Docket #1352 Date Filed: 11/12/2024

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

In re:	Chapter 11
ENVIVA INC., *et al.*,	Case No. 24-10453 (BFK)
Debtors.[1]	(Jointly Administered)

DECLARATION OF GLENN NUNZIATA, INTERIM CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER OF ENVIVA INC., IN SUPPORT OF CONFIRMATION OF THE AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF ENVIVA INC. AND ITS DEBTOR AFFILIATES

I, Glenn Nunziata, make this declaration pursuant to 28 U.S.C. § 1746:

1. I am the Interim Chief Executive Officer and Chief Financial Officer of Enviva Inc., a corporation organized under Delaware law ("Enviva" or, together with the other above-captioned debtors and debtors in possession, the "Debtors").[2] I joined Enviva in August 2023 as Executive Vice President and Chief Financial Officer. Since November 2023, I have served in my current role as Interim Chief Executive Officer and Chief Financial Officer of Enviva. I have more than 25 years of experience in finance, strategy, accounting, treasury, and risk management with various organizations. Before joining Enviva, I was the Chief Financial Officer of Smithfield Foods Inc., an $18 billion company that owns and operates processing facilities across the U.S. and works with thousands of farmers and landowners each year managing its diversified supply

[1] Due to the large number of Debtors in these jointly administered chapter 11 cases, a complete list of the Debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list may be obtained on the website of the Debtors' claims and noticing agent at https://www.veritaglobal.net/enviva. The location of the Debtors' corporate headquarters is: 7500 Old Georgetown Road, Suite 1400 Bethesda, MD 20814.

[2] Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan or the Confirmation Brief, as applicable.

chain. Before that, I spent approximately 19 years at Ernst & Young, with my last position as a partner in assurance services. I hold a Bachelor of Science and a Master's degree in Accounting from James Madison University.

2. I submit this declaration (this "Declaration") in support of confirmation of the *Amended Joint Chapter 11 Plan of Reorganization of Enviva Inc. and Its Debtor Affiliates*, dated October 4, 2024 (as may be amended, modified, or supplemented in accordance with the terms thereof, the "Plan"), and the *Debtors' Memorandum of Law in Support of Confirmation of the Amended Joint Chapter 11 Plan of Reorganization of Enviva Inc. and Its Debtor Affiliates* (the "Confirmation Brief"), filed substantially contemporaneously herewith.

3. In my capacity as Interim Chief Executive Officer and Chief Financial Officer of the Debtors, I am familiar with the Debtors' day-to-day operations, business and financial affairs, books and records, and employees. I am also familiar with the terms of the Debtors' Plan and Disclosure Statement. Except as otherwise indicated, all facts in this Declaration are based upon (a) my personal knowledge, (b) my discussions with the Debtors' management team and advisors, (c) my review of relevant documents (including the Plan and Disclosure Statement) and information concerning the Debtors' operations, financial affairs, and restructuring initiatives, or (d) my opinions based upon my experience and knowledge, including my knowledge of accounting and other financial matters.

4. I am over the age of eighteen and authorized to submit this declaration on behalf of the Debtors. If called upon to testify, I could and would testify competently to the facts set forth in this declaration.

Background and Plan Summary

5. I believe that the Debtors, after months of arm's-length, good faith negotiations, have proposed a restructuring in the Plan that maximizes stakeholder recoveries and positions the

Debtors for success upon their emergence from chapter 11. The Plan has the support of the Ad Hoc Group, the Consenting Bond Green Bondholders, the Committee, and the RWE Committee. Such consensus was memorialized in four related agreements disclosed throughout the Chapter 11 Cases:

a. the Restructuring Support Agreement among the Debtors and the Consenting 2026 Noteholders, the Consenting Senior Secured Credit Facility Lenders, the AHG Consenting Bond Green Bondholders, and Consenting Epes Green Bondholders (collectively, the "Restructuring Support Parties") to support and vote in favor of the Plan on the terms and conditions set forth therein;

b. the Bond Green Bonds Restructuring Support Agreement among the Debtors and the Consenting Bond Green Bondholders and the Bond Green Bonds Indenture Trustee (collectively, the "Bond Green Bonds Restructuring Support Parties") to support and vote in favor of the Plan on the terms and conditions set forth therein; and

c. a settlement between the Debtors, the Ad Hoc Group, the Committee, and the RWE Committee (the "Global Settlement"), the terms of which are incorporated into the Plan, pursuant to which all issues relating to: (i) the litigation and disputes relating to the Final DIP Order and DIP appeal, (ii) the valuation of the Reorganized Debtors, Subscription Rights, and Reorganized Enviva Inc. Interests, (iii) the scope of the releases set forth in the Plan, and (iv) any and all disputes that might be raised impacting the allocation of value among the Debtors and their respective assets, were resolved.

6. The restructuring embodied in the Plan: (a) reduces the Debtors' pro forma indebtedness by approximately $1.4 billion and reduces annual interest expense by approximately $70 million; (b) capitalizes the Debtors with approximately $1.05 billion in new debt commitments pursuant to a first lien senior secured Exit Facility through an alternative financing obtained as part of a best-efforts exit financing process; (c) provides for a fully backstopped new money equity investment through a Rights Offering of (i) $250 million, plus (ii) amounts of the DIP Tranche A Loans and DIP Tranche A Notes held by Holders that did not subscribe for Reorganized Enviva Inc. Interests pursuant to the DIP Tranche A Equity Participation; (d) reduces the Debtors' pre-petition and post-petition funded debt obligations through the distribution of rights to purchase

equity interests in Reorganized Enviva Inc. to Holders of DIP Tranche A Claims and Holders of Bond General Unsecured Claims; (e) effectuates a global and integrated compromise and settlement of all disputes between and among the Debtors, the Ad Hoc Group, the Committee, and the RWE Committee, which secures meaningful recoveries for general unsecured creditors; (f) establishes and funds a Litigation Trust; and (g) enjoys near-unanimous support, including the acceptance of every Voting Class of creditors.

7. In addition, the restructuring embodied in the Restructuring Support Agreement and the DIP Facility Agreement contemplated an overbid toggle mechanism – the Overbid Process – that obligated the Debtors to actively market offers for alternative transactions that met certain requirements, including the repayment in full of certain claims (including principal, interest, and other fees allowed under the applicable instruments). Pursuant to the Overbid Procedures, the Debtors, with the assistance of their advisors, actively marketed the Debtors' assets for sale. As set forth in the *Notice of Conclusion of the Overbid Process* [Docket No. 1275], filed on November 4, 2024, no Bids were received on or before the Bid Deadline (each as defined in the Overbid Procedures). Accordingly, the Debtors cancelled the Auction (as defined in the Overbid Procedures) and concluded the Overbid Process.

8. Given the foregoing, I believe that the Plan provides the best actionable restructuring transactions available to the Debtors' Estates, and the broad consensus for the Plan attests to its fairness and value to the Debtors' Estates and stakeholders. I also believe that the Plan, including (a) the Global Settlement, and (b) the other settlements and compromises of Claims, Interests, and controversies embodied therein, is in the best interests of the Debtors, the Estates, and represents the Debtors' best available pathway to emergence.

A. The Global Settlement Is Fair and Equitable

9. I was involved in the structuring and negotiation of the Global Settlement between the Debtors, the Ad Hoc Group, the Committee, and the RWE Committee, which is a foundational component of the Plan. I understand that the Global Settlement is supported by all major constituencies in these Chapter 11 Cases and provides a consensual framework for Confirmation of the Plan.

10. Since the Petition Date, the Debtors have worked tirelessly and cooperatively with key stakeholders to propose a Plan that garners the broadest support possible among these key stakeholders. Although the August 30, 2024 filing of the *Joint Chapter 11 Plan of Reorganization of Enviva Inc. and Its Debtor Affiliates* [Docket No. 1054] (the "Initial Plan") and the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Enviva Inc. and Its Debtor Affiliates* [Docket No. 1055] (the "Initial Disclosure Statement") represented a significant step towards a restructuring of the Debtors' capital structure, the Debtors recognized the need to continue substantial negotiations with key stakeholders to resolve contested matters in the case and achieve an expedient and value-maximizing emergence from chapter 11.

11. The Global Settlement represents the culmination of the Debtors' months-long efforts to engage in extensive, arm's-length negotiations with key stakeholders to reach a global, consensual resolution on as many previously unresolved and contested Plan issues as possible. These negotiations were conducted in good faith by the Debtors, the Ad Hoc Group, the Committee, and the RWE Committee, each represented by sophisticated professionals. The Global Settlement is the direct result of each of the foregoing stakeholders' careful examination and negotiation of Plan issues and is the direct byproduct of hard-fought, arm's-length negotiations. Ultimately, it resolves potentially difficult and diverse issues that would otherwise need to be litigated at Confirmation and on a post-emergence basis. As a result, the Global Settlement avoids

the significant cost and expense of litigation that would otherwise be borne by the Debtors' Estates and their stakeholders. It is a significant achievement that will facilitate a prompt, efficient conclusion of the Chapter 11 Cases and emergence from bankruptcy.

12. As set forth in greater detail in the Plan, the Global Settlement, among other things:

- increases the cash recovery available for Non-Bond General Unsecured Claims from $13 million to $41.94 million;
- establishes a Litigation Trust, transferring all of the Debtors' rights, title, and interest in and to all of the Litigation Trust Assets, including the Excluded Claims, for the benefit of Holders of Allowed General Unsecured Claims;
- releases all Avoidance Actions held by the Debtors against any Released Avoidance Action Parties; and
- provides for the payment of the professional fees and expenses of the individual members of the Committee up to a total cap of $1,000,000.

13. Pursuant to the Global Settlement, the Committee agreed to stay the DIP Appeal and hold such litigation in abeyance until the Effective Date (at which time the Committee will cause the DIP Appeal to be dismissed with prejudice), and the Committee, along with the RWE Committee, agreed to support the Plan and the Restructuring contemplated therein.

14. I believe that the Global Settlement is a crucial component of the Plan and was entered into by the Debtors based on their business judgment. Accordingly, I believe that the Global Settlement is fair, reasonable, and in the best interests of the Debtors and their estates.

B. The Alternative Exit Debt Financing

15. I understand that the Plan contemplates that on the Effective Date, the Reorganized Debtors will enter into the Exit Facility in accordance with terms of the Exit Facility Credit Agreement(s). I also understand that the Plan also authorizes the Debtors to enter into any alternative exit debt financing that is secured as part of a best-efforts exit debt financing process, in accordance with and subject to Article IV.B.2.b of the Plan.

16. I have been advised that as part of the best-efforts exit debt financing process, the Debtors received a proposal from a consortium of lenders (the "Alternative Exit Debt Financing Commitment Parties"), to fund a first-lien, senior secured exit facility in an aggregate principal amount of $1.05 billion (the "Alternative Exit Debt Financing") comprising (i) exit term loans in an aggregate outstanding principal amount equal to $800 million and (ii) delayed draw term loan commitment in an aggregate principal amount equal to $250 million.

17. As further described below, the Debtors identified the Alternative Exit Debt Financing as having superior terms compared to the committed Exit Facility from the Ad Hoc Group (such commitment, the "AHG Exit Facility"), and freely determined to exercise their business judgment in good faith and at arm's-length to enter into the Alternative Exit Debt Financing Commitment Letter with the Alternative Exit Debt Financing Commitment Parties, which letter was filed in the *First Amended Plan Supplement for the Amended Joint Chapter 11 Plan of Reorganization of Enviva Inc. and its Debtor Affiliates* [Docket No. 1283]. At this time, I understand that no objections have been raised to the Alternative Exit Debt Financing Commitment Letter or the terms thereof.

The Plan Satisfies the Requirements of Confirmation

18. I have been advised of the applicable standards under which a plan of reorganization may be confirmed under chapter 11 of the Bankruptcy Code. For the reasons detailed below, and based on my understanding of the Bankruptcy Code, I believe the Plan satisfies all applicable requirements for confirmation.

A. The Plan Meets Each of the Applicable Requirements for Confirmation under Section 1129(a)(1) of the Bankruptcy Code

19. I understand that section 1129(a)(1) of the Bankruptcy Code requires the Plan to comply with the applicable provisions of the Bankruptcy Code, including the rules governing the

classification of claims and interests (section 1122) and the provisions dictating the contents of a plan (section 1123). As detailed below, I have been advised by the Debtors' legal counsel that the Plan satisfies this requirement.

1. Proper Classification of Claims and Interests—Section 1122

20. It is my understanding that section 1122 of the Bankruptcy Code provides that "a plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests of such class." It is also my understanding that plan proponents enjoy broad discretion and "significant flexibility" in classifying claims and interests under section 1122(a), so long as the classification scheme is reasonable and that all claims or interests in a given class are substantially similar. Except for Administrative Claims, DIP Claims, and Priority Tax Claims, which I am advised need not be designated as Classes under the Plan, the Plan designates Claims against and Interests in the Debtors as follows:

Class	Claim/Interest	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Not Entitled to Vote *(Presumed to Accept)*
2	Other Secured Claims	Unimpaired	Not Entitled to Vote *(Presumed to Accept)*
3	Senior Secured Credit Facility Claims	Unimpaired	Not Entitled to Vote *(Presumed to Accept)*
4	NMTC Claims	Unimpaired	Not Entitled to Vote *(Presumed to Accept)*
5	Bond General Unsecured Claims	Impaired	Entitled to Vote
6	Non-Bond General Unsecured Claims	Impaired	Entitled to Vote
7	Intercompany Claims	Unimpaired / Impaired	Not Entitled to Vote *(Presumed to Accept or Deemed to Reject)*

8	Section 510(b) Claims	Impaired	Not Entitled to Vote *(Deemed to Reject)*
9	Intercompany Interests	Unimpaired / Impaired	Not Entitled to Vote *(Presumed to Accept or Deemed to Reject)*
10	Existing Equity Interests	Impaired	Not Entitled to Vote *(Deemed to Reject)*

21. Based on my familiarity with the Debtors' businesses and my review of the Plan and related documents, I believe that all Claims and Interests within each class have the same or similar rights against the Debtors. I also believe that the Plan provides for separate classification of Claims against and Interests in the Debtors based upon differences in such Claims' and Interests' nature and legal rights to the Debtors' property and their priority. Indeed, the classification structure generally tracks the Debtors' prepetition corporate and capital structure, including the relative priority between secured and unsecured claims, and divides Claims and Interests into Classes based upon the instruments giving rise to such Claims and Interests. Other aspects of the classification scheme are grounded in valid business, legal, and factual distinctions that justify the given classification structure. As a result, I believe that the Plan complies with section 1122 of the Bankruptcy Code.

2. The Plan's Mandatory Content Is Appropriate—Section 1123(a)

22. I have been advised that the Plan fully complies with each of the requirements of section 1123(a) of the Bankruptcy Code, based on the following:

- Section 1123(a)(1): Article III of the Plan designates Classes of Claims and Interests.
- Section 1123(a)(2): Article III of the Plan specifies the treatment of Unimpaired Classes of Claims and Interests.

- Section 1123(a)(3): Article III of the Plan specifies the treatment of Impaired Classes of Claims and Interests.

- Section 1123(a)(4): Article III of the Plan provides the same treatment for each Claim or Interest of a particular Class, unless the Holder of a particular Claim or Interest agrees to a less favorable treatment of such particular Claim or Interest. This applies to Holders within each Class.

- Section 1123(a)(5): Article IV, in conjunction with various other Plan provisions, provides adequate means for implementing the Plan.

- Section 1123(a)(6): Article IV.J of the Plan provides for the prohibition of non-voting equity securities, as implemented by the New Organizational Documents.

- Section 1123(a)(7): Article IV.L of the Plan provides that as of the Effective Date, the terms of the existing boards of directors of the Debtors will expire. Further, on the Effective Date and subject to any requirement of Court approval pursuant to section 1129(a)(5) of the Bankruptcy Code, the New Board will be appointed in accordance with the Plan, the New Organizational Documents, and other constituent documents of the Reorganized Debtors. As discussed herein, the appointment of the New Board, as well as the election of the executive teams of the Reorganized Debtors, is consistent with the interests of creditors and equity security holders and complies with public policy with respect to the manner of selection of the Reorganized Debtors' officers and directors.

23. Accordingly, I believe the requirements of section 1123(a) of the Bankruptcy Code have been satisfied.

3. The Plan's Discretionary Content Is Permitted—Section 1123(b)

24. I have been advised that section 1123(b) of the Bankruptcy Code allows a plan to include a variety of different permissive provisions. I believe that each of the Plan's permissive provisions comport with section 1123(b):

- Section 1123(b)(1): Article III of the Plan classifies and describes the treatment for Claims and Interests under the Plan, and identifies which Claims and Interests are impaired or unimpaired.

- Section 1123(b)(2): Article V of the Plan provides that all of the Debtors' Executory Contracts and Unexpired Leases will be assumed as of the Effective Date in accordance with section 365 of the Bankruptcy Code, unless expressly otherwise provided pursuant to the Plan. I understand that, in accordance with the Plan, the Debtors filed their Schedule of Rejected Executory Contracts and Unexpired

Leases and Schedule of Assumed Executory Contracts and Unexpired Leases with the Plan Supplement.

- Section 1123(b)(3): Article VIII of the Plan provides for a release of certain of the Debtors' Claims and Causes of Action. Moreover, Article VIII.A of the Plan incorporates the settlement of a variety of issues, Claims, Interests, and controversies. In addition, Article IV.G provides that, except as otherwise provided in the Plan, all of the Debtors' Causes of Action will vest in the Reorganized Debtors and that the Reorganized Debtors will retain, and may compromise or settle all such Causes of Action.

- Section 1123(b)(5): Article III of the Plan modifies the rights of Holders of Claims as set forth therein.

25. Accordingly, I believe that each of the foregoing permissive provisions is consistent with section 1123(b) of the Bankruptcy Code.

4. The Discretionary Contents of the Plan Are Permitted by Section 1123(b)(6) of the Bankruptcy Code

26. I have been advised that section 1123(b)(6) of the Bankruptcy Code also authorizes the inclusion of other appropriate provisions that are not inconsistent with the applicable provisions of the Bankruptcy Code. The Plan includes several such discretionary provisions, including (a) various terms discharging, releasing, and enjoining the pursuit of Causes of Action, and (b) a consensual third-party release of certain potential Causes of Action. The release and exculpation provisions result from extensive good faith and arm's-length negotiations by and among the Debtors and certain of the Released Parties and Exculpated Parties, respectively. I have been advised that such provisions are consistent with applicable case law and precedent in this district and comply with the Bankruptcy Code in all respects, and I believe they are integral components of the Plan.

(a) The Debtor Release Is Appropriate

27. I understand that Article VIII.D of the Plan provides for a release of certain Claims and Causes of Action of the Debtors and their Estates (the "Debtor Release"). I understand that

the Special Committee of the Debtors' Board of Directors, with the assistance of its retained and independent counsel Baker Botts LLP ("Baker Botts"), conducted an investigation to evaluate the propriety of potential claims relating to the Related Party Transactions (as defined in the Disclosure Statement). Kutak Rock LLP ("Kutak Rock") also investigated certain transactions and reported their findings to the Special Committee. As more fully set out in the Plan and Disclosure Statement, the Special Committee, together with Baker Botts and Kutak Rock, identified three categories of colorable claims: (a) the RWE Claims, (b) the Severance Payment Preference Claims, and (c) the R&I Payment Preference Claims (each as defined in the Disclosure Statement) (collectively, the "Colorable Claims"). The Special Committee, however, did not evaluate the likelihood of success on the merits of the Colorable Claims, the costs associated with litigating the Colorable Claims, or the damages potentially recoverable for the RWE Claims.

28. I understand that the Plan Evaluation Committee (of which I am not a member), a special committee designated by the Debtors' Board of Directors to, among other things, review, evaluate, independently assess, approve, and authorize the settlement of any claims or causes of action against the Company's directors, officers, affiliates, or shareholders, evaluated (a) the risk and expense of pursuing and (b) the benefits of retaining the Colorable Claims.

29. As a result of extensive analysis, I understand that the Plan Evaluation Committee determined in its business judgment that the Debtor Release is appropriate and in the best interests of the Debtors' Estates and stakeholders. I understand that the Plan Evaluation Committee also determined in its business judgment, for the benefit of the Debtors' Estates and Holders of General Unsecured Claims, to exclude the Excluded Claims from the Debtor Release. These Excluded Claims will be transferred to the Litigation Trust established for the benefit of Holders of Allowed General Unsecured Claims. As set out in greater detail in the Plan and Disclosure Statement, the

Plan Evaluation Committee's determinations were made on account of, among other things, potential defenses to such claims, the anticipated cost of litigating such claims, and the potential adverse impact of pursuing such claims to the value of the Reorganized Enviva Inc. Interests distributed under the Plan.

30. For the reasons set forth above, as well as in the Plan, Disclosure Statement, and Confirmation Brief, I believe that the Debtor Release is fair, equitable, and in the best interest of the Estates and should be approved. The Debtor Release constitutes an integral aspect of the extensive arm's-length negotiations that culminated in the Plan, and without the Debtor Release, key stakeholders may have been unwilling to participate in the proposed restructuring process, to the great detriment of all stakeholders. Further, no party has objected to the Debtor Release. Approval of the Debtor Release is in the best interests of the Debtors' Estates.

(b) The Third-Party Release Is Appropriate

31. Article VIII.E of the Plan provides for limited and fully consensual Third-Party Releases. Critically, every Holder of a Claim or Interest under the Plan must have affirmatively consented to the releases pursuant to the opt-in structure in order to be a Releasing Party.

32. The Third-Party Release is fully consensual. I understand that the Plan contains an opt-in structure whereby all Holders of Claims or Interests under the Plan are bound by the Third-Party Releases only upon affirmatively opting-in to the Third-Party Releases. I have been advised that parties in interest were provided with extensive notice of the terms of the Third-Party Release. The Confirmation Hearing Notice, which was served on all parties in interest, contained a prominent reminder in bold, underlined text that the Plan contained exculpation, injunction, and release provisions. Further, the Holders of Claims and Interests in Classes 1-10 received either Ballots or Notices of Non-Voting Status, as applicable, that expressly included the Third-Party Releases and detailed instructions on the mechanics of opting-in to such releases. I have also been

advised that the Third-Party Release is sufficiently specific to put the Releasing Parties on notice of the Claims being released. Accordingly, I believe the decision of Holders of Claims and Interests to opt-in to the Third-Party Release reflects one that is intentional, conscious, and fully consensual.

33. It is my understanding that the Third-Party Release is an integral part of the Plan and a condition of the settlement set forth therein. The Third-Party Release facilitated participation by the Released Parties in both the Plan and the chapter 11 process and was critical in reaching consensus to support the Plan. Indeed, the Third-Party Release was a core negotiation point in negotiations with the Debtors' key stakeholders, who insisted on the inclusion of the Third-Party Release as a condition to supporting the Plan and related agreements.

34. I have been advised that the Third-Party Release is given for consideration. It is my understanding that the Released Parties have played an extensive and integral role in the Debtors' restructuring. I believe all parties in interest benefit from the Restructuring contemplated by the Plan and the significant contributions of the Released Parties in furtherance thereof, including the capital infusion through the Rights Offering, which is backstopped by the Rights Offering Backstop Parties, and the incurrence of the Alternative Exit Debt Financing. These contributions will allow for a holistic restructuring that will enable the Debtors to significantly reduce their funded debt and have sufficient liquidity to operate after the Effective Date.

35. Based on the foregoing, I believe that the Third-Party Release is appropriate and justified under the circumstances, and should therefore be approved.

(c) The Plan's Exculpation Provisions Are Appropriate

36. Article VIII.F. of the Plan contains a customary exculpation benefitting the Exculpated Parties for claims arising out of or relating to the Chapter 11 Cases and the agreements made in connection therewith (the "Exculpation"). The Exculpation carves out acts or omissions

that are determined in a Final Order to have constituted actual fraud, gross negligence, or willful misconduct.

37. I have been advised that the Exculpation is authorized pursuant to the Court's authority under sections 105, 1123(b), 1125, and 1129(a)(1) of the Bankruptcy Code. I understand that the Exculpation prevents collateral attacks against estate fiduciaries and others that participated actively in the Debtors' restructuring. It represents an integral component of the Plan, is the product of good faith, arm's-length negotiations among various parties (including the key constituents of the Chapter 11 Cases), and is appropriately and narrowly tailored in time and scope. I believe the Exculpated Parties are narrowly tailored to include only the Debtors, the Reorganized Debtors, the Committee, and each of its current and former members, and the current and former Affiliates of each of the foregoing, as well as any directors, officers, and professionals thereof solely to the extent that such exculpated parties have performed duties in connection with these Chapter 11 Cases. Each of these parties has made a significant contribution towards the consummation of the Debtors' restructuring and acted in good faith throughout the process that has culminated in a fully consensual Plan.

38. It is my understanding that all of the Debtors' key stakeholders support the Exculpation, including the Ad Hoc Group, the Committee, and the RWE Committee. The Debtors received no objections to the Exculpation from any economic stakeholder despite providing ample notice of its terms to all parties in interest, including by listing the entire Exculpation in the Ballots, the Notice of Non-Voting Status, and the various opt-in forms.

39. Based on the foregoing, I believe that the Exculpation affords reasonable and appropriate protections that parties reasonably relied and rely upon in actively engaging in the Debtors' restructuring efforts, to the benefit of all of the Debtors' stakeholders.

(d) The Injunction Is Appropriate

40. Article VIII of the Plan contains an injunction provision that permanently enjoins all Entities who have held, hold, or may hold Claims, Interests, or Causes of Action that have been released, discharged, or are subject to the Exculpation, from, among other things, commencing or continuing any action against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties on account of such Claims or Interests (the "Injunction").

41. I believe that the Injunction is necessary to implement, preserve, and enforce the Plan's release, discharge, exculpation, and gatekeeping provisions, which are integral to the Plan. Furthermore, the Injunction is properly tailored to achieve its objective and only encompasses Claims or Causes of Action that have been voluntarily released. Accordingly, I believe that the Court should approve the Injunction in connection with approving the discharge, release, and exculpation provisions included in the Plan.

(e) The Plan's Cure Process Is Appropriate under Section 1123(d)

42. Article V.D of the Plan provides for the satisfaction of the Cure Claims associated with each Executory Contract or Unexpired Lease to be assumed. Specifically, the Debtors or the Reorganized Debtors, as applicable, shall pay the Cure Claims, if any, as indicated on the Cure Notice distributed to the counterparties of assumed Executory Contracts and Unexpired Leases. Any disputed Cure Claim will be determined in accordance with the procedures set forth in Article V.D of the Plan and applicable law.

43. As such, I have been advised that the Plan provides that the Debtors will cure, or provide adequate assurance that the Debtors will promptly cure, defaults with respect to assumed Executory Contracts or Unexpired Leases in compliance with section 365(b)(1) of the Bankruptcy Code, and therefore complies with section 1123(d) of the Bankruptcy Code. Based upon the

foregoing, I believe the Plan complies fully with sections 1122 and 1123, and therefore satisfies the requirements of section 1129(a)(1) of the Bankruptcy Code.

B. The Debtors Have Complied with Section 1129(a)(2) of the Bankruptcy Code

44. To my understanding, based on discussions with the Debtors' legal counsel and other advisors, section 1129(a)(2) of the Bankruptcy Code requires compliance with the disclosure, solicitation, and voting requirements set forth in sections 1125 and 1126 of the Bankruptcy Code.

1. Section 1125: Postpetition Disclosure Statement and Solicitation

45. Following the Court's entry of the Disclosure Statement Order, I understand that the Noticing and Claims Agent solicited votes and/or modified votes, as applicable, on the Plan consistent with the Court-approved Voting Procedures. I understand that the Debtors did not solicit acceptances of the Plan from any Holder of a Claim before entry of the Disclosure Statement Order.

2. Section 1126: Acceptance of the Plan

46. I understand that the Debtors solicited acceptances of the Plan only from the Holders of Claims in the Voting Classes, which are the only Classes that are Impaired and entitled to vote on the Plan. In addition, it is my understanding that the Debtors did not solicit votes to accept or reject the Plan from the Holders of Claims and Interests in the Non-Voting Classes, as I have been advised by counsel that the non-Voting Classes are either (a) Unimpaired and, therefore, deemed to have accepted the Plan or (b) Impaired and presumed to have rejected the Plan.

47. I have also been advised that holders of an impaired class of claims or interests must vote in favor of a plan by at least two-thirds in amount and more than one-half in number of the allowed claims, or interests, of such class to accept the plan. Of those who timely voted, Holders of Claims in Class 5 and Class 6 in excess of these statutory thresholds voted to accept the Plan.

48. Based on the foregoing, I believe that the requirements of sections 1125 and 1126 of the Bankruptcy Code have been satisfied, and thus, the Debtors have satisfied the requirements of section 1129(a)(2) of the Bankruptcy Code.

C. Section 1129(a)(3): The Plan Has Been Proposed in Good Faith and Is Not by Any Means Forbidden by Law

49. I believe the Debtors have proposed the Plan in good faith and solely for the legitimate and beneficial purpose of restructuring the Debtors' balance sheet, maximizing recoveries for creditors, and positioning the Debtors' business for future success. The Plan represents the culmination of months of good faith, arm's-length negotiations among the Debtors and their key stakeholders. The Debtors' management team and advisors acted in good faith and in the best interests of the Estates in evaluating and negotiating the Plan, the Restructuring Support Agreement, the Bond Green Bonds Restructuring Support Agreement, the Rights Offering, the Rights Offering Backstop Agreement, the Alternative Exit Debt Financing and the Alternative Exit Debt Financing Commitment Letter, the Global Settlement, and the Restructuring contemplated in connection with the finalization and execution of the necessary documents for each of the foregoing. Throughout that process, I believe that the Debtors, their officers and directors, and their advisors have sought to forge consensus among stakeholders wherever possible.

50. Based on the foregoing, I believe that the Plan is "not by any means forbidden by law" and, indeed, is in full compliance with the Bankruptcy Code and applicable non-bankruptcy law. Accordingly, I believe the Debtors have proposed the Plan in good faith in compliance with section 1129(a)(3) of the Bankruptcy Code.

D. Section 1129(a)(4): The Plan Provides That Professional Fees and Expenses Are Subject to Court Approval

51. I understand that Article II.B of the Plan provides that all Professional Fees must be approved by the Court as reasonable pursuant to final fee applications, and Article XI.2 of the

Plan provides that the Bankruptcy Court retains jurisdiction to "decide and resolve all matters related to the granting and denying, in whole or in part, of any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code, the Confirmation Order, or this Plan." Based on the foregoing, I believe the Plan complies with the requirements of section 1129(a)(4) of the Bankruptcy Code.

E. Section 1129(a)(5): The Debtors Disclosed All Necessary Information Regarding Directors, Officers, and Insiders

52. As part of the Plan Supplement, the Debtors disclosed the identities and affiliations of the New Board, to the extent known, as well as the process by which such officers and directors have been, or will be, selected.

53. I believe that the manner of naming and selecting directors and officers provided in the Plan Supplement is consistent with public policy. Accordingly, I believe that the Plan satisfies section 1129(a)(5) of the Bankruptcy Code.

F. Section 1129(a)(6): The Plan Does Not Contain Any Rate Changes

54. It is my understanding that section 1129(a)(6) of the Bankruptcy Code requires applicable government approval of "any rate change provided for in the plan." I believe section 1129(a)(6) is inapplicable to the Chapter 11 Cases, as the Plan does not provide for any rate changes.

G. Section 1129(a)(7): The Plan Satisfies the "Best Interests Test"

55. I understand that section 1129(a)(7) requires that, with respect to each impaired class of claims or interests, each individual holder of a claim or interest has either accepted the plan or will receive or retain, on account of their claim or interest, property having a present value, as of the effective date of the plan, of not less than what such holder would receive if the debtors were liquidated under chapter 7 of the Bankruptcy Code at that time. Accordingly, I understand

that the "best interests test" is satisfied where the estimated recoveries under a proposed plan for a debtors' stakeholders that reject that plan are greater than or equal to the recoveries such stakeholders would receive in a hypothetical chapter 7 liquidation. Based on my familiarity with the businesses, operations, and assets of the Debtors, my understanding of the Plan, the events that have occurred during these Chapter 11 Cases, the results of the Overbid Process, the Liquidation Analysis, and discussions I have had with the Debtors' management and other personnel, I believe that the Plan satisfies the "best interests test" of section 1129(a)(7) of the Bankruptcy Code.

56. The Debtors and their advisors have analyzed the value of the Plan to the Estates, and have concluded that the Plan provides for a greater recovery than would be the case in a hypothetical liquidation under chapter 7 of the Bankruptcy Code. More specifically, the Debtors, with the assistance of their advisors, have prepared a hypothetical liquidation analysis (the "Liquidation Analysis"). The Debtors carefully completed the Liquidation Analysis after extensive due diligence. The Liquidation Analysis indicates the estimated recoveries that could be obtained by Holders of Claims and Interests in a hypothetical liquidation pursuant to Chapter 7 of the Bankruptcy Code, as an alternative to the Plan.

57. I understand that, subject to the assumptions and qualifications contained therein, the Liquidation Analysis establishes that all Holders of Claims and Interests in Impaired Classes will receive or retain property under the Plan valued, as of the Effective Date, in an amount greater than or equal to the value of what they would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code.

58. I believe that the Debtors' Liquidation Analysis is sound, reasonable, and incorporates justified assumptions and estimates regarding the liquidation of the Debtors' assets and claims, such as the (a) additional costs and expenses that would be incurred by the Debtors as

a result of a chapter 7 liquidation and (b) substantial increase in claims that may arise in a chapter 7 liquidation. I also understand that the Liquidation Analysis takes into account various assumptions, including that (i) on the date of conversion to a chapter 7 liquidation, (a) the Debtors' operations and purchasing of raw material would cease, and the only funding available will come from the Debtors' current cash on hand and the liquidation proceeds, (b) the Court would appoint a Trustee who would commence liquidating and monetizing the Debtors' assets over a 3-month period (the "Marketing Period"), and (c) the wind-down of the Debtors' Estates would occur over a 3-month period concurrent with the Marketing Period. The assumptions and estimates in the Liquidation Analysis are appropriate in the context of these Chapter 11 Cases and are based upon the collective knowledge and expertise of the Debtors' management and advisors, all of whom have intimate knowledge of the Debtors' businesses and relevant industry or restructuring experience.

59. Based on the foregoing, I believe that the Plan satisfies the requirements of the "best interests" test under section 1129(a)(7) of the Bankruptcy Code.

H. Section 1129(a)(8): The Plan Has Been Accepted by an Impaired Voting Class

60. I understand that Section 1129(a)(8) of the Bankruptcy Code requires that "[w]ith respect to each class of claims or interests – (A) such class has accepted the plan; or (B) such class is not impaired under the plan." As has been explained to me by the Debtors' counsel and as set forth in the Voting Declaration, all Voting Classes voted to accept the Plan well in excess of two-thirds in amount and one-half in number of Holders entitled to vote in such Classes who voted on the Plan. I also understand from Debtors' counsel that Classes 8 and 10 are deemed to reject the Plan under 1126(g) of the Bankruptcy Code and Classes 7 and 9 are potentially deemed to reject the Plan under 1126(g) of the Bankruptcy Code. However, as discussed below, I further believe that the Debtors have satisfied the requirements of section 1129(a)(10) of the Bankruptcy Code,

and thus will be able to "cram-down" the remaining Impaired Classes under section 1129(b) of the Bankruptcy Code.

I. Section 1129(a)(9): The Plan Provides for Payment in Full of All Allowed Priority Claims

61. It is my understanding that the Plan provides that Allowed Administrative Claims and Allowed Priority Tax Claims will be paid in full in Cash on or as soon as reasonably practicable after the Effective Date or, if not then due or Allowed, on or as soon as reasonably practicable after the date such Claim is due or becomes Allowed, or otherwise in the ordinary course of business or as agreed with the relevant Holder of such Claims, all consistent with sections 1129(a)(9)(A)-(C) of the Bankruptcy Code.

J. Section 1129(a)(10): At Least One Class of Impaired Claims Has Accepted the Plan

62. I understand that the Plan complies with section 1129(a)(10) of the Bankruptcy Code as Classes 5 and 6 are both Impaired and have accepted the Plan, without including the acceptance of the Plan by any insiders in such Classes. Accordingly, I believe the Plan satisfies section 1129(a)(10) of the Bankruptcy Code.

K. Section 1129(a)(11): The Plan Is Feasible

63. Based on my understanding of the Plan, the advice of the Debtors' advisors, and my experience with the Debtors' businesses and industry, I believe that the Plan is feasible. For purposes of determining the feasibility of the Plan, the Debtors' management prepared financial projections that were attached as Exhibit F to the Disclosure Statement (the "Financial Projections") with the assistance of their financial advisor. The Financial Projections were integral to the development of the Reorganized Debtors' valuation analysis performed by Lazard Frères & Co. LLC, the Debtors' investment banker, that was attached to the Disclosure Statement as Exhibit G.

64. Based on my review of the Financial Projections, I believe that the Reorganized Debtors will be able to make all payments required pursuant to the Plan, and therefore, that Confirmation of the Plan is not likely to be followed by liquidation or the need for further reorganization. I understand that the Financial Projections demonstrate that, upon emergence, the Debtors will possess sufficient liquidity to meet the necessary distributions required under the Plan and to sustain viable business operations going forward. Through liquidity to be provided by the Alternative Exit Debt Financing, the Reorganized Debtors are anticipated to have sufficient liquidity to pay interest and scheduled amortization on all of their outstanding indebtedness and to fund capital expenditures related to their ongoing business operations.

65. Therefore, as reflected in the Financial Projections and based on the Debtors' proposed post-emergence capital structure, it is my opinion that the Reorganized Debtors will have sufficient liquidity to (a) make all payments and other distributions required under the Plan, (b) satisfy ongoing obligations, and (c) maintain their business operations on and after the Effective Date on a going-forward basis. It is also my opinion that after emerging from bankruptcy with a significantly deleveraged capital structure, reduced annual interest expense, and having secured valuable exit financing, the Debtors will be better positioned to compete in the energy industry. I also believe that the Reorganized Debtors will be able to repay or refinance on commercially reasonable terms any and all of the indebtedness contemplated by the Plan at or prior to the maturity of such indebtedness.

66. Further, I believe that the Plan is the product of extensive negotiations and discussions among the Debtors and their key stakeholders. The Debtors' stakeholders extensively reviewed the Debtors' Financial Projections and their business plan, which ultimately resulted in the terms incorporated into the Plan. Indeed, the substantial majority of Holders of the DIP

Tranche A Claims have agreed to participate in the DIP Tranche A Equity Participation, thereby evidencing their conviction that the Plan is feasible. Accordingly, the Plan satisfies the feasibility requirements of section 1129(a)(11) of the Bankruptcy Code.

L. Section 1129(a)(12): All Statutory Fees Have Been or Will Be Paid under the Plan

67. I understand that the Plan provides that all statutory fees payable under section 1930 of title 28 of the United States Code, which are afforded priority as administrative expenses, due and payable before the Effective Date shall be paid by each of the Debtors or the Reorganized Debtors, as applicable, for each quarter, until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first. I believe the Plan, therefore, complies with section 1129(a)(12) of the Bankruptcy Code.

M. Section 1129(a)(13): The Plan Does Not Modify Retiree Benefits

68. I understand that section 1129(a)(13) of the Bankruptcy Code requires that retiree benefits are paid post-confirmation at any levels established in accordance with section 1114 of the Bankruptcy Code. Article IV.S satisfies this requirement by providing for the continuation of payment of retiree benefits (if any) after the Effective Date. Accordingly, I believe that the Debtors are not seeking to modify retiree benefits pursuant to section 1114 of the Bankruptcy Code.

N. Section 1129(b): The Plan Satisfies the "Cram Down" Requirements

69. As discussed above, all Voting Classes voted to accept the Plan (collectively, the "Accepting Classes"). Accordingly, "cram down" is only relevant to Class 7 (Intercompany Claims), Class 8 (Section 510(b) Claims), Class 9 (Intercompany Interests), and Class 10 (Existing Equity Interests), which have been deemed under certain circumstances, to reject the Plan. Based on my understanding, the Plan may be confirmed as to each of these Classes pursuant to the "cram down" provisions of section 1129(b) of the Bankruptcy Code.

1. The Plan Does Not Discriminate Unfairly

70. As it has been explained to me, the Plan does not discriminate unfairly with respect to any Class. There is no unfair discrimination among the Accepting Classes and the Classes of Claims that are Impaired under the Plan and are deemed, or may be Impaired under the Plan and are conclusively deemed, to reject the Plan:

- Class 5 (Bond General Unsecured Claims) consists of all Claims arising under the 2026 Notes Indenture, Bond Green Bonds Indenture, and the Epes Green Bonds Indenture, and provides the Holders thereunder with specific rights and obligations against the Debtors arising from their respective investments, as applicable.

- Class 6 (Non-Bond General Unsecured Claims) consists of a broad array of non-financial General Unsecured Claims held by, among others, trade creditors, suppliers, servicers, vendors, litigation claimants, and contract counterparties, who each generally have different rights and obligations governing their Claims but whose Claims share a common general unsecured priority.

- Class 7 (Intercompany Claims) are legally distinct from both of these Classes and consist of insider Claims held by Debtors against other Debtors.

- Class 8 (Section 510(b) Claims) consists of all Section 510(b) Claims.

- Class 9 (Intercompany Interests) represents Interests held in the Debtors by other Debtors.

- Class 10 (Existing Equity Interests) consists of all interests in Enviva Inc. that existed prior to the Effective Date. Class 10 is legally distinct in nature from all other Classes—including Class 9 (Intercompany Interests)—because Class 10 represents all interests in Enviva Inc., the "top" of the Debtors' corporate structure, which are publicly held by a broad array of Holders. In contrast, Class 9 represents Interests held by Debtors in other Debtors. I have been advised that all Interests in Enviva Inc. are classified together and afforded the same treatment under the Plan. Similarly, all Intercompany Interests are classified together and afforded the same treatment under the Plan. These classes represent legally distinct interests. Accordingly, there I believe there is no unfair discrimination among the Holders of Interests in Class 9 and Class 10.

71. More broadly, based on the foregoing, I believe that there is no unfair discrimination among the Rejecting Classes and the Accepting Classes, and that there is a

reasonable basis for the disparate treatment among those Classes. Accordingly, I believe that the Plan does not "discriminate unfairly" with respect to any Impaired Classes of Claims or Interests.

2. The Plan Is Fair and Equitable

72. I have been advised that the Plan is fair and equitable with respect to each Impaired Class as distributions under the Plan are made in the order of priority prescribed by the Bankruptcy Code and in accordance with the rule of absolute priority.

73. I believe the "fair and equitable" rule is satisfied as to the other Classes that are deemed to reject the Plan (*i.e.*, the Rejecting Classes), as no Claims and Interests junior to each such Class, as applicable, will receive or retain any property under the Plan on account of such junior Claims or Interests. The Plan provides that on the Effective Date, all Intercompany Claims shall be adjusted, Reinstated, compromised, or discharged, and all Intercompany Interests shall be Reinstated and otherwise unaffected by the Plan or canceled in exchange for replacement equity interests in the applicable Reorganized Debtor. To the extent Reinstated, Intercompany Interests and Intercompany Claims are Unimpaired solely to preserve the Debtors' corporate structure and internal business operations, and Holders of such Intercompany Interests shall not otherwise receive or retain any property on account of such Intercompany Interests. The option to reinstate these Intercompany Interests and Intercompany Claims is designed to allow the Debtors to preserve their holding company structure and business operations instead of having to reconstitute a new one or recreate their internal business operations and relationships.

74. Because the Plan does not discriminate unfairly and is fair and equitable, I believe the Plan satisfies the "cram down" requirements of section 1129(b) of the Bankruptcy Code and may be confirmed.

O. Section 1129(c): The Plan Is the Only Plan Currently on File

75. I understand that the Plan is the only plan filed in these Chapter 11 Cases and, accordingly, section 1129(c) of the Bankruptcy Code does not apply.

P. Section 1129(d): The Purpose of the Plan Is Not Tax or Securities Law Avoidance

76. I believe that the principal purpose of the Plan is not the avoidance of taxes or the avoidance of section 5 of the Securities Act, and no governmental unit has objected to Confirmation of the Plan on such grounds.

Q. Section 1129(e): Does Not Apply to the Plan

77. I understand that the Chapter 11 Cases are not "small business cases" as that term is defined in the Bankruptcy Code.

R. The Plan's Settlements and Compromises Are Reasonable and Satisfy Bankruptcy Rule 9019

78. I believe that the Plan embodies a good faith compromise of Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a creditor or an Interest Holder may have with respect to any Allowed Claim or Allowed Interest or any distribution to be made on account thereof. I have been advised that settlement provisions in a chapter 11 plan must satisfy the standards used to evaluate compromises under Bankruptcy Rule 9019.

79. I believe that the Plan's settlements and compromises, including the Global Settlement, are the result of months of good faith, arm's-length negotiations among the parties to these settlements. The Plan's settlements and compromises, among other things:

- enable a clear path to the Plan and the Debtors' exit from chapter 11 with a deleveraged balance sheet, providing the Debtors with stability to competitively run their business on a go-forward basis;
- represent a comprehensive restructuring transaction, which facilitates a significant deleveraging of the Debtors, through the significant reduction of the Debtors' balance sheet liabilities;

- provide significantly improved recoveries to holders of Claims in Class 5 (Bond General Unsecured Claims) and Class 6 (Non-Bond General Unsecured Claims) as compared to their potential recovery in a liquidation; and

- have the support of key stakeholder constituencies, including the Committee, the RWE Committee, and the Ad Hoc Group.

80. I believe that the Plan's settlements and compromises enabled the Debtors to build additional consensus for the Plan and resolve all potential disputes with certain stakeholders and prevented the needless expense of additional discovery in connection with Confirmation with the Committee and the RWE Committee and on a post-emergence basis, as applicable. The Plan's settlements and compromises embody a number of compromises made by the Debtors and their stakeholders, including:

- members of the Ad Hoc Group provided and fully backstopped the Debtors' critical post-petition financing through the DIP Facility and permitted the Debtors' use of cash collateral;

- members of the Ad Hoc Group have (a) supported the transactions set forth in the Restructuring Support Agreement and the Plan, (b) agreed to compromise or waive certain of their own rights or Claims, and (c) agreed to participate in the DIP Tranche A Equity Participation, at such Holder's election;

- members of the Ad Hoc Group have provided and fully backstopped the Debtors' critical post-emergence debt and equity financing through the Exit Facility Commitment Letter and Backstop Commitment Agreement;

- the Committee and the RWE Committee have agreed to (a) support the Plan to reflect the Global Settlement and (b) withdraw and/or suspend all investigation, discovery, and/or litigation relating to the Restructuring, the Plan, or the Confirmation of the Plan; and

- the Committee, the Appellant in the DIP Appeal, has agreed to stay the DIP Appeal and hold such litigation in abeyance until the Effective Date, at which time the Committee will cause the DIP Appeal to be dismissed with prejudice.

81. I understand that the Debtors, the Ad Hoc Group, the Committee, and the RWE Committee are all represented by experienced and competent counsel and advisors who vigorously negotiated these settlements and compromises, as applicable, at arm's-length and in good faith. I

further understand that all parties and their counsel and advisors agree that approval of the Plan and the compromises contained therein is a significantly better outcome than the alternatives. Accordingly, I believe that the Plan's settlements and compromises collectively represent a reasonable resolution of the complex issues raised in these Chapter 11 Cases, result in a Plan that is fair, equitable, and in the best interest of the Debtors' Estates, and should therefore be approved by the Bankruptcy Court.

S. Good Cause Exists to Waive the Stay of the Confirmation Order

82. Under the circumstances, I believe that it is appropriate for the Bankruptcy Court to permit the Debtors to consummate the Plan and commence its implementation without delay after the entry of the Confirmation Order. Moreover, I believe the restructuring contemplated by the Plan was vigorously negotiated among sophisticated parties and is premised on preserving value of the Debtors as a going concern. That restructuring contemplates a series of complicated and time-consuming corporate reorganizational steps that must be taken in advance of the Effective Date. Given that time is of the essence, immediate effectiveness of the Confirmation Order would facilitate the Debtors' efforts to take the steps necessary to consummate the Plan by the Effective Date.

83. Finally, as set forth above, given the Debtors' extensive efforts to provide each of the voting parties, as well as their other stakeholders, a full measure of adequate notice, I believe that staying the Confirmation Order will not serve any due process-related ends. Accordingly, I believe the Debtors should be granted their request of a waiver of any stay imposed by the Bankruptcy Rules so that the proposed Confirmation Order may be effective immediately upon its entry.

Entry Into the Alternative Exit Debt Financing Commitment Letter Is in the Best Interests of the Debtors and Their Estates

84. As part of the best-efforts exit debt financing process, I, along with other members of the Debtors' management and board of directors, including the Plan Evaluation Committee of the Board of Directors, and in consultation with our financial and legal advisors, engaged in extensive arm's-length, good faith negotiations with the Alternative Exit Debt Financing Commitment Parties. After careful analysis and extensive negotiations, the Debtors and the Alternative Exit Debt Financing Commitment Parties agreed upon the terms of the Alternative Exit Debt Financing, which are fair and reasonable, and represent the best terms available to the Debtors.

85. Specifically, I have been advised that the terms of the Alternative Exit Debt Financing are more favorable to the Debtors vis-à-vis the terms of the AHG Exit Facility for a number of reasons.

86. *First,* it is my understanding that the Alternative Exit Debt Financing will provide the Debtors with substantially greater projected post-emergence liquidity relative to the AHG Exit Facility, as the terms of the Alternative Exit Debt Financing contemplate that 100% of the interest rate payments for the first twelve (12) months of the term can be paid-in-kind (as opposed to in cash). I believe that the positive impact on liquidity (potentially in excess of $75 million) would provide the Debtors with greater operational flexibility over the next twelve (12) months, a critical time for the Debtors' business as they approach the final phase of construction of the Epes plant, to be followed by an operational ramp-up period shortly thereafter.

87. *Second*, it is my understanding that the Alternative Exit Debt Financing has superior pricing relative to the AHG Exit Facility at higher leverage thresholds. For example, at a total net leverage ratio greater than 3.5x (which is currently forecasted in the Debtors' business plan until

year-end 2026), the Alternative Exit Debt Financing contemplates a lower interest rate than the AHG Exit Facility. As another example, under the Alternative Exit Debt Financing, the Debtors would pay a flat 2.50% rate on unused commitments under the Delayed Draw Term Loans (as defined in the Term Sheet), versus 50% of the drawn margin under the AHG Exit Facility (which equates to a range of 2.75% to 4.50%).

88. *Third*, I have been advised that the Alternative Exit Debt Financing does not include a ratings requirement, whereas the AHG Exit Facility requires the Debtors to obtain a credit rating within 60 days after the Effective Date. Thus, it is my belief that entering into the Alternative Exit Debt Financing would reduce administrative burden and cost on the Debtors relative to the AHG Exit Facility.

89. I understand that to obtain these benefits, the Debtors agreed to provide the Alternative Exit Debt Financing Commitment Parties customary and reasonable consideration for transactions of this type, including (a) an upfront premium (the "Upfront Premium") of 2.50% of the committed financing, excluding any delayed draw term loans, in respect of the Alternative Exit Debt Financing, paid-in-kind; (b) reimbursement of the reasonable and documented fees and expenses incurred in connection with the Alternative Exit Debt Financing (the "Alternative Exit Debt Financing Expense Reimbursement"); and (c) indemnification by the Debtors, including the payment of contribution and reimbursement claims for certain losses, claims, damages, liabilities, costs, and expenses arising out of or in connection with the Alternative Exit Debt Financing and the transactions contemplated thereby (the "Alternative Exit Debt Financing Indemnification Obligations").

90. I have been advised that payment of the Alternative Exit Debt Financing Obligations serves a number of purposes, including compensation for the Alternative Exit Debt

Financing Commitment Parties' binding commitment to fund the Alternative Exit Debt Financing, which is valuable in light of the opportunity cost associated with the commitment, particularly in the current economic environment. The Alternative Exit Debt Financing Commitment Parties are committing and reserving capital to fund the Alternative Exit Debt Financing and have invested significant time and resources negotiating and memorializing the terms of the Alternative Exit Debt Financing commitments and will continue to commit time and resources to fully documenting its terms in an agreement and any ancillary documents. I also understand that the Debtors have also agreed to the Alternative Exit Debt Financing Expense Reimbursement and to furnish customary indemnities. I have been advised that absent the Debtors' agreement to pay or incur the Alternative Exit Debt Financing Obligations, the Alternative Exit Debt Financing Commitment Parties would not have been willing to agree to the Alternative Exit Debt Financing, which represents the best terms available to the Debtors in respect of financing required to successfully emerge from these Chapter 11 Cases.

91. For these reasons, the Debtors have determined, in their business judgment and in consultation with their advisors, that their agreements to pay the Alternative Exit Debt Financing Obligations were essential and an appropriate means to obtain the Alternative Exit Debt Financing commitments. Compared to the substantial value provided by the Alternative Exit Debt Financing, I believe that the Alternative Exit Debt Financing Obligations are a reasonable use of estate resources and, to the extent the Alternative Exit Debt Financing Expense Reimbursement and Alternative Exit Debt Financing Indemnification Obligations are payable in cash, I understand that they should be accorded superpriority administrative expense claims of the Debtors' estate under sections 503(b) and 507 of the Bankruptcy Code, junior only to the DIP Superpriority Claims and the 507(b) Claims (each as defined in the Final DIP Order), and subject to the Carve-Out (as

defined in the Final DIP Order) in accordance with the terms of the Alternative Exit Debt Financing Commitment Letter. I believe the Alternative Exit Debt Financing Obligations are actual and necessary costs, not only for preserving the Debtors' estates, but also for maximizing their value and enhancing overall stakeholder recoveries.

92. I believe that a consensual, value-maximizing restructuring, such as the one contemplated by the Plan, signals to the Debtors' customers, vendors, employees, and other key stakeholders that the Debtors will emerge from these chapter 11 cases as a stable enterprise. The terms of the Plan and the Alternative Exit Debt Financing Commitment Letter reflect that goal. Because the Alternative Exit Debt Financing Commitment Letter represents the most value-maximizing transaction available to the Debtors at this time, I believe the Debtors' entry into the Alternative Exit Debt Financing Commitment Letter should be approved.

Conclusion

93. For the reasons discussed above, as the Debtors' Interim Chief Executive Officer and Chief Financial Officer, and having been involved in virtually every aspect of these Chapter 11 Cases, it is my belief that confirmation of the Plan is appropriate, in the best interests of the Debtors and their Estates, and should be approved.

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

November 12, 2024

/s/ Glenn Nunziata

Glenn Nunziata
Interim Chief Executive Officer and Chief Financial Officer
Enviva Inc.