a director, officer, or employee of the Debtors; and
- (c) does not have an interest materially adverse to the interests 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.

4. As can be expected with respect to any international professional services firm such as A&M, the Firm provides services to many clients with interests in the Debtors’ chapter 11 cases.

To the best of my knowledge, except as indicated below, the Firm’s services for such clients do not relate to the Debtors’ chapter 11 cases.

5. In addition to the relationships disclosed on **Schedule B**, I note the following:

- (a) JPMorgan Chase Bank, N.A., together with certain of its affiliates (collectively, “**JPMC**”), Wells Fargo Bank, N.A., together with certain of its affiliates (collectively, “**Wells Fargo**”), and HSBC Bank USA, N.A. together with certain of its affiliates (collectively “**HSBC**”) are Potential Parties in Interest. Under a credit

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have no control over or knowledge of investment decisions, securities of the Debtors or any other party in interest; or (b) has engaged in any ordinary course consumer transaction with any party in interest. If any such relationship does exist, I do not believe it would impact A&M’s disinterestedness or otherwise give rise to a finding that A&M holds or represents an interest adverse to the Debtors’ estates. It is also noted that in the course of our review it came to A&M’s attention that A&M personnel hold de minimis investments, representing not more than 0.01% of the equity interests in the related entity, in various parties in interest, including but not limited to Amazon, AT&T, Bank of America, Citibank NA, Deutsche Bank, Goldman Sachs Bank USA, JP Morgan, Microsoft, UBS, AG and Wells Fargo.

<sup>5</sup> See paragraph 11 below.

facility (the “*Credit Facility*”) to A&M’s parent company Alvarez & Marsal Holdings, LLC: Wells Fargo is administrative agent, swingline lender and issuing lender, and JPMC is a lender and the syndication agent; Wells Fargo and JPMC are joint lead arrangers and joint book runners; and HSBC is a participating lender and documentation agent. In addition to Wells Fargo’s receipt of interest in its capacity as a lender under the Credit Facility, Wells Fargo, JPMC, and HSBC receive certain customary and negotiated fees and reimbursement of expenses in connection with their roles under the Credit Facility.

- (b) An A&M employee who is staffed on this matter, Kevin Sohr, is related to a member of the Board of Directors of UKG, the Debtors’ payroll processor. Mr. Sohr has been isolated from any dealings or workstreams directly related to UKG. He has been reminded of his confidentiality obligations and instructed not to discuss the Debtors or these cases with anyone outside of the A&M project team.
- (c) An A&M affiliate, Alvarez & Marsal Disputes and Investigations, LLC was engaged in May 2021 and February 2022, by Vinson & Elkins LLP on behalf of Enviva Holdings LP and Enviva Inc., respectively, to provide certain investigatory and litigation support services. Those engagements are complete.

6. Further, as part of its diverse practice, the Firm appears in numerous cases and proceedings, and participates in transactions that involve many different professionals, including attorneys, accountants, and financial consultants, who represent claimants and parties-in-interest in the Debtors’ chapter 11 cases. Further, the Firm has performed in the past, and may perform in the future, advisory consulting services for various attorneys and law firms, and has been represented by several attorneys and law firms, some of whom may be involved in these proceedings. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these relationships create interests materially adverse to the Debtors in matters upon which A&M is to be employed, and none are in connection with these cases.

7. To the best of my knowledge, no employee of the Firm is a relative of, or has been connected with the United States Trustee in this district or its employees.

8. Accordingly, to the best of my knowledge, A&M is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, in that A&M: (a) is not a creditor, equity security holder, or insider of the Debtors; (b) was not, within two years before the date of

filing of the Debtors' chapter 11 petitions, a director, officer, or employee of the Debtors; and (c) does not have an interest materially adverse to the interest of the Debtors' estates or of any class of creditors or equity security holders.

9. If any new material relevant facts or relationships are discovered or arise, A&M will promptly file a supplemental declaration.

### **Compensation**

10. Subject to Court approval and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, applicable United States Trustee guidelines, and the Local Rules of this Court, A&M will seek from the Debtors payment for compensation on an hourly basis and reimbursement of actual and necessary expenses incurred by A&M. A&M's customary hourly rates as charged in bankruptcy and non-bankruptcy matters of this type by the professionals assigned to this engagement are outlined in the Application. These hourly rates are adjusted annually.

11. To the best of my knowledge, (a) no commitments have been made or received by A&M with respect to compensation or payment in connection with these cases other than in accordance with applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, and (b) A&M has no agreement with any other entity to share with such entity any compensation received by A&M in connection with these chapter 11 cases.

12. By reason of the foregoing, I believe A&M is eligible for employment and retention by the Debtors pursuant to sections 327(a) (as modified by sections 1107(b)), 328, 330 and 331 of the Bankruptcy Code and the applicable Bankruptcy Rules and Local Rules.

*[Remainder of Page Intentionally Left Blank]*



Dated: March 27, 2024

By: /s/ Mark Rajceвич  
Mark Rajceвич  
Managing Director  
Alvarez & Marsal North America, LLC

**Schedule A**

**List of Potential Parties in Interest**

**CURRENT AND FORMER  
EQUITYHOLDERS HOLDING MORE THAN  
5% EQUITY**

INCLUSIVE CAPITAL PARTNERS LP  
RIVERSTONE INVESTMENT GROUP LLC

**BANKS/LENDER/UCC LIEN  
PARTIES/ADMINISTRATIVE AGENTS**

ANDRITZ INC.  
BARCLAYS BANK, PLC  
CAHILL GORDON & REINDEL LLP  
CAPITAL ONE  
CATERPILLAR FINANCIAL SERVICES  
CORPORATION  
CISCO SYSTEMS CAPITAL CORPORATION  
CITIBANK, N.A.  
CORPORATION SERVICE COMPANY  
DEERE CREDIT, INC.  
GOLDMAN SACHS BANK USA  
HSBC BANK, USA N.A.  
JOHN DEERE CONSTRUCTION & FORESTRY  
COMPANY  
JOHN HANCOCK LIFE INSURANCE  
COMPANY (U.S.A.)  
JONES WALKER LLP  
JPMORGAN CHASE BANK, N.A.  
JPMORGAN CHASE BANK, NA  
LENOVO FINANCIAL SERVICES  
MITSUBISHI HC CAPITAL AMERICA, INC.  
MOBILE COMMUNICATIONS AMERICA  
MUNISTRATEGIES SUB-CDE #41, LLC  
NIF SUB IV, LLC  
PBCIF SUB-CDE4, LLC  
SHARP BUSINESS SYSTEMS  
SIGNATURE FINANCIAL LLC  
THE INDUSTRIAL DEVELOPMENT  
AUTHORITY OF SUMTER COUNTY  
THE MISSISSIPPI BUSINESS FINANCE  
CORPORATION  
TRUIST EQUIPMENT FINANCE CORP.  
UBCD SUB-CDE MIDWAY, LLC  
UNITED BANK  
WILMINGTON SAVINGS FUND SOCIETY,  
FSB  
WILMINGTON TRUST  
WILMINGTON TRUST, NATIONAL  
ASSOCIATION

**BANKRUPTCY JUDGES AND STAFF**

BERRY, HEATHER  
CHANDLER, KIMBERLY  
CUMMINGS, JAMES  
DAVIS, DALE  
GHARKANY, DAVID  
GREENLEAF, RACHEL  
HINKLE, JENNIFER  
JUDGE HUENNEKENS, KEVIN R.  
JUDGE KENNEY, BRIAN F.  
JUDGE KINDRED, KLINETTE H.  
JUDGE PHILLIPS, KEITH L.  
JUDGE SANTORO, FRANK J.  
JUDGE ST. JOHN, STEPHEN C.  
MACE, DAYNA  
MCCARTHY, SHARON  
MONICO, NICHOLAS  
MOREHEAD, DIANA  
POIRIER, BRANDON  
RICHARDS, JOSHUA  
RINTYE, PEGGY  
ROSS, LAURIE  
WEEKLY/HOWARD, DEBRA  
WIEGAND/BYRNE, CINDY  
WILLIAM C. REDDEN - CLERK OF COURT  
WILLIAMS, DENISE

**BANKRUPTCY PROFESSIONALS**

ANKURA TRUST COMPANY, LLC  
DAVIS POLK  
EVERCORE  
KURTZMAN CARSON CONSULTANTS  
KUTAK ROCK LLP  
LAZARD FRÈRES & CO. LLC  
VINSON & ELKINS LLP

**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  
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  
SUMITOMO CORP.  
SUMITOMO FORESTRY CO., LTD  
SUZUKAWA ENERGY CENTER LTD.  
TOYOTA TSUSHO CORP.  
UNIPER  
VATTENFALL  
VERDO  
WESTERWALDER  
ZVEZDA

**DEBTHOLDER**

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.  
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  
BARINGS  
BAYERISCHE LANDESBANK  
BAYERNINVEST  
KAPITALVERWALTUNGSGESELLSCHAFT  
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 RESEARCH & MANAGEMENT  
COMPANY  
CASTLEKNIGHT MANAGEMENT, L.P.  
CHUBB  
CIFIC ASSET MANAGEMENT, LLC  
CIGNA HEALTH AND LIFE INSURANCE  
CION ARES MANAGEMENT  
CITIBANK  
COLUMBIA THREADNEEDLE  
INVESTMENTS  
CREDIT AGRICOLE GROUP  
CYRUS CAPITAL PARTNERS, L.P. (U.S.)  
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  
GLEANER LIFE INSURANCE SOCIETY INC  
GOLDMAN SACHS  
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  
HUDSON BAY CAPITAL MANAGEMENT,  
L.P.  
ICI MUTUAL INSURANCE  
INKA INTERNATIONALE KAGMBH  
INSIGNIA FINANCIAL LTD  
INVESCO LTD  
J SAFRA SARASIN INVESTMENTFONDS AG  
JEFFERIES, LLC  
JPMORGAN CHASE  
JUPITER FUND MANAGEMENT  
JYSKE BANK/ZURICH  
JYSKE INVEST  
KEYFRAME CAPITAL PARTNERS, L.P.  
KORNITZER CAPITAL MANAGEMENT INC  
LORD ABBETT & CO  
MACQUARIE ASSET MANAGEMENT (NZ),  
LTD  
MELLON INVESTMENTS CORPORATION  
MERCER GLOBAL INVESTMENTS  
MANAGEMENT  
MFS INVESTMENT MANAGEMENT  
MILLENNIUM ADVISORS, LLC  
MORGAN STANLEY  
MUNISTRATEGIES, LLC  
MUZINICH & CO  
NATIONAL IMPACT FUND, LLC  
NATIONWIDE FUND ADVISORS  
NEUBERGER BERMAN INVESTMENT  
ADVISORS

NEW ENGLAND ASSET MANAGEMENT,  
INC.  
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  
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  
STARWOOD  
STATE STREET CORP  
SUMMIT INVESTMENT PARTNERS INC  
SUN LIFE FINANCIAL INC  
TEACHERS INSURANCE & ANNUITY ASSOC  
THORNBURG INVESTMENT MANAGEMENT  
IN  
TOUCHSTONE ADVISORS INC  
TRANSAMERICA INVESTMENT SERVICES L  
TRUIST BANK  
UB COMMUNITY DEVELOPMENT, LLC  
UBS AG  
UPMC HLTH OPTIONS INC  
VAN ECK ASSOCIATES CORPORATION  
VIRTU AMERICAS, LLC  
VOYA RETIREMENT INSURANCE AND  
ANNU  
WELLS FARGO & CO  
WILSHIRE ASSOCIATES INC

**DIRECTOR/OFFICER**

ABBOTT, ROBERT L.

ALEXANDER, RALPH  
BRUIJSTENS, SIRIAN  
BUMGARNER, JOHN C. JR.  
CABE, GREGORY D.  
COLANDER, BRANDI A.  
DAVIDSON, MARTIN N.  
DERRYBERRY, JIM H.  
EBERSTEIN, JASON S.  
EVEN, SHAI  
EVEN, SHAI S.  
EVEN, SHAI SHIMON  
F&L COSEC LIMITED  
GERAGHTY, JAMES P.  
HACHENBERG, MARIUS  
HANSEN, PETER  
HILE, SCOTT R.  
HINTZ, NORBERT A. JR.  
JARRETT, DAVID O.  
JASON E. PARAL  
JOHN KEPPLER  
JOHNSON, MICHAEL A.  
KEPPLER, JOHN K.  
KLEIN, ROXANNE B.  
KRAVTSOVA, YANINA A.  
LANSING, GERRIT L. JR.  
LAPEYRE, PIERRE F. JR.  
LEUSCHEN, DAVID M.  
LORRAINE, CRAIG A.  
MA, WUSHUANG  
MARK A. COSCIO  
MAXEY, KATHERINE L.  
MCDEVITT, RACHEL K.  
MOORE, JONATHAN L.  
MORENO, MARIA C.  
MUIRHEAD, ROBERT  
NOTTINGHAM, CLARENCE W.  
NUNZIATA, GLENN T.  
OLIVER-FROST, LUCAS  
RIJBROEK, EDWIN MARTINUS PAUL  
SCHMIDT, WILLIAM HENRY, JR.  
SEIFERT, CHRISTOPHER P.  
SINGLE, WILLIAM, IV  
SMITH, E. ROYAL  
SWEENEY, CHRISTOPHER M.  
TAYLOR, JOHN-PAUL D.  
THOMAS METH  
UBBEN, JEFFERY W.  
WALSH, KATHRYN R.  
WAY, TENNEY L.

WHITLOCK, GARY L.  
WIJETILLEKE, CHAMINDA A.  
WILLIAM H. SCHMIDT, JR.  
WOLF, JENS P.  
WONG, JANET S.  
YOUNG, OSCAR M. JR.  
ZLOTNICKA, EVA T.

**FORMER DEBTOR NAMES**

ENIVA PELLETS COURTLAND, LLC  
ENVIVA FIBERCO, LLC  
ENVIVA LUCEDALE OPERATOR, LLC  
ENVIVA MLP HOLDCO, LLC  
ENVIVA PARTNERS GP, LLC  
ENVIVA PELLETS AHOSKIE, 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 PORRT OF SAVANNAH, LLC  
ENVIVA PORT OF CHESAPEAKE, LLC  
ENVIVA PORT OF PANAMA CITY, LLC  
ENVIVA PORT OF WILMINGTON, LLC  
ENVIVA PREFERRED HOLDINGS, LLC  
GEORGIA BIOMASS HOLDING LLC  
GEORGIA BIOMASS, LLC  
GREEN CIRCLE BIO ENERGY, INC.  
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  
LINDENTOR 1016. VV GMBH

**INSURANCE**

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  
ENDURANCE AMERICAN INS CO. (SOMPO)  
ENDURANCE AMERICAN INSURANCE  
COMPANY  
EVEREST INDEMNITY INSURANCE  
COMPANY  
FIRST INSURANCE FUNDING  
GREAT MIDWEST INSURANCE COMPANY  
GREENWICH 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  
MARKEL AMERICAN  
MITSUI SUMITOMO INSURANCE COMPANY  
OF AMERICA  
NATIONAL UNION FIRE INS CO OF PITTS, PA  
NATIONAL UNION FIRE INS CO OF PITTS,  
PA  
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  
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  
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

**ISDAS**

RBC

**KNOWN AFFILIATES - JV**

AFRICAN ISABELLE SHIPPING CO. LTD  
(BAHAMAS)  
AFRICAN SISTERS SHIPPING CO. LTD  
(BAHAMAS)  
ARGONAUTICA SHIPPING INVESTMENTS  
B.V.  
ENVIVA AIRCRAFT HOLDINGS CORP.  
ENVIVA DEVELOPMENT FINANCE  
COMPANY, LLC  
ENVIVA ENERGY SERVICES COOPERATIEF,  
U.S.  
ENVIVA ENERGY SERVICES, LLC  
ENVIVA GP, LLC  
ENVIVA HOLDINGS GP, LLC  
ENVIVA HOLDINGS, LP  
ENVIVA INC.

ENVIVA MANAGEMENT COMPANY, LLC  
ENVIVA MANAGEMENT GERMANY GMBH  
ENVIVA MANAGEMENT INTERNATIONAL HOLDINGS, LIMITED  
ENVIVA MANAGEMENT JAPAN K.K.  
ENVIVA MANAGEMENT UK, LIMITED  
ENVIVA MLP INTERNATIONAL HOLDINGS, LLC\*\*  
ENVIVA PARTNERS FINANCE CORP.  
ENVIVA PELLETS AMORY II, LLC  
ENVIVA PELLETS BOND, LLC  
ENVIVA PELLETS EPES FINANCE COMPANY, LLC  
ENVIVA PELLETS EPES HOLDINGS, LLC\*\*  
ENVIVA PELLETS EPES, LLC\*\*\*  
ENVIVA PELLETS GREE  
ENVIVA PELLETS HAMLET, LLC  
ENVIVA PELLETS LUCEDALE, LLC  
ENVIVA PELLETS WAYCROSS, LLC  
ENVIVA PELLETS, LLC  
ENVIVA PORT OF PASCAGOULA, LLC  
ENVIVA SHIPPING HOLDINGS, LLC  
ENVIVA TOOLING SERVICES COMPANY, LLC  
ENVIVA WILMINGTON HOLDINGS, LLC  
ENVIVA, LP  
IHE HOLDINGS, LLC

#### LITIGATION

ANTHONY BROWN  
B&B CRANE SERVICE, LLC  
BARCLAYS CAPITAL INC.  
BENJAMIN, JACQUAN  
BMO CAPITAL MARKETS CORPORATION  
BRANDON PERRY  
BROWN, ANTHONY  
BROWNING, WILLIAM  
CALLOWAY, DON  
CITIGROUP GLOBAL MARKETS INC.  
COMPRESSED AIR TECHNOLOGIES, INC.  
CSX TRANSPORTATION, INC.  
DAVID FAGEN  
DAVIS, ANDREW  
DAVIS, DA'QUANTE  
DHATT, TAJE  
DRAX POWER LIMITED  
EVEN, SHAI S.  
FAGEN, DAVID  
FANUCCHI, DUSTIN

FIDELITY NATIONAL TITLE INSURANCE COMPANY  
FRIEDMAN, EDWARD  
GERTJEGERDES, HELMUT  
GOLDMAN SACHS & CO. LLC  
HARGROVE AND ASSOCIATES, INC.  
HARRIS, KRISTOPHER  
HELMUT GERTJEGERDES  
HSBC SECURITIES (USA) INC.  
IES COMMERCIAL, INC.  
INFRA-METALS, CO.  
J.P. MORGAN SECURITIES LLC  
JACQUAN BENJAMIN  
JEFFERIES, RORRIE C. (EEOC)  
JENKINS, JENNIFER  
JOHNSON, MICHAEL A.  
KEPPLER, JOHN K.  
KRISTOPHER HARRIS  
LOOP CAPITAL MARKETS LLC  
LOPEZ, REBEKAH (EEOC RALEIGH)  
MONROE, RENEE  
MOUER, ANTONIO  
NC OSHA  
O'NEAL CONSTRUCTORS, LLC  
PARAL, JASON E.  
PEREZ, ALEXANDER (EEOC NORFOLK)  
PERRY, BRANDON  
PIPING TECHNOLOGY & PRODUCTS, INC.  
POPPEL, CLINTON SCOTT  
POPPEL, HARVEY L.  
POPTECH GC, LLC  
POPTECH, LP  
RAYMOND JAMES & ASSOCIATES, INC.  
RBC CAPITAL MARKETS, LLC  
RICH, HENRY  
ROBERT-JAMES SALES, INC.  
ROBINSON, SHARON (EEOC ATLANTA)  
SMITH, DEBBIE (EEOC)  
SOUTHEASTERN INDUSTRIAL CONTRACTORS, LLC  
SUMITOMO CORPORATION  
TAJE DHATT  
TCH CONSTRUCTION GROUP, INC.  
THOMAS, JALEESA (NC DOL)  
TONY MOUER  
TRUIST SECURITIES, INC.  
USCA SECURITIES LLC  
WILLISTON, DARRYL  
ORDINARY COURSE PROFESSIONALS  
ADDLESHAW GODDARD LLP



AKIN GUMP STRAUSS HAUER & FELD LLP  
ALPINE GROUP PARTNERS LLC  
ASHLEY GUNN ATTORNEY AT LAW PLLC  
BAKER BOTTS LLP  
BDO USA LLP  
BLACK FAMILY LAND TRUST INC  
BLANK ROME LLP  
BRADLEY ARANT BOULT CUMMINGS LLP  
BROADRIDGE ICS  
BUTLER SNOW LLP  
CBRE INC  
COMMONWEALTH STRATEGY GROUP LLC  
CT CORPORATION SYSTEM  
CT LIEN SOLUTIONS  
DENTONS EUROPE LLP  
EARTHWORM  
ERNST & YOUNG US LLP  
FACTIVA INC  
FISHER AND PHILLIPS LLP  
GUIDEPOINT LLC  
HAWKINS WRIGHT LTD  
HILL DICKINSON LLP  
HOLLAND & HART LLP  
HOLMES MURPHY AND ASSOCIATES LLC  
HOST AGENCY LLC  
HOULDSON CONSULTING INC  
HUNTON ANDREWS KURTH LLP  
JONES DAY  
KILPATRICK TOWNSEND & STOCKTON LLP  
LAW OFFICE OF GREGORY M VARNER &  
ASSOC.  
LAW OFFICE OF PAMELA HARRIGAN-  
YOUNG  
LE SMITH CONSULTING LLC  
LONGLEAF ALLIANCE INC  
MAYNARD COOPER & GALE PC  
MERIDIAN COMPENSATIONS PARTNERS  
LLC  
MILLER & CHEVALIER CHARTERED  
MONUMENT POLICY GROUP LLC DBA  
MONUMENT ADVOCACY  
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

**SIGNIFICANT COMPETITORS**

BORREGAARD ASA  
MERCER INTERNATIONAL  
WELLONS  
ZEA2

**SURETY**

CP 7272 WISCONSIN AVENUE LLC C/O  
CARR PROPERTIES  
GEORGIA POWER COMPANY  
HANOVER INSURANCE COMPANY  
MANSFIELD POWER AND GAS, LLC  
MISSISSIPPI POWER COMPANY  
STATE OF ALABAMA DEPARTMENT OF  
CONSERVATION AND NATURAL  
RESOURCES

**TAXING AUTHORITY / GOVERNMENTAL /  
REGULATORY AGENCIES**

AL DEPARTMENT OF REVENUE  
CARROLL COUNTY TAX COMMISSIONER  
CHATHAM COUNTY TAX COMMISSIONER  
CHESAPEAKE CITY TREASURER  
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  
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 ATTORNEY  
GENERALS  
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

**TOP 30 CREDITORS**

BOYKIN ERECTORS INC  
CAL INVESTMENTS  
CONVEYOR ENGINEERING &  
MANUFACTURING  
GREENTREES LLC  
MISSISSIPPI EXPORT RAILROAD COMPANY  
OAK RIDGE INDUSTRIES LLC  
TRINITY INDUSTRIES LEASING COMPANY  
UNDERWOOD FIRE EQUIPMENT INC

**U.S. TRUSTEE OFFICE**

B. WEBB KING  
BENJAMIN ZICCARDY  
BIBHA ADHIKARI  
CECELIA A. WESCHLER  
HEIDI PODA  
ILENE M. SIMS  
JACK I. FRANKEL  
JENNIFER DUNN  
JOEL CHARBONEAU  
JUNE E. TURNER  
KAREN KIDD  
KATHRYN R. MONTGOMERY  
KENNETH N. WHITEHURST, III  
KRISTEN S. EUSTIS  
LISA D. FRANKLIN  
MARGARET K. GARBER  
MARK E. STEVEN  
MARTHA J. WATSON  
MICHAEL MCMAHON

MICHAEL T. FREEMAN  
NICHOLAS S. HERRON  
NISHA R. PATEL  
PEGGY T. FLINCHUM  
ROBERT W. OURS  
SARA KATHRYN MAYSON  
SHANNON F. PECORARO  
SHANNON M. TINGLE  
SHERYL D. WILSON

**VENDORS**

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

ALVAREZ & MARSAL NORTH AMERICA  
LLC  
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  
ANDREW W DOWNS  
ANDREWS & COLE LLC  
ANDRITZ INC  
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  
CHAPEL STEEL CORP  
CHARLES DOOLITTLE  
CHARLES F HIGGINBOTHAM IV  
CHARLIE GARNER  
CHASE RIDDICK  
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  
CLIMAX METAL PRODUCTS COMPANY  
CLINTON D PEARCE  
CM BIOMASS PARTNERS AS  
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  
DELOITTE FINANCIAL ADVISORY  
SERVICES LLP  
DESERET CATTLE & TIMBER  
DESOTO TIMBER INC  
DIALPAD INC  
DILLON SUPPLY COMPANY  
DISCOUNT TWO WAY RADIO  
CORPORATION  
DIXIE LAND TIMBER COMPANY LLC  
DJ POWERS CO INC  
DOCEBO NA  
DOCUSIGN INC  
DODGE MECHANICAL POWER  
TRANSMISSION COMPANY  
DOMESTIC FUELS & LUBES INC  
DOMINION NORTH CAROLINA POWER  
DOMINION VIRGINIA POWER  
DONALDSONS BACKHOE SERVICE LLC  
DORSSERS INC  
DOUBLE CREEK RODEO COMPANY  
DRAKE SAWMILL LLC  
DUKE ENERGY  
DUONG LINH PRODUCTION COMPANY  
LIMITED  
DUPONT PINE PRODUCTS LLC  
DURAGRIND INC  
DURR SYSTEMS INC  
DUSTEX LLC DBA LDX SOLUTIONS  
E FIRE INC  
E&S CUSTOM FABRICATION  
EAST CAROLINA TIMBER LLC  
EAST COAST TERMINAL COMPANY

EAST COAST WELDING LLC  
ECONOMY PRINTING INC  
EDDIE RAINS SHAVINGS INC  
EDGAR FOGLEMAN  
EDSEL G BARNES III LLC  
EFAX CORPORATE  
EFIRD LAND & TIMBER CO INC  
ELDRIDGE HARDWARE CO INC  
ELECTRIC MOTOR AND REPAIR INC  
ELECTRIC MOTOR SALES & SERVICE INC  
ELECTRIC MOTOR SERVICE OF CLINTON  
INC  
ELECTRIC MOTOR SHOP OF WAKE FOREST  
INC  
ELECTRIC SUPPLY & EQUIPMENT CO  
ELECTRICAL EQUIPMENT COMPANY  
ELKINS SAWMILL INC  
EMERGENCY SYSTEMS INC  
EMPREMEDIA RE DAC  
ENDUSTRA FILTER MANUFACTURERS  
ENFIELD TIMBER LLC  
ENGINEERED OUTDOOR PRODUCTS LLC  
ENGINEERED SYSTEMS INC  
ENGLEWOOD ELECTRICAL SUPPLY  
ENSPIRE ENERGY LLC  
ENTERPRISE FLEET MANAGEMENT TRUST  
ENVIVA TOOLING SERVICES COMPANY  
LLC  
EPES LOGISTICS SERVICES INC  
EPPERSON AND CO INC  
EQUINITI TRUST COMPANY LLC  
EQUIPMENTSHARE.COM INC  
ESENTIRE INC  
ESTIAL VERNON REYNOLDS III  
EVEREST SCALE INC  
EXPRESS EMPLOYMENT PROFESSIONALS  
EZZELL TRUCKING INC  
FAGUS GRECON INC  
FALLING OAK ENTERPRISES LLC  
FAMILY TREE FORESTRY LLC  
FARM AND BUILDERS SUPPLY LLC  
FARMERS PRODUCE CO  
FASTENAL COMPANY CORP  
FASTENER SERVICE INC  
FEDEX FREIGHT INC  
FENG GUANG GREEN ENERGY  
ENTERPRISE INC  
FERGUSON US HOLDINGS INC  
FIDELITY INVESTMENTS INSTITUTIONAL  
OPERATIONS CO INC  
FIRE CONNECTIONS INC

FIRST CALL TRUCK PARTS  
FLAMEX INC  
FLEXTECH ENGINEERING INC  
FLORIDA DEPARTMENT OF REVENUE  
FLORIDA FORESTRY ASSOCIATION  
FLOWER TIMBER COMPANY INC  
FLUID FLOW PRODUCTS INC  
FLUID SOLUTIONS LLC  
FLY TIMBER  
FNA INC DBA FIREFLY NORTH AMERICA  
INC  
FOOTHILLS FOREST PRODUCTS INC  
FOR2FI  
FOUNTAIN CREEK TIMBER LLC  
FPL NW FL  
FRANK & SONS LOGGING  
FRANKLIN LUMBER LLC  
FYBR SOLUTIONS INC  
GASBURG LAND & TIMBER COMPANY INC  
GATES MILLING INC  
GATOR WOOD INC  
GECKO ROBOTICS INC  
GENERAL IRON AND STEEL CO INC  
GENERAL MILLWRIGHT SOLUTIONS LLC  
GENERAL TRUCK PARTS AND EQUIPMENT  
GENESIS III INC  
GEORGIA MILL SUPPLY INC  
GEORGIA NATURAL GAS COMPANY  
GEORGIA PACIFIC WFS LLC  
GEORGIA PETROLEUM INC  
GEORGIA POWER  
GLEN HENDERSON LOGGING & TRUCKING  
CO INC  
GLENN TECH INTERNATIONAL GROUP LP  
GLOBAL INDUSTRIAL  
GLOBAL TIMBER SOLUTIONS LLC  
GLS STAFFING  
GREAT SOUTH TIMBER & LUMBER LLC  
GREAT SOUTHERN WOOD PRESERVING  
INC  
GREAT WOODS COMPANIES LLC  
GREGORY POOLE EQUIPMENT COMPANY  
GRIFFIN EXTERMINATING CO INC  
GRIZZLY INDUSTRIAL INC  
GTI SERVICES LLC  
GUARDIAN LIFE INSURANCE CO CLAIMS  
GULF BREEZE LANDSCAPING LLC  
GULF COAST BUSINESS SUPPLY CO  
GULF SALES & SUPPLY INC  
H&M CONSTRUCTION CO LLC

HALLS FIRE & SAFETY INC  
HAMILTON BROTHERS CONSTRUCTION CO  
LLC  
HANKINS INC  
HARDY TECHNOLOGIES LLC  
HARMON TRUCKIN  
HAROLD BECK & SONS INC  
HARTFORD FINANCIAL SERVICES GROUP  
INC  
HEPACO LLC  
HERALD LEASING INC  
HERC RENTALS INC  
HERITAGE LAND & TIMBER  
HERRING ELECTRIC  
HERTFORD COUNTY TAX COLLECTOR  
HEUMANN ENVIROMENTAL CO LLC  
HIGH ROCK FOREST PRODUCTS INC  
HOFLER LOGGING INC  
HOGENTOGLER & CO INC  
HOLDEN TEMPORARIES INC  
HOLIDAY ICE INC  
HOLLAND MANUFACTURING CO INC  
HOLLOWAY COMPANY INC  
HOLMES TOOLS & ENGINEERING  
HOLSTON GASES INC  
HOME OIL COMPANY INC  
HOMETRUST BANK  
HOOD INDUSTRIES INC  
HP WOOD PRODUCTS OF BLADEN  
HRT MARINE SERVICES LLC  
HSBC BANK USA NATIONAL ASSOCIATION  
HUX SAFETY SOLUTIONS LLC  
HW CULP LUMBER COMPANY  
HYDRADYNE LLC  
HYG FINANCIAL SERVICES INC  
IBX LUMBER LLC  
IFM EFECTOR INC  
INDEED INC  
INDIGRO PLANT DESIGN LLC  
INDUSTRIAL CONVEYOR BELT SYSTEMS  
LLC  
INDUSTRIAL CUTTING TOOL INC  
INDUSTRIAL ELECTRICAL SUPPLY LLC  
INDUSTRIAL MACHINE INTEGRATION INC  
INDUSTRIAL RELIABILITY AND REPAIR  
LLC  
INEZ FOREST INDUSTRIES INC  
INSIGHT SERVICES INC  
INSTAR GROUP LLC  
INSULATING SERVICES INC

INTEGRATED POWER SERVICES LLC  
INTERFOR US INC  
INTERMAT LLC  
INTERNATIONAL PAPER COMPANY  
IPEC INC  
IRON MOUNTAIN INC  
IRONDALE INDUSTRIAL CONTRACTORS  
INC  
IRVIN AUTO PARTS  
IRWIN TIMBER CO  
IVC TECHNOLOGIES  
JACK BATTE & SONS INC  
JACKSON COUNTY PORT AUTHORITY  
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  
JOHN SCOTT  
JOHN W BAIRD JR  
JOHNSON CONTROLS FIRE PROTECTION LP  
JOHNSON SAWMILL  
JONAH COLLINS  
JONATHAN HORTON SR  
JONATHAN TODD  
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  
LONDON 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 JACKSON  
LEE SPRING LLC  
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  
LYNEMOUTH POWER LIMITED  
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  
MITSUBISHI CORPORATION  
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  
O'NEAL STEEL INC  
ODYSSEY FIRE PROTECTION INC  
OLD DOMINION FIRE COMPANY  
ONE ENVIRONMENTAL MID ATLANTIC  
LLC  
ONE PARKING 724 INC  
ONEAL CONSTRUCTORS LLC  
ONEAL STEEL LLC  
ORACLE AMERICA INC  
ORION ICS LLC  
ORKIN LLC  
PACIFIC BASIN SUPRAMAX LTD  
PADUCAH RIGGING  
PALLET SOURCE INC

PALLETONE OF VIRGINIA LLC  
PALMETTO STATE FLUID POWER  
PAMLICO LAND & TIMBER CO  
PANAMA CITY PORT AUTHORITY  
PANHANDLE FORESTRY SERVICES INC  
PARADISE POINT MARINE LLC  
PARKER CONSTRUCTION INC  
PARKER OIL & PROPANE  
PARKS PORTABLE TOILETS INC  
PARSONS WOODWORKING INC  
PATRIOT SHREDDING  
PATTONS INC  
PAUL A WILSON  
PCL SHIPPING PTE LTD  
PEARL RIVER LAND & TIMBER LLC  
PEMBELTON FOREST PRODUCTS INC  
PENNELL REYNOLDS  
PERSIMMON GROUP LLC  
PETE JOHNSON LOGGING  
PETERSON NEDERLAND BV  
PETROCHOICE LLC  
PHELPS FAN LLC  
PHELPS INDUSTRIES INC  
PHILLIP'S TOWING SERVICE INC  
PHU TAI BIO-ENERGY CORPORATION  
PICKIN PINES INC  
PIEDMONT LAND & TIMBER LLC  
PIEDMONT NATURAL GAS  
PIEDMONT PULP INC  
PIEDMONT TIMBER INC  
PIERCE TIMBER COMPANY INC  
PINE PRODUCTS LLC  
PINECREST TIMBER CO  
PITTS LOGGING INC  
PLANFUL INC  
PLANTATION ENTERPRISES INC  
POLITICO LLC  
POLLARD LUMBER COMPANY  
POWELL HOLDINGS LIMITED LLC  
POWER MECHANICAL INC  
PPG TIMBER LLC  
PRECISION INC  
PRECISION MACHINE & MANUFACTURING  
CO INC  
PREMIER CHEMICALS & SERVICE LLC  
PRICES GARAGE & HEAVY DUTY TOWING  
PRIIMORIS ENERGY SERVICES CORP  
PROCONEX INC  
PRODESA NORTH AMERICA CORPORATION  
PROFUNDUS HOLDINGS INC

PRUDENTRX LLC  
PTS ADVANCE  
PUCKETT MACHINERY CO DBA PUCKETT  
POWER SYSTEMS  
QUALITY CONVEYOR SOLUTIONS  
QUALITY PLUS SERVICES INC  
QUINCY COMPRESSOR LLC  
R & M FABRICATION INC  
R E MICHEL COMPANY LLC  
R&L CARRIERS INC  
R&R SECURITY LLC  
R&S LOGGING INC  
RACCOON SILVA LLC  
RADIANT GLOBAL LOGISTICS INC DBA  
SERVICE BY AIR  
RAINBOW SPRING WATER INC  
RAMIN RASHIDI  
RAPID WIRELESS LLC  
RAY & SON HEATING & AIR  
CONDITIONING INC  
RAYONIER AM PRODUCTS INC  
RAYONIER TRS HOLDINGS INC DBA  
RAYONIER TRS FOREST OPERATIONS  
RED LINE PRECISION MACHINING INC  
RELIABILITY PLUS LLC  
RENEWABLE GREEN INC  
RENT A JOHN  
RESOLUTE CROSS CITY LLC  
REX LUMBER BRISTOL LLC  
REX LUMBER COMPANY INC  
REX LUMBER TROY LLC  
RICHARD B SCOTT FARMS  
RICHARD H SHORT  
RICKIES TRUCKING  
RIVER RIDGE FOREST PRODUCTS INC  
RIVER RIDGE TIMBER LLC  
RL KUNZ INC  
ROANOKE PORT A JOHNS INC  
ROBERT E CAROLL LOGGING INC  
ROBERT NISKA  
ROCKWELL AUTOMATION INC  
ROLISON TIE & LUMBER  
RONNIE E WATERS LOGGING LLC  
ROSEBURG FOREST PRODUCTS CO  
ROSEBURG RESOURCES COMPANY  
ROSEMOUNT INC  
ROTEX GLOBAL LLC  
ROUNDTABLE LEARNING LLC  
ROYAL QUALITY MAINTENANCE INC  
RUSS LOGGING LLC

RUSSELL EXPRESS LLC  
RWE RENEWABLES GMBH  
RWE SUPPLY & TRADING GMBH  
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  
THOM'S TRANSPORT CO INC  
THOMPSON MACHINERY COMMERCE  
CORP  
THOMPSON TRACTOR 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  
VINSON AND ELKINS LLP  
VIRGINIA CAROLINA FOREST PRODUCTS  
INC

VIRGINIA CUSTOM THINNING AND  
CHIPPING LLC  
VIRGINIA FORESTRY ASSOCIATION  
VOLTA LLC  
VSC FIRE & SECURITY INC  
VULCAN CONSTRUCTION MATERIALS LLC  
W K BROWN TIMBER CORP  
W T JERNIGAN & SONS TRUCKING INC  
W.W. GRAINGER INC  
WALKER FOREST RESOURCES LLC  
WALKER MACHINERY CO LLC  
WARE COUNTY BOARD OF EDUCATION  
WARE FOREST INC  
WARING OIL CO LLC  
WASTE INDUSTRIES LLC A GFL  
ENVIRONMENTAL CO  
WASTE MANAGEMENT OF VIRGINIA INC  
WASTE PRO OF MISSISSIPPI INC  
WATCO COMPANIES LLC  
WATERWAY SURVEYS & ENGINEERING  
LTD  
WELLS FARGO RAIL CORPORATION  
WESCO DISTRIBUTION INC  
WESCO GAS & WELDING SUPPLY INC  
WESLEY BENNETT LOGGING LLC  
WEST FLORIDA ELECTRIC  
WEST FRASER INC  
WEST SALEM MACHINERY  
WESTERN OILFIELDS SUPPLY COMPANY  
WESTERN PNEUMATICS LLC  
WESTSIDE ELECTRIC INC  
WEX BANK DBA WRIGHT EXPRESS FSC  
WEX HEALTH INC  
WEYERHAEUSER NR COMPANY  
WGSBG LLC  
WHITFIELD TIMBER CO INC  
WILLIAM G GORDY  
WILLIAM REID  
WILLIAMS BROTHERS TRUCKING INC  
WILLIAMS PATENT CRUSHER &  
PULVERIZER CO  
WILLIAMSTON FIRE EXTINGUISHER  
SERVICE  
WILMINGTON TERMINAL RAILROAD LP  
WILMINGTON TRUST NA  
WIRELESS WATCHDOGS LLC  
WISE FARM LLC  
WOOD RECYCLING OF MS INC  
WOODRIDGE TIMBER INC  
WORKIVA INC  
WRIGHT AUTO SUPPLY INC

XCOVA LLC  
XSTREMEMD  
XYLEM DEWATERING SOLUTIONS INC  
YANCEY BROS CO  
YARBROUGH BROTHERS INC  
ZEE COMPANY  
ZORO TOOLS INC DBA ZORO

**Schedule B**

**Potential Connections and Related Parties**

**Enviva Inc.**

**Current and Former Clients of A&M and/or its Affiliates<sup>1</sup>**

ABB Inc.	Beazley
ACE American Ins Co	Berkley Environmental
ADM Germany	Bill.com
Aegon NV	Binderholz Enfield LLC
Aerotek Inc	BlackRock
AgFirst Farm Credit Bank	Blackstone
Aggreko LLC	Blank Rome LLP
AIG	Blue Cross & Blue Shield
AIP, LLC	BNP Paribas
Airgas USA, LLC	Brenntag Mid South Inc
Alabama Power Company	Brigade Capital Management
Albioma	Broadridge ICS
AllianceBernstein	Capital One
Allianz SE	Capital Research & Management
Amazon Capital Services Inc.	Cap Specialty Insurance
American Mechanical - ALWP LLC	Canopus Managing Agents
Ametek Arizona Instrument LLC	Cargill
Amundi Asset Management S.A.S.	Caterpillar Financial Services Corp
Angel Oak Capital Advisors	CBRE Inc
Aon Risk Services Southwest Inc	Century Link
AOT	Certified Laboratories
Applied Industrial Technologies Dixie Inc.	Chubb
Aramark Refreshment Services	CIFC Asset Management, LLC
Arena Capital Advisors, LLC	Cigna Health and Life Insurance
Arch Insurance	Cisco Systems Capital Corporation
Ares Management	Citibank, N.A.
Arosa Capital Management, L.P.	Credit Agricole Group
Ascot Insurance Company	CSX Transportation, Inc.
AT&T Corp	CWT Inc
Atmos Energy Corporation	Crawford Electric Supply Co Inc
AXA XL	CVS Caremark
Axis Excess Insurance	Cyrus Capital Partners, L.P. (U.S.)
Baker Botts LLP	De Lage Landen Financial Services Inc
Bank of America Merrill Lynch Proprietary Trading	Deloitte Financial Advisory Services LLP
Bank of Montreal	Deutsche Bank AG
Bank of New York Mellon Corp	DocuSign Inc
Barclays Bank plc	Duke Energy
Barings	Eaton Vance Corp
BayWa	Endurance American Ins Co. (Sompo)
BDO USA LLP	Engie Energy Management Scrl
Beach Point Capital Management, L.P.	Equiniti Trust Company LLC
	Evercore
	Everest Indemnity Insurance Company
	Ernst & Young US LLP

<sup>1</sup> A&M and/ or an affiliate is currently providing or has previously provided certain consulting or interim management services to these parties or their affiliates (or, with respect to those parties that are investment funds or trusts, to their portfolio or asset managers or their affiliates) in wholly unrelated matters.

**Enviva Inc.**

Farm Credit East	Markel American
Federated Hermes Inc	Marubeni Corp.
FedEx Freight Inc	Matheson Tri Gas Inc
Fidelity Investments Institutional Operations Co Inc	McMaster-Carr Supply Company
Fidelity National Title Insurance	Mercer Global Investments Management
FIL Ltd	Metso USA Inc
FPL NW FL	MGT
GAM Holding AG	Microsoft Corporation
Georgia Power Company	Mitsubishi HC Capital America, Inc.
Georgia Pacific WFS LLC	Mitsui Sumitomo Insurance Company of America
Goldman Sachs Bank USA	MMR Constructors Inc
Guardian Life Insurance Co Claims	Morgan Stanley
Hanover Insurance Company	Motion Recruitment Partners LLC
Hartford	National Union Fire Ins Co of Pits, PA
HDI Global Specialty SE - UK Branch	Nationwide Fund Advisors
Hiscox Insurance Company Inc.	Navigators Insurance Company
HSBC Bank, USA N.A	Nelson Mullins Riley & Scarborough LLP
HCSC Insurance Services Co	Neuberger Berman Investment Advisors
Holland & Hart LLP	North American Capacity Insurance Company
Horizon Healthcare Services Inc	Northwest Farm Credit Services
Hudson Bay Capital Management, L.P.	Northwestern Mutual Life Insurance
Hunton Andrews Kurth LLP	Nuveen Asset Management
Inclusive Capital Partners LP	Ocean Marine
Indian Harbor Ins Company (XL)	Old Republic Insurance Company
International Paper Company	Oracle America Inc
Invesco Ltd	P. Schoenfeld Asset Management, L.P.
Iron Mountain Inc	PetroChoice LLC
Jefferies, LLC	PIMCO - Pacific Investment Management Company
John Hancock Life Insurance Company (U.S.A.)	Planful Inc
Jones Day	Post Advisory Group, LLC
Johnson Controls Fire Protection LP	Pramerica Management Co SA
JPMorgan Chase Bank, N.A.	Princeton Excess and Surplus Lines Insurance Company
Konecranes Inc	Priimoris Energy Services Corp
Lapeyre, Pierre F., Jr.	Principal Financial Group Inc
Lawson Products Inc.	Prudential Financial Inc
Lazard Frères & Co. LLC	PwC US Tax LLP
Lenovo Financial Services	QBE International Markets
Lexington Insurance Company	Radiant Global Logistics Inc DbA Service By Air
Lhoist SA	Raymond James & Associates, Inc.
Liberty Mutual Insurance Company	Rayonier AM Products Inc
Linde Inc	Riverstone Investment Group LLC
Lloyd's London	
Lord Abbett & Co	
Macquarie Asset Management (NZ), LTD	



**Enviva Inc.**

Robert Half International Inc  
Rockwell Automation Inc  
Roseburg Forest Products Co  
Royal Bank of Canada  
Russell Investment Management  
RWE  
Ryder Integrated Logistics Inc  
Safety Kleen Systems Inc  
Segra  
SGS United Kingdom Ltd  
Sherwin Williams Co  
SLR International Corporation  
Sompo International  
Spitzer Industries Inc.  
Staples Inc.  
State Street Corp  
Starwood  
STS Operating Inc DbA Sunsource  
Sumitomo Corp.  
Summit Investment Partners Inc  
Sun Life Financial Inc  
Swiss Re Corporate Solutions Elite  
Insurance Corporation  
Teachers Insurance & Annuity Assoc  
Tencarva Machinery Company  
Terminix Company Inc  
Thornburg Investment Management Inc  
Toyota Industries Commercial Finance Inc  
Transamerica Investment Services  
Trinity Industries Leasing Company  
Truist Bank  
UBS AG  
Uniper Benelux NV  
United Bank  
United Rentals  
Univar Solutions USA Inc  
University Of Texas at Dallas  
US Bank National Association  
Vattenfall  
Veolia WTS Services USA Inc  
Virtu Americas, LLC  
Voya Retirement Insurance and Annu  
Waste Management of Virginia Inc

Wells Fargo & Co  
Western Oilfields Supply Company  
Wex Bank DbA Wright Express Fsc  
WEX Health Inc  
Weyerhaeuser NR Company  
Wilshire Associates Inc  
Wilmington Trust, National Association  
W.W. Grainger Inc  
XL Specialty Insurance Co  
Zurich American Insurance Co

**Significant Equity Holders of Current and Former A&M Clients<sup>2</sup>**

Addleshaw Goddard LLP  
Aegon NV  
AIG  
AIP, LLC  
AllianceBernstein  
Allianz SE  
Allspring Global Investments, LLC (U.S.)  
Amazon Capital Services Inc.  
Amundi Asset Management S.A.S.  
Arch Insurance  
Ares Management  
Ascot Insurance Company  
Asset Allocation & Management  
AT&T Corp  
AXA XL  
Axis Excess Insurance  
Bank of America Merrill Lynch Proprietary  
Trading  
Bank of Montreal  
Bank of New York Mellon Corp  
Barclays Bank plc  
Barings  
Beach Point Capital Management, L.P.  
BlackRock  
Blackstone  
Blue Cross & Blue Shield  
BNP Paribas  
Bollinger Shipyards LLC  
Brigade Capital Management  
Capital One

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<sup>2</sup> These parties or their affiliates (or, with respect to those parties that are investment funds or trusts, their portfolio or asset managers or other funds or trusts managed by such managers) are significant equity holders of clients or former clients of A&M or its affiliates in wholly unrelated matters.

**Enviva Inc.**

Capital Research & Management Company	Jefferies, LLC
Cargill	Johnson Controls International
California Public Employees Retirement System	JPMorgan Chase Bank, N.A.
CBRE Inc	Jupiter Fund Management
Century Link	Lazard Frères & Co. LLC
Cigna Health and Life Insurance	Lenovo Financial Services
Cintas Corporation	Lexington Insurance Company
Cisco Systems Capital Corporation	Liberty Mutual Insurance Company
Citibank, N.A.	Linde Inc
Columbia Threadneedle Investments	Lloyd's London
Concur Technologies Inc	Lord Abbett & Co
Credit Agricole Group	Macquarie Asset Management (NZ), LTD
CVS Caremark	Marubeni Corp.
Cyrus Capital Partners, L.P. (U.S.)	MFS Investment Management
Davis Polk	Microsoft Corporation
Deutsche Bank AG	Mitsubishi HC Capital America, Inc.
Duke Energy	Mitsui
DWS Investments UK, LTD	Morgan Stanley
Eaton Vance Corp	Nationwide Fund Advisors
Efax Corporate	Neuberger Berman Investment Advisors
Engie Energy Management Scrl	Northern Trust Global Investments, LTD
Endurance American Ins Co. (Sompo)	Northwestern Mutual Life Insurance
Evercore	Nuveen Asset Management
Everest Indemnity Insurance Company	Old Republic Insurance Company
Farm Credit East	Orsted
Federated Hermes Inc.	P. Schoenfeld Asset Management, L.P.
Fidelity Investments Institutional Operations Co Inc	PIMCO - Pacific Investment Management Company
Fidelity National Title Insurance	Post Advisory Group, LLC
FIL Ltd	Principal Financial Group Inc
FMR LLC	Prudential Financial Inc
FPL NW FL	PwC US Tax LLP
GAM Holding AG	QBE International Markets
Georgia Pacific WFS LLC	Raymond James & Associates, Inc.
Goldman Sachs Bank USA	Royal Bank of Canada
Guardian Life Insurance Co Claims	Russell Investment Management
Hartford	RWE
Hiscox Insurance Company Inc.	SEI Investments Co
HSBC Bank, USA N.A	Sompo International
HCSC Insurance Services Co	Starr Indemnity & Liability Company
Horizon Healthcare Services Inc	Starwood
Hudson Bay Capital Management, L.P.	State Street Corp
Invesco Ltd	Sumitomo Corp.
Iron Mountain Inc	Summit Investment Partners Inc
J Safra Sarasin Investmentfonds AG	Sun Life Financial Inc

**Enviva Inc.**

Swiss Re Corporate Solutions Elite  
Insurance Corporation  
Teachers Insurance & Annuity Assoc  
TECO Peoples Gas  
Thompson Machinery Commerce Corp  
Thornburg Investment Management In  
Toyota Tsusho Corp.  
Toyota Industries Commercial Finance Inc  
Transamerica Investment Services  
Truist Securities, Inc  
UBS AG  
University Of Texas At Dallas  
US Bank National Association  
Van Eck Associates Corporation  
Virtu Americas, LLC  
Waste Management Of Virginia Inc  
Wells Fargo & Co  
Wilmington Trust, National Association  
Zurich American Insurance Co

FedEx Freight Inc.  
Fisher and Phillips LLP  
Hill Dickinson LLP  
Holland & Hart LLP  
Hunton Andrews Kurth LLP  
Jefferies, LLC  
Jones Day  
Jones Walker LLP  
JPMorgan Chase Bank, NA  
Kilpatrick Townsend & Stockton LLP  
Kurtzman Carson Consultants  
Kutak Rock LLP  
Lazard Frères & Co. LLC  
Macquarie Asset Management (NZ), LTD  
Maynard Cooper & Gale PC  
Meridian Compensations Partners LLC  
Miller & Chevalier Chartered  
Morgan Stanley  
Nelson Mullins Riley & Scarborough LLP  
North Carolina Department of  
Environmental Quality  
Ogletree Deakins Nash Smoak & Stewart  
Orrick Herrington & Sutcliffe LLP  
Prudential Financial Inc  
PwC US Tax LLP  
Raymond James & Associates, Inc.  
Robert Half International Inc  
Vinson & Elkins LLP  
Wells Fargo & Co  
Wilmington Trust NA  
Womble Bond Dickinson US LLP  
Workiva Inc

**Professionals & Advisors**<sup>3</sup>

Addleshaw Goddard LLP  
Akin Gump Strauss Hauer & Feld LLP  
Ankura Trust Company, LLC  
Aon Risk Services Southwest Inc  
Baker Botts LLP  
Bank of America Merrill Lynch Proprietary  
Trading  
BDO USA LLP  
Blank Rome LLP  
BNP Paribas  
Bradley Arant Boult Cummings LLP  
Broadridge ICS  
Butler Snow LLP  
Cahill Gordon & Reindel LLP  
Davis Polk  
Deloitte Financial Advisory Services LLP  
Dentons Europe LLP  
Ernst & Young US LLP  
Evercore

**Significant Joint Venture Partners**<sup>4</sup>

Ares Management  
AT&T Corp  
Bank of America Merrill Lynch Proprietary  
Trading  
Barclays Bank PLC  
Blackstone

<sup>3</sup> These professionals have represented clients in matters where A&M was also an advisor (or provided interim management services) to the same client. In certain cases, these professionals may have engaged A&M on behalf of such client.

<sup>4</sup> These parties or their affiliates are significant joint venture partners of other clients or former clients of A&M or its affiliates in wholly unrelated matters.

**Enviva Inc.**

Blue Cross & Blue Shield  
California Public Employees Retirement  
System  
Engie  
Ernst & Young US LLP  
Federated Investment Management  
Company  
John Hancock Life Insurance Company  
(U.S.A.)  
Macquarie Asset Management (NZ), LTD  
Marubeni Corp.  
Microsoft Corporation  
Mitsubishi HC Capital America, Inc.  
Mitsui Sumitomo Insurance Company of  
America  
Morgan Stanley  
Pramerica Management Co SA  
Sumitomo Corp.  
Toyota Industries Commercial Finance Inc  
University Of Texas At Dallas  
Wells Fargo & Co  
Weyerhaeuser NR Company  
Wilmington Savings Fund Society, FSB

Akin Gump Strauss Hauer & Feld LLP  
Amazon Capital Services Inc  
Aramark Refreshment Services  
Atlantech Online Inc  
AT&T Corp  
Axis Enterprises Inc Dba Axis Promotions  
Baker Botts LLP  
Bank of America Merrill Lynch Proprietary  
Trading  
Bank of Montreal  
Bank of New York Mellon Corp  
BDO USA LLP  
Blackstone  
Blank Rome LLP  
Blue Cross & Blue Shield  
BNP Paribas  
Carefirst BlueCross BlueShield  
CBRE Inc  
CDW Direct LLC  
Chubb  
Cigna Health and Life Insurance  
Cisco Systems Capital Corporation  
Citibank, N.A.  
Concur Technologies Inc  
Crystal Springs Inc  
Davis Polk  
De Lage Landen Financial Services Inc  
Deloitte Financial Advisory Services LLP  
Dentons Europe LLP  
DocuSign Inc  
Earthworm  
Endurance American Ins Co. (Sompo)  
Erie Family Life Insurance Co  
Ernst & Young US LLP  
Evercore  
Factiva Inc  
FedEx Freight Inc  
Fidelity National Title Insurance Company  
Goldman Sachs Bank USA

**Board Members/Officers/Employees**<sup>5</sup>

Alexander, Ralph  
Leuschen, David M.  
Pierre F. Lapeyre, Jr.  
Ubben, Jeffery W.  
Whitlock, Gary L.

**Government and Regulatory**<sup>6</sup>

California Public Employees Retirement  
System  
Utah State Tax Commission

**A&M Vendors**<sup>7</sup>

Addleshaw Goddard LLP  
AIG

<sup>5</sup> These parties or their affiliates are or were board members, officers or members of management of other clients or former clients of A&M or their affiliates in wholly unrelated matters.

<sup>6</sup> A&M and/or an affiliate is currently providing or has provided certain consulting or interim management services to these government entities or regulatory agencies in wholly unrelated matters.

<sup>7</sup> These parties or their affiliates provide or have provided products, goods and/or services (including but not limited to legal representation) to A&M and/or its affiliates

Guardian Life Insurance Co Claims  
Hartford  
HSBC Bank, USA N.A.  
Hunton Andrews Kurth LLP  
IES Commercial, Inc.  
Iron Mountain Inc.  
John Hancock Life Insurance Company  
(U.S.A.)  
Jones Day  
Jones Walker LLP  
JPMorgan Chase Bank, N.A.  
Kilpatrick Townsend & Stockton LLP  
Lenovo Financial Services  
Liberty Mutual Insurance Company  
Lloyd's London  
Maynard Cooper & Gale PC  
Microsoft Corporation  
National Union Fire Ins Co of Pits, PA  
Nationwide  
Nelson Mullins Riley & Scarborough LLP  
Oracle America Inc  
Orrick Herrington & Sutcliffe LLP  
Pinnacle  
Principal Financial Group Inc  
Prudential Financial Inc  
PwC US Tax LLP  
Robert Half International Inc  
Staples Inc.  
Swiss Re Corporate Solutions Elite  
Insurance Corporation  
Teachers Insurance & Annuity Assoc  
Transamerica Investment Services  
UBS AG  
Uline Inc.  
University Of Texas at Dallas  
Wells Fargo & Co  
Womble Bond Dickinson US LLP  
XL Specialty Insurance Co  
Zurich American Insurance Co

**Individual Parties w/Indeterminate A&M  
Connections**<sup>8</sup>

Baird, John, Jr.  
Jackson, Lee  
Scott, John  
Todd, Jonathan

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<sup>8</sup> A&M used reasonable efforts to determine whether the large number of individual Potential Parties in Interest in these chapter 11 cases are related to individual parties who appeared in A&M's Client Database; however, A&M may have been unable to identify with specificity certain connections based on the generality of such individuals' names and/or the information available to A&M at this time. To the extent A&M's connections to such individual parties were unable to be confirmed, A&M has separately identified these parties on this Schedule as "Indeterminate."

**EXHIBIT C**

**Proposed Order**



Code; and it appearing that no other or further notice need be provided; and it appearing that the relief requested by this Application is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED, AND DECREED that:**

1. The Application is granted to the extent set forth herein.
2. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.
3. Pursuant to sections 327(a) and 328 of the Bankruptcy Code, the Debtors are hereby authorized to retain A&M as financial advisors to the Debtors, effective as of the Petition Date on the terms set forth in the Engagement Letter.
4. The terms of the Engagement Letter, including without limitation, the compensation provisions and the indemnification provisions, as modified by the Application, are reasonable terms and conditions of employment and are hereby approved.
5. To the extent there is inconsistency between the terms of the Engagement Letter, the Application, and this Order, the terms of this Order shall govern.
6. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Dated: \_\_\_\_\_

Alexandria, Virginia

/s/ \_\_\_\_\_  
The Honorable Brian F. Kenney  
United States Bankruptcy Judge



WE ASK FOR THIS:

/s/  
Michael A. Condyles (VA 27807)  
Peter J. Barrett (VA 46179)  
Jeremy S. Williams (VA 77469)  
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901 East Byrd Street, Suite 1000  
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Telephone: (804) 644-1700  
Facsimile: (804) 783-6192

- and -

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Jessica C. Peet (admitted *pro hac vice*)  
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Telephone: (212) 237-0000  
Facsimile: (212) 237-0100

- and -

Matthew J. Pyeatt (admitted *pro hac vice*)  
Trevor G. Spears (admitted *pro hac vice*)  
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Dallas, Texas 75201  
Telephone: (214) 220-7700  
Facsimile: (214) 220-7716

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

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

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

/s/