

Fill in this information to identify the case:

Debtor Enviva Inc.

United States Bankruptcy Court for the: Eastern District of Virginia
(State)

Case number 24-10453

Official Form 410
Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. **Who is the current creditor?** Ankura Trust Company, LLC, as Administrative Agent and Collateral Agent
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?** No
 Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

<p>Where should notices to the creditor be sent?</p> <p>See summary page</p>	<p>Where should payments to the creditor be sent? (if different)</p> <p>See Attachment A See Attachment A See Attachment A, Attachment Attachment</p>
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Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Contact phone _____ Contact phone _____
Contact email ryan.roy@ankura.com Contact email _____

(see summary page for notice party information)

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. **Does this claim amend one already filed?** No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?** No
 Yes. Who made the earlier filing? _____



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _

7. How much is the claim? \$ See Attachment A. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
See Attachment A

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: See Attachment A
Basis for perfection: See Attachment A
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ See Attachment A
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: See Attachment A



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input checked="" type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ <u>See Attachment A</u>

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/13/2024
MM / DD / YYYY

/s/Gayani Crawford
Signature

Print the name of the person who is completing and signing this claim:

Name Gayani Crawford
First name Middle name Last name

Title Senior Director

Company Ankura Trust Company, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 140 Sherman Street, 4th Floor, Fairfield, CT, 06824

Contact phone _____ Email Gayani.Crawford@ankura.com



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 249-2695 | International (310) 751-2601

Debtor: 24-10453 - Enviva Inc. District: Eastern District of Virginia, Alexandria Division		
Creditor: Ankura Trust Company, LLC, as Administrative Agent and Collateral Agent Ryan M. Roy 140 Sherman Street 4th Floor Fairfield, CT, 06824 Phone: Phone 2: Fax: Email: ryan.roy@ankura.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Disbursement/Notice Parties: See Attachment A See Attachment A See Attachment A, Attachment, Attachment Phone: Phone 2: Fax: E-mail: DISBURSEMENT ADDRESS		
Cahill Gordon and Reindel LLP Joel Moss and Jordan Wishnew 32 Old Slip New York, NY, 10005 Phone: Phone 2: Fax: E-mail: jwishnew@cahill.com		
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: See Attachment A	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: See Attachment A	Includes Interest or Charges: None	
Has Priority Claim: Yes	Priority Under: 11 U.S.C. §507(a)(): See Attachment A	
Has Secured Claim: Yes: See Attachment A Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: Yes, See Attachment A	Nature of Secured Amount: Describe: See Attachment A Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: See Attachment A Amount Unsecured:	

Submitted By:

Gayani Crawford on 13-Jun-2024 12:59:16 p.m. Eastern Time

Title:

Senior Director

Company:

Ankura Trust Company, LLC

Optional Signature Address:

140 Sherman Street, 4th Floor

Fairfield, CT, 06824

Telephone Number:**Email:**

Gayani.Crawford@ankura.com

ATTACHMENT A

ADDENDUM TO MASTER PROOF OF CLAIM OF ANKURA TRUST COMPANY, LLC

Claims Arising out of or Relating to the Prepetition Credit Agreement

1. Ankura Trust Company, LLC (“Ankura”) is the Administrative Agent and Collateral Agent (in such capacities, the “Prepetition Agent”) on behalf of the Lenders (as defined in the Prepetition Credit Agreement (as defined herein)) and Issuing Banks (as defined in the Prepetition Credit Agreement), in such capacities, the “Prepetition Lenders” and, collectively with the Prepetition Agent, the “Prepetition Secured Parties”) pursuant to: (a) that certain Credit Agreement, dated as of April 9, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Prepetition Credit Agreement” and, together with all instruments, agreements and documents related thereto, including all of the Loan Documents (as defined in the Prepetition Credit Agreement), the “Prepetition Loan Documents”) among Enviva Inc. (the “Borrower”, and, together with each other Loan Party (as defined in the Prepetition Credit Agreement), the “Debtors”)¹, the Lenders, the Issuing Banks, Barclays Bank PLC, and the other Persons (as defined in the Prepetition Credit Agreement) party thereto; and (b) that certain Resignation, Waiver, Consent and Appointment Agreement, dated as of February 16, 2024 (as amended, renewed, supplemented or otherwise modified, the “Agreement”) by and among Barclays Bank PLC as the resigning administrative agent and collateral agent for the Lenders, as the resigning swing line lender and as a resigning issuing bank, and Ankura, as the successor administrative agent and collateral agent for the Lenders. Pursuant to the Agreement, the Prepetition Agent is the successor in interest to Barclays

¹ A complete list of the Debtors referred to in this Master Proof of Claim is set forth in Appendix 1 attached hereto.

Bank PLC under that certain Forbearance Agreement, dated as of February 15, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Prepetition Forbearance Agreement”) among Enviva Inc., certain subsidiaries thereof, Barclays Bank PLC, as administrative agent and collateral agent, and the consenting lenders party thereto from time to time.

2. In order to secure, for the benefit of the Prepetition Secured Parties, all of the obligations of the Borrower and the other Loan Parties under the Prepetition Loan Documents (including all “Secured Obligations” as defined in the Prepetition Security Documents (as defined below)), certain of the Loan Parties entered into that certain Amended and Restated Guarantee and Collateral Agreement, dated as of October 18, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”, and, together with all other Security Documents (as defined in the Prepetition Credit Agreement), the “Prepetition Security Documents”). Further, pursuant to the Security Agreement, the Borrower, together with each of the Guarantors (as defined in the Prepetition Credit Agreement), have unconditionally guaranteed, jointly and severally, the Secured Obligations.

3. As authorized by the United States Bankruptcy Court for the Eastern District of Virginia (the “Court”) in its *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* [D.I. 458] (the “Final DIP Order”), and pursuant to the *Order (I) Establishing Bar Dates and Procedures and (II) Approving*

the Form and Manner of Notice Thereof [D.I. 321]², (the “Bar Date Order”) and Article VIII of the Prepetition Credit Agreement, this Master Proof of Claim (as defined in the Final DIP Order) is filed by the Prepetition Agent on behalf of itself and the other Prepetition Secured Parties (without need for any other Prepetition Secured Party to file a separate proof of claim) and includes the Prepetition Secured Parties’ claims against all of the Debtors arising out of, relating to or secured by any of the Prepetition Loan Documents (collectively, the “Claims”).

4. As authorized by paragraph 27 of the Final DIP Order, this Master Proof of Claim is filed in the Lead Case against the Borrower and each other Loan Party that is a Debtor. Pursuant to the Bar Date Order and the Final DIP Order, this Master Proof of Claim shall serve as a valid and effective proof of claim in the Chapter 11 Cases (as defined in the Final DIP Order) of all of the Debtors. For the avoidance of doubt, pursuant to paragraph 27 of the Final DIP Order, none of the Prepetition Secured Parties is required to file a proof of claim in the Chapter 11 Cases or any Successor Case (as defined in the Final DIP Order) in order to assert claims on behalf of itself or other Prepetition Secured Parties for payment of Prepetition Senior Secured Debt (as defined below) arising under the Prepetition Loan Documents, including, without limitation, any principal, unpaid interest, fees, expenses and other amounts under the Prepetition Loan Documents. Nevertheless, the Prepetition Agent has filed this Master Proof of Claim solely as a matter of administrative convenience. Pursuant to paragraph 27 of the Final DIP Order, the Prepetition Agent has not attached any instruments, agreements or other documents evidencing the obligations owing by each of the Debtors to the Prepetition Secured Parties, which instruments, agreements or other documents will be provided to counsel to the Debtors (subject to appropriate confidentiality

² All docket references are to the docket in case number 24-10453 (BFK) (the “Lead Case”)

terms acceptable to the Prepetition Agent) upon reasonable written request to counsel to the Prepetition Agent. This Attachment (and Appendix 1 hereto) to this Master Proof of Claim is intended to be, and should be treated as, part of this Master Proof of Claim.

The Bankruptcy Cases

5. On March 12, 2024 (the “Petition Date”), the Debtors each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in this Court.

6. This Master Proof of Claim is filed in accordance with this Court’s Final DIP Order.³

Summary of Claims

7. This Master Proof of Claim includes all principal amounts owed from time to time by the Borrower and any other Loan Party under the Prepetition Loan Documents. As of the Petition Date, the Borrower and each Loan Party was liable to the Prepetition Secured Parties in the aggregate principal amount of not less than \$103,950,000.00 in respect of Term Loans (as defined in the Prepetition Credit Agreement), \$568,545,880.03 in respect of Revolving Loans *plus* \$1,384,870.00 in respect of the face amount of Letters of Credit (each as defined in the Prepetition Credit Agreement), in each case pursuant to and in accordance with the terms of, the Prepetition Loan Documents, plus accrued and unpaid interest thereon and fees, expenses (including any attorneys’, accountants’, appraisers’ and financial advisors’ fees and expenses, in each case, that are chargeable or reimbursable under the Prepetition Loan Documents to either the Agent or any Prepetition Secured Party), costs, charges, indemnities and other Obligations (as defined in the

³ Pursuant and subject to the terms of the Final DIP Order, the Court granted to the Prepetition Secured Parties the Adequate Protection Obligations (as defined in the Final DIP Order). This Master Proof of Claim is for prepetition claims only and not in respect of any claims for adequate protection arising out of the Final DIP Order, which claims were fully and finally allowed pursuant to such order.

Prepetition Credit Agreement) incurred in connection therewith as provided in the Prepetition Loan Documents (collectively, the “Prepetition Senior Secured Debt”), which Prepetition Senior Secured Debt has been guaranteed on a joint and several basis by each of the Debtors.

8. This Master Proof of Claim includes all interest on the outstanding Prepetition Senior Secured Debt, which interest (and without limitation of any earlier accrual) was subject to accrual at a rate inclusive of default interest under Section 2.07 of the Prepetition Credit Agreement (and each Loan (as defined in the Prepetition Credit Agreement) (other than, as of the Petition Date, the \$20,000,000 of existing Term SOFR Loans (as defined in the Prepetition Credit Agreement) (the “Existing SOFR Loans”)) being outstanding at Alternate Base Rate (as defined in the Prepetition Credit Agreement)), in the aggregate amount of no less than \$8,958,322.75 as of the Petition Date, any additional fees, expenses (including any attorneys’, accountants’, appraisers’ and financial advisors’ fees and expenses, in each case, that are chargeable or reimbursable under the Prepetition Loan Documents to either the Agent or any Prepetition Secured Party), costs, charges, indemnities, premiums (if any), other Obligations and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing and all other amounts owed from time to time by the Borrower and any other Loan Party under the Prepetition Loan Documents, whether accrued prior to or after the Petition Date, including any paid-in-kind fees or other fees and/or any other amounts added to the principal amount of the Obligations due under the Prepetition Credit Agreement and pursuant to the Prepetition Forbearance Agreement. The Borrower and each other Loan Party is also liable to the Prepetition Secured Parties for interest (including, without limitation, interest accruing at the applicable default rate and each Loan, other than the Existing SOFR Loans, being outstanding at Alternate Base Rate), as provided for in the Prepetition Credit Agreement and in the Prepetition Forbearance Agreement, accruing before or after the Petition

Date and compounded until all amounts owed under the Prepetition Loan Documents (including, without limitation, all interest, fees and expenses owed thereunder) are irrevocably paid in cash in full, plus any additional fees, expenses (including any attorneys', accountants', appraisers' and financial advisors' fees and expenses, in each case, that are chargeable or reimbursable under the Prepetition Loan Documents to either the Agent or any Prepetition Secured Party), costs, charges, indemnities, other Obligations and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing and all other Obligations owing under or in connection with the Prepetition Loan Documents, whether due and payable at maturity, by acceleration or otherwise.

9. This Master Proof of Claim includes all rights to additional interest, fees, premiums and damages in respect thereof either by virtue of operation of provisions of the Prepetition Loan Documents or by virtue of denial of the right to invoke such provisions due to the failure of the Debtors to timely disclose the existence of an Event of Default (as defined in the Prepetition Credit Agreement). Without limiting the foregoing, to the extent that any Event of Default may have existed under the Prepetition Credit Agreement prior to the Petition Date, the Prepetition Secured Parties may be separately entitled to additional interest under the Prepetition Credit Agreement for the relevant prior period(s), and such additional interest shall be deemed included in this Master Proof of Claim. In addition, the existence of any Default (as defined in the Prepetition Credit Agreement) prior to the Petition Date, even if undisclosed, would have permitted acceleration of the due date of the Obligations under the Prepetition Credit Agreement and the accrual of interest under the Prepetition Credit Agreement pursuant to Section 2.07 of the Prepetition Credit Agreement, and any additional interest that would have been payable under the Prepetition Credit Agreement had such acceleration occurred is included in this Master Proof of Claim.

10. In addition to the amounts referred to in the paragraphs above, this Master Proof of Claim includes all unpaid fees, costs and expenses payable under the Prepetition Loan Documents to any Prepetition Secured Party. The Borrower and each other Loan Party is liable to each Prepetition Secured Party for fees and expenses as provided in the Prepetition Loan Documents (including, without limitation, commitment fees, amendment fees, agent's fees and other similar amounts, and all out-of-pocket expenses incurred by the Administrative Agent, the Collateral Agent, any Issuing Bank, the Swing Line Lender (as defined in the Prepetition Credit Agreement) or any Lender in connection with the enforcement or protection of its rights in connection with Prepetition Loan Documents or in connection with the Loans made or Letters of Credit issued thereunder (including all counsel fees and expenses of the Prepetition Agent and of the Prepetition Secured Parties, including, but not limited to, the reasonable and documented fees, costs, and expenses of Cahill Gordon & Reindel LLP and Hunton Andrews Kurth LLP, each as counsel to the Prepetition Agent)). For the avoidance of doubt, amounts in respect of certain professional fees and expenses of the Prepetition Secured Parties are also entitled to be paid pursuant to the Final DIP Order.

11. This Master Proof of Claim is asserted for all contingent and/or unliquidated Claims for which any Debtor is liable (including, without limitation, Claims for indemnification and contribution of any previous, existing or future Prepetition Secured Party or Agent). In particular, and without in any way limiting any rights in respect of any such contingent and/or unliquidated Claims, the Borrower and each other Loan Party is jointly and severally liable for indemnifying and holding Ankura harmless from any and all losses, claims, damages, liabilities and related expenses, including reasonable counsel fees, charges and disbursements (excluding the allocated costs of in house counsel and limited to not more than one counsel for Ankura, taken as a whole,

and, if necessary, a single local counsel in each appropriate jurisdiction for Ankura, taken as a whole (and, in the case of an actual or perceived conflict of interest, where Ankura informs the Borrower of such conflict and thereafter retains its own counsel with the Borrower's prior written consent (not to be unreasonably withheld), of another firm of counsel for Ankura)), incurred by or asserted against Ankura arising out of, in any way connected with, or as a result of (i) the execution or delivery of the Prepetition Credit Agreement or any other Prepetition Loan Document or any agreement or instrument contemplated thereby, the performance by the parties thereto of their respective obligations thereunder or the consummation of the transactions and the other transactions contemplated hereby, (ii) the use of the proceeds of the Term Loans or the Revolving Loans or the use of any Letter of Credit (including any refusal by any Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit) or (iii) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not Ankura is a party thereto and regardless of whether such matter is initiated by a third party or by the Borrower or any of their subsidiaries or Affiliates (as defined in the Prepetition Credit Agreement).

Reservation of Rights

12. The Claims included in this Master Proof of Claim are secured to the extent of the value of the Collateral (as defined in the Prepetition Loan Documents). Pursuant to the Prepetition Security Documents, the Borrower and the other Loan Parties granted to the Prepetition Agent, for the benefit of the Prepetition Secured Parties, a security interest in and fully perfected first priority continuing liens on all right, title and interest of the Borrower and the other Loan Parties in, to and under the Collateral (which, for the avoidance of doubt, includes certain Cash Collateral (as defined in the Final DIP Order)) and all proceeds, products, accessions, rents and profits thereof,

in each case whether then owned or existing or thereafter acquired or arising. In addition, the Prepetition Agent and one or more other Prepetition Secured Parties may have rights of setoff, recoupment or to assert a constructive trust against assets or cash held by the Debtors in respect of Claims sought hereunder. Accordingly, amounts due and owing by the Borrower and the other Loan Parties (including, for the avoidance of doubt, each of the Debtors) to the Prepetition Secured Parties under the Prepetition Loan Documents are secured by perfected liens on the Collateral. Subject to paragraph 18 of the Final DIP Order, the Debtors have, among other things, stipulated that the Prepetition Liens (as defined in the Final DIP Order) on the Collateral are valid, binding, enforceable, non-avoidable, and properly perfected and that the Obligations (as defined in the Prepetition Credit Agreement) constitute allowed, secured claims under the Bankruptcy Code. Out of an abundance of caution, the Prepetition Agent files this Master Proof of Claim on behalf of itself and the other Prepetition Secured Parties for any and all Claims or other obligations of the Debtors or the other Loan Parties arising from, affected by or subject to any challenge action, including, without limitation, as the direct or indirect result of a Challenge (as defined in the Final DIP Order).

13. To the extent that the aggregate amount of the Claims against the Debtors exceeds the value of the Collateral (including any collateral granted pursuant to the Final DIP Order), setoff rights and Adequate Protection Obligations (as defined in the Final DIP Order), the Prepetition Secured Parties have unsecured Claims against each of the Debtors, and said unsecured Claims are included in this Master Proof of Claim.

14. No judgment has been rendered on the Claims set forth in this Master Proof of Claim. This Master Proof of Claim is not subject to any setoff, netting, deduction, recoupment or

counterclaim. In addition to all other rights, the Prepetition Agent reserves all rights under section 1111(b) of the Bankruptcy Code.

15. The assertion of Claims by the Prepetition Agent herein is not a concession or admission as to the correct characterization or treatment of any such Claims, or as to the validity or accuracy of any valuation of the Collateral, nor a waiver of any rights of any of the Prepetition Secured Parties. The execution and filing of this Master Proof of Claim does not constitute: (a) a waiver or release of any Prepetition Secured Party's rights against any other entity or person liable for or any other source of recovery in connection with all or part of the Claims; (b) a waiver or release of any Prepetition Secured Party's rights, Claims or causes of action arising under or in connection with the Final DIP Order; (c) a consent by any Prepetition Secured Party to the jurisdiction or adjudicative authority of the Court with respect to any proceeding commenced against or otherwise involving such Prepetition Secured Party; (d) a consent by any Prepetition Secured Party to the treatment of any non-core claim against it as a core claim; (e) a waiver of the Prepetition Secured Parties' right to have any and all final orders in any and all non-core matters entered after de novo review by a United States District Court judge or the Prepetition Secured Parties' right to a trial by jury in any proceeding as to any and all matters so triable, whether designated legal or private rights, or in any case or controversy or proceeding related thereto, notwithstanding the designation of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b) or otherwise, and whether such jury trial is pursuant to statute or the United States Constitution; (f) a waiver of the right to move to withdraw the reference with respect to the subject matter of the Claims or otherwise, including, without limitation, any objection or other proceedings commenced with respect thereto, or any other proceedings commenced against or otherwise involving such Prepetition Secured Party; (g) a waiver of any right to the subordination, in favor

of such Prepetition Secured Party, of indebtedness or liens held by other creditors of the Debtors; (h) an election of remedies that waives or otherwise affects any other remedies; (i) a waiver of any right to arbitration or other alternative dispute resolution mechanism that is otherwise applicable; (j) a waiver or release of any Prepetition Secured Party's rights against any Debtor, non-Debtor obligor or other entity or person liable for all or part of any Claim described herein; (k) a waiver of any rights that any Prepetition Secured Party may have pursuant to section 506(b) of the Bankruptcy Code; or (l) a waiver of any additional Claims or other rights that any Prepetition Secured Party may have against any of the Debtors.

16. The Prepetition Agent, on behalf of itself and the other Prepetition Secured Parties, expressly: (a) reserves and does not waive any right or remedy of any Prepetition Secured Party, including, without limitation, (i) any right or remedy under applicable law and/or the Prepetition Loan Documents, (ii) any right to any security held by or for any Prepetition Secured Party, (iii) any right to claim an interest in specific assets or (iv) any other rights or causes of action that any Prepetition Secured Party has or may have against any or all of the Debtors or any other person or persons (including any non-Debtor Loan Party or any other person co-liable with or that stands in surety to any Debtor); (b) reserves the right to assert any additional claims or interests or to file additional proofs of claim at any time, in any manner, and for any reason, either before or after any applicable bar date established under the Bar Date Order, including for secured status or priority, claims for indemnities, state and common laws causes of action, and interest owed on account of any claims included herein; (c) reserves the right to amend or supplement this Master Proof of Claim in any respect, including, without limitation, by (i) asserting Claims arising from or relating to the avoidance of transfers made to the Prepetition Secured Parties or any other entity, (ii) specifying the dollar amount of any part of the Claims that is not stated in specific amounts

herein, (iii) specifying the amount of fees, costs and charges owed to any Prepetition Secured Party to the extent not set forth herein, (iv) specifying additional interest, fees, costs or charges arising prior or subsequent to the date of confirmation of any plan of reorganization or (v) restating the amount of any portion of the Claims; and (d) reserves the right to assert that all or any part of the Claims described herein are administrative expenses entitled to priority under sections 507(a)(2) and 507(b) of the Bankruptcy Code, including, but not limited to, costs and expenses (including attorneys' fees and disbursements) incurred by any of the Prepetition Secured Parties that remain unpaid and amounts to which the Prepetition Secured Parties are entitled under the Prepetition Loan Documents, including the Prepetition Senior Secured Debt, which amounts have been accruing and continue to accrue, and reserves the right to file a claim or application for payment of such administrative expenses.

17. The Prepetition Agent, on behalf of itself and the other Prepetition Secured Parties, reserves all of the Prepetition Secured Parties' procedural and substantive defenses and rights, including a right to a jury trial, with respect to any claim that may be asserted against the Prepetition Secured Parties by any of the Debtors, any trustee for the Debtors' estates, any other party-in-interest in the Cases, or any other person or entity whatsoever.

18. Nothing contained in this Master Proof of Claim shall be deemed an admission by the Prepetition Agent or the Prepetition Lenders. The Prepetition Agent expressly reserves the right to withdraw this Master Proof of Claim as if it had never been filed.

19. Each and every description in this Master Proof of Claim of (i) the Prepetition Loan Documents, (ii) the Final DIP Order, (iii) any other relevant documents, (iv) any signatory thereunder or (v) any collateral granted in connection with or pursuant thereto is, in each case,

qualified in its entirety by reference to the applicable provisions of such documents, and all such documents are incorporated herein by reference. In the event of any inconsistency between this Master Proof of Claim and any such document, the relevant document shall control.

20. This Master Proof of Claim is filed with full reservation of all rights, including, but not limited to, the right to request administrative expense reimbursements based on events, information and/or documents obtained from the Debtors or others through discovery or otherwise and with full reservation of Ankura's rights and/or claims (solely in its capacity as the Prepetition Agent) against any party other than the Debtors, including property of the Debtors' bankruptcy estate. Without in any way limiting the foregoing, Ankura (solely in its capacity as the Prepetition Agent) reserves its right to assert any claim it may have against the Debtors against any other party or property other than the Debtors' estate.

Notices

21. All notices and other pleadings relating to this Master Proof of Claim should be addressed as follows:

Ankura Trust Company, LLC
140 Sherman Street
4th Floor
Fairfield, CT 06824
Attn: Ryan M. Roy

Cahill Gordon & Reindel LLP
32 Old Slip
New York, NY 10005
Attn: Joel Moss & Jordan Wishnew

22. Wire instructions for payments relating to this Master Proof of Claim are as follows:

Account Name:	Ankura Trust
Account Number:	1511022764
Bank Name:	Texas Capital Bank
Bank Address:	Texas Capital Bank 2350 Lakeside Blvd, Suite 800 Richardson, TX 75082
ABA / Routing Number (Wires Only):	111017979
SWIFT Code (U.S. Dollars):	TXCBUS44

23. Payments relating to this Master Proof of Claim should be addressed as follows:

Ankura Trust Company, LLC
140 Sherman Street
4th Floor
Fairfield, CT 06824
Attention: Ryan M. Roy; Gayani Crawford

24. The request for copies of notices to be sent to Cahill Gordon & Reindel LLP will not be deemed authorization of Cahill Gordon & Reindel LLP to accept service of process on behalf of the Prepetition Secured Parties.

Appendix 1

Debtor List

Debtor Name	Last Four of TIN	Case No.
Enviva Inc.	7730	24-10453
Enviva Pellets Greenwood, LLC	0482	24-10455
Enviva Pellets Lucedale, LLC	2059	24-10456
Enviva Pellets Waycross, LLC	3402	24-10457
Enviva Port of Pascagoula, LLC	8852	24-10458
Enviva Shipping Holdings, LLC	4873	24-10459
Enviva Aircraft Holdings Corp.	3879	24-10460
Enviva Management Company, LLC	0857	24-10461
Enviva Energy Services, LLC	8414	24-10462
Enviva GP, LLC	3583	24-10463
Enviva Holdings GP, LLC	7930	24-10465
Enviva Pellets Bond, LLC	7437	24-10466
Enviva, LP	5617	24-10467
Enviva Development Finance Company, LLC	5445	24-10469
Enviva Holdings, LP	8506	24-10470
Enviva Partners Finance Corp.	8925	24-10472
Enviva Pellets, LLC	9073	24-70505