

NOTICE AND INSTRUCTION FORM

to the Holders (the “Holders”) of

Shares of Common Stock, par value \$0.001

CUSIP 29415B103

of

ENVIVA INC., as Issuer

**with respect to the opportunity to participate as a lender in the
Debtor-in-Possession Credit Facility
in an aggregate principal amount not to exceed \$100,000,000**

IMPORTANT NOTICE
REGARDING THE OPPORTUNITY TO PARTICIPATE
IN THE DIP FACILITY

IF YOU ELECT TO PARTICIPATE IN THE DIP FACILITY, YOU WILL BE ENTERING INTO A BINDING LEGAL COMMITMENT WITH THE COMPANY. IF YOU SUBMIT A COMMITMENT TO PARTICIPATE IN THE DIP FACILITY PURSUANT TO THIS NOTICE AND INSTRUCTION FORM AND FAIL TO FUND THE COMMITMENT AMOUNT (AS SPECIFIED IN Item 2 OF THE SUBSCRIPTION FORM) BY THE FUNDING DATE, YOU WILL BE IN BREACH OF YOUR OBLIGATIONS TO THE COMPANY AND THE COMPANY RESERVES ALL RIGHTS IT MAY HAVE AGAINST YOU AT LAW OR IN EQUITY.

THE OPPORTUNITY IS NOT BEING GIVEN TO HOLDERS IN ANY JURISDICTION IN WHICH THE ACCEPTANCE OF THE OPPORTUNITY OR MAKING AN OFFER IN CONNECTION THEREWITH WOULD NOT BE IN COMPLIANCE WITH THE LAWS OF SUCH JURISDICTION.

EXCEPT AS MAY OTHERWISE BE AGREED BY THE COMPANY, THE OPPORTUNITY IS BEING GIVEN ONLY TO HOLDERS WHO ARE (i) INSTITUTIONAL ACCREDITED INVESTORS WITHIN THE MEANING OF RULE 501(A)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT OR AN ENTITY IN WHICH ALL OF THE EQUITY INVESTORS ARE SUCH “*INSTITUTIONAL ACCREDITED INVESTORS*” UNDER THE SECURITIES ACT, (ii) BENEFICIAL OWNERS OF COMMON STOCK OF THE COMPANY ON THE RECORD DATE OR PERMITTED DESIGNEES OF BENEFICIAL OWNERS, AND (iii) NOT THE BORROWER. THE COMPANY WILL TAKE REASONABLE STEPS TO VERIFY YOUR STATUS AS AN ACCREDITED INVESTOR AND WILL DETERMINE YOUR SUBMISSION TO BE INVALID IF IT CANNOT MAKE SUCH VERIFICATION.

EXPIRATION TIME

YOUR OPPORTUNITY TO ELECT TO PARTICIPATE IN THE DIP FACILITY WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON MARCH 28, 2024, UNLESS EXTENDED OR EARLIER TERMINATED BY THE COMPANY (SUCH DATE AND TIME, AS THE SAME MAY BE EXTENDED, THE “*EXPIRATION TIME*”). THERE ARE NO WITHDRAWAL RIGHTS ONCE THE SUBSCRIPTION FORM ATTACHED TO THIS NOTICE AND INSTRUCTION FORM IS VALIDLY DELIVERED. IF THE COMPANY DETERMINES TO ALLOW YOU TO WITHDRAW YOUR COMMITMENT, INCLUDING IN THE EVENT A MATERIAL CHANGE CAUSES THE COMPANY TO UPDATE THE INFORMATION RELATING TO THIS OPPORTUNITY TO PARTICIPATE AND EXTEND THE EXPIRATION TIME, ANY SUCH WITHDRAWAL WILL BE LIMITED AS SET FORTH IN ANY NOTICE THEREOF.

YOUR SUBSCRIPTION DOCUMENTS MUST BE RECEIVED BY YOUR NOMINEE WITH SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO COMPLETE THE NOMINEE CERTIFICATION ON YOUR BEHALF AND DELIVER IT TO THE INFORMATION AGENT BY THE EXPIRATION TIME.

NO SUBSCRIPTION FORM SUBMISSIONS WILL BE VALID IF DELIVERED AFTER THE EXPIRATION TIME. THE COMPANY WILL DETERMINE WHETHER A SUBSCRIPTION FORM TRANSMITTING AN ELIGIBLE HOLDER’S COMMITMENT TO PARTICIPATE HAS BEEN VALIDLY SUBMITTED AND WHETHER TO ACCEPT ANY SUBSCRIPTION FORM THAT HAS NOT BEEN VALIDLY EXECUTED AND DELIVERED.

To the Holders:

On March 12, 2024 Enviva Inc. (the “**Company**”) and certain of its subsidiaries (together with the Company, the “**Debtors**”) filed voluntary petitions (the “**Chapter 11 Petitions**”) for relief under the provisions of Chapter 11 of Title 11 of the United States Code (“**Chapter 11**”) in the United States Bankruptcy Court for the Eastern District of Virginia (the “**Bankruptcy Court**”). On March 15, 2024 the Debtors entered into a Debtor-in-Possession Credit and Note Purchase Agreement (the “**DIP Facility Agreement**”)¹ with (among others) certain creditors of the Company, which was approved by interim order of the Bankruptcy Court (the “**Interim Order**”) on March 15, 2024. The DIP Facility Agreement permits the Company to provide the Opportunity (as defined below) to certain of the holders of the Company’s shares of Common Stock, par value \$0.001 (the “**Common Stock**”) to participate in an aggregate principal amount not to exceed \$100,000,000 of the DIP Facility (the “**Aggregate Funding Amount**”) as set forth herein, subject to the procedures and documentation detailed herein.

Pursuant to and subject to the terms hereof, if you were a holder of the Company’s Common Stock as of March 11, 2024 (the “**Record Date**” and such holders, the “**Holders**”), you are being given notice of your opportunity (the “**Opportunity**”) to be a DIP Creditor in a secured multi-draw debtor-in-possession credit facility (the “**DIP Facility**”).

Notwithstanding the foregoing, unless otherwise agreed by the Company, only Holders that are (i) institutional accredited investors within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933, as amended (the “**Securities Act**”) or an entity in which all of the equity investors are such institutional accredited investors (an “**IAI**”), (ii) beneficial owners of Common Stock on the Record Date and (iii) not the Borrower (each, an “**Eligible Holder**”). If you are not an Eligible Holder, you may not participate in the Opportunity. The Company will take reasonable steps to verify your status as an IAI and will determine your submission to be invalid if it cannot make such verification. An Eligible Holder may designate another entity that is a partner, affiliate or related party of such Eligible Holder (“**Permitted Designee**”) to be a subscriber in the Opportunity by submitting a Certification of Designating Holder, substantially in the form set forth in Subscription Form attached to this Notice and Instruction Form.

Participating Holders will be subject to certain restrictions under the DIP Facility Agreement, including with respect to voting and information rights.

Certain principal terms of the DIP Facility and the Debtors’ contemplated restructuring are set forth in the DIP Facility Agreement, which is available at www.kccllc.com/Enviva (by clicking on the link for “DIP Syndication Materials”).

The DIP Facility provides for a maximum facility amount to the Company of up to \$500 million, structured in two \$250 million tranches (i) with Tranche A Commitments to be funded first, with the initial aggregate principal amount of up to \$150 million to be available to be borrowed on and after the date of the entry of the Interim Order and the remaining \$100 million to be available to be borrowed upon request by the Company after the date of the entry of the final order of the Bankruptcy Court authorizing and approving the Interim Order with such modifications as the Bankruptcy Court determines (the “**Final Order Funding Availability Date**”) and (ii) with Tranche B Commitments available to be borrowed in up to 3 draws following the full funding of the Tranche A Commitments, in each case, subject to the terms set forth in the DIP Facility Agreement (collectively, the “**DIP Loans**”). A summary of certain terms of Tranche A Commitments and Tranche B Commitments are set forth below:

¹ Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the DIP Facility Agreement.

	Tranche A	Tranche B
Aggregate Principal Amount:	\$250 million	\$250 million
Funding Priority:	First	Second
Borrower:	Enviva Inc.	
Guarantors:	Enviva Inc. and each existing and subsequently acquired or organized direct or indirect subsidiary of Enviva Inc., but excluding any Excluded Subsidiary	
Maturity Date:	Earliest to occur of (i) 9 months following the Closing Date (the “ <i>Scheduled Maturity Date</i> ”), (ii) the effective date (the “ <i>Plan Effective Date</i> ”) of any Chapter 11 for the Company, (iii) the consummation of a sale or other disposition of all or substantially all assets of the Debtors, taken as a whole, under section 363 of the Bankruptcy Code, and (iv) the date of acceleration or termination of the DIP Facility in accordance with the terms of the DIP Facility Agreement	
Claims / Collateral:	(i) Second priority lien on the prepetition RCF / TL Collateral / Hamlet JV; (ii) Superpriority lien on all unencumbered assets; (iii) Superpriority lien on Epes subject only to NMTC loan, (iv) Superpriority administrative expense claim; (v) Guarantors’ pledges of 100% equity in all subsidiaries	
Interest Rate:	S + 8.00% (or ABR + 7.00% at the Company’s option) on drawn Commitments If an Event of Default has occurred and is continuing, Default Rate of an additional 2.00% will be payable to the extent permitted by law.	
Undrawn Commitment Premium:	4.00% until drawn	
Upfront Premium:	4.00%, earned and payable in cash as of the Closing Date	
Early Repayment / Break Premium:	5.00% in the event of any refinancing that occurs prior to the earlier of the Plan Effective Date and the Scheduled Maturity Date	
Equity Participation Election Right:	Any acceptable plan of reorganization approved by the Bankruptcy Court shall provide each DIP Creditor holding Tranche A Loans and/or Tranche A Notes with the right, established by and conditioned upon consummation of such plan (which consummation, for the avoidance of doubt, shall occur only following approval by the Bankruptcy Court), to subscribe for the purchase of equity in the reorganized Debtors at a discount	None

	equivalent to the discount to be applied for equity purchased pursuant to the anticipated Equity Rights Offering, subject to dilution terms similar to the Equity Rights Offering, and the purchase price for such equity to be satisfied on the effective date of such plan by offset against repayment of the applicable portion of the principal amount of such Tranche A Loans and/or Tranche A Notes	
Exit Premium:	3.00%, payable in cash to any Tranche A Loans and/or Tranche A Notes repaid in cash on the Plan Effective Date or the Scheduled Maturity Date; provided, that no such exit premium shall be payable with respect to any Tranche A Loans and/or Tranche A Notes to the extent repayment thereof is offset with obligations owed in respect of any equity participation election right	3.00%, payable in cash on the Plan Effective Date or the Scheduled Maturity Date
Form:	Each DIP Creditor may elect to participate in the DIP Facility in the form of Term Loans (as a “DIP Term Loan Creditor”) or in the form of Notes (as a “DIP Notes Creditor”). The terms of the Term Loans and the Notes are substantially identical.	
Subscription:	<p>Each Eligible Holder may elect to participate and submit a subscription to lend any portion of the DIP Loans up to the Aggregate Funding Amount, provided that the minimum committed participation amount of DIP Loans by any Eligible Holder and any of its Permitted Designees (taken together) shall not be less than \$1,000,000 (the “<i>Minimum Condition</i>”).</p> <p>Participating Holders’ Commitments will be split equally between Tranche A Commitments and Tranche B Commitments.</p> <p>Each Eligible Holder may elect to participate as a DIP Term Loan Creditor or as a DIP Notes Creditor.</p>	

The foregoing description of the DIP Facility is a summary only and does not purport to be complete. It is subject to, and qualified in its entirety by, reference to the DIP Facility Agreement and the Interim Order, which are available at www.kccllc.com/Enviva (by clicking on the link for “DIP Syndication Materials”). Additional documents related to the DIP Facility, including the Final DIP Order when available, will be posted to this website when available.

Each Eligible Holder that intends to participate in the DIP Facility must complete the following steps prior to the Expiration Time:

- i. You must deliver the following documents to the nominee holding your Common Stock with sufficient time to allow your nominee to deliver them on your behalf and deliver it to Kurtzman Carson Consultants LLC (the “**Information Agent**”) on or before the Expiration Time:
 - the enclosed Subscription Form and, if applicable, the Designation Form,
 - an Assignment and Acceptance to the DIP Facility Agreement attached hereto,
 - the enclosed administrative questionnaire of the Acquiom Agency Services LLC; provided, that no such questionnaire shall be required for any Eligible Holder that is an existing DIP Creditor that confirms herein that it has previously provided an Administrative Questionnaire or an equivalent thereof to the Co-Administrative Agents in connection with the DIP Facility as of the time of such delivery (an “**Existing DIP Creditor**”),
 - applicable tax forms (i.e., either an Internal Revenue Service (“**IRS**”) Form W-9 or an IRS Form W-8 (“**U.S. Tax Forms**”) accompanied by a U.S. Tax Compliance Certificate, if applicable (together with any U.S. Tax Form, the “**Tax Documents**”)), each of which is attached hereto (or, in the case of any U.S. Tax Form, located at <https://www.irs.gov/forms-instructions>),
 - documents for the Company to determine that you are an IAI (“**Verification Documents**”), as described below; provided, that no additional documents or verification shall be required for any Existing DIP Creditor that has previously provided sufficient information for the Company to verify its status as an IAI, and
 - such other documents as the Co-Administrative Agents or the Company may reasonably require (collectively, the “**Subscription Documents**”), and
- ii. Upon receipt of the Subscription Documents, your nominee must complete the nominee certification attached hereto (the “**Nominee Certification**”) on your behalf and deliver it, along with your Subscription Documents, to the Information Agent on or before the Expiration Time as instructed below.
- iii. If your Common Stock are held through more than one nominee, please have each nominee complete a Nominee Certification for the respective Common Stock held.

The Company will take reasonable steps to verify your status as an IAI and will determine your submission to be invalid if it cannot make such verification. If you wish to participate in the DIP Facility, you should provide Verification Documents that will allow the Company to make such verification. Notwithstanding the foregoing, no additional documents or verification shall be required for any Existing DIP Creditor that has previously provided sufficient information for the Company to verify its status as an IAI. Verification Documents may include:

- i. Certification from Third Party: You may provide a written confirmation of your status as an IAI from one of the following independent sources that has taken reasonable steps to verify your status and has determined that you are an accredited investor: (i) a registered

broker/dealer, (ii) an investment adviser registered with the SEC, (iii) a licensed attorney who is in good standing under the laws of the jurisdiction(s) in which he or she is admitted to practice law, (iv) a certified public accountant who is duly registered and in good standing under the laws of the place of his or her residence or principal office, or (v) a reputable lending institution/bank who is a principal or primary lender to Subscriber or an affiliate of Subscriber (provided the written confirmation is of Subscriber's status as an accredited investor). We have provided a form Certification from a Third Party to assist with this purpose.

- ii. Proof of Corporate Net Worth: A corporate entity, state or municipal employee plan or employee benefit plan, or trust may provide audited financial statements for its most recent completed fiscal year and financial statements for its most recently completed quarter, certified by an officer or representative of such entity, with such certification including a representation that the assets of such entity will exceed the required threshold on the Closing Date.
- iii. Proof of Status: Accredited investors within the meaning of Rule 501(a)(1) (generally, certain banks, savings and loan associations, registered brokers or dealers, registered investment advisers, insurance companies, registered investment companies or business development companies, etc.) or 501(a)(2) (private business development companies) may provide proof of their registration or status as such.

Following the Expiration Time, the Company or the Information Agent shall deliver a notice (the "**Funding Notice**") to each Eligible Holder that submitted compliant Subscription Forms (each a "**Participating Holder**") specifying such Participating Holder's Pro Rata Share (as defined below) of the Tranche A Commitments and Tranche B Commitments ("**Commitments**"). The Funding Notice shall provide instructions for funding the Commitments. Each Participating Holder's Pro Rata Share ("**Pro Rata Share**") of the Commitments shall be split equally between Tranche A Commitments and Tranche B Commitments and the aggregate Commitment shall be equal to,

- i. if all subscriptions submitted by Participating Holders in aggregate are equal to or lower than the Aggregate Funding Amount, such Participating Holder's subscription amount, or
- ii. in the event of subscription by Participating Holders in excess of the Aggregate Funding Amount, (a) a fraction of the Aggregate Funding Amount (expressed as a factor) the numerator of which is the certified number of shares of Common Stock owned by such Participating Holder (or designating Participating Holder in the case of a Permitted Designee, allocated among all Permitted Designees in the manner directed by the designating Participating Holder) as of the Record Date and the denominator of which is the aggregate certified number of shares of Common Stock held by all Participating Holders as of the Record Date; *plus* (b) in the event of any remaining portion of the Aggregate Funding Amount after the allocations set forth in (a), such amount as may be equitably adjusted by the Company based on the relative share ownership of Participating Holders on the Record Date and the total subscriptions submitted by Participating Holders; provided, however, that no Participating Holder's Pro Rata Share shall exceed such Holder's subscription amount.

A commitment to participate may not be withdrawn, unless otherwise determined by the Company. Additionally, the Company will determine whether any Holder is an Eligible Holder, has made the representations referenced above, has properly executed and delivered the required documentation and

whether to reject or accept any subscription to participate that has not been properly completed and delivered.

On or prior to 5:00 p.m. ET on April 5, 2024 (the “**Funding Date**”), all Commitments by Participating Holders shall be funded into an escrow account held at The Huntington National Bank (the “**Escrow Account**”) serviced by Kurtzman Carson Consultants LLC (the “**Escrow Agent**”). Funds held in the Escrow Account will accrue interest at the applicable rate of such Escrow Account from the Funding Date until such funds have been transferred to the Company, the DIP Fronting Creditor or the Co-Administrative Agents pursuant to a drawdown notice. The Escrow Agent assumes no responsibility for the funds delivered to the Escrow Account and shall be entitled to rely solely on the direction of the Information Agent and the Company with respect to the disposition of such funds.

Upon entry of the Final Order, the Escrow Agent will disburse the funds in the Escrow Account funded by Participating Holders in respect of the Initial Tranche A Loans and the Initial Tranche A Notes and commitments under the DIP Facility will be assigned from the DIP Fronting Creditor to the Participating Holders, in accordance with the terms of the DIP Facility Agreement and other relevant documentation relating to the DIP Facility, and the DIP Loans and DIP Notes will be recorded in a register for the DIP Facility. On each Delayed Draw Borrowing Date, the Escrow Agent will disburse the funds in the Escrow Account to fulfill your applicable funding obligations under the DIP Facility Agreement.

The Company expects to complete the syndication process on or prior to two business days after the entry of the Final Order. If the Debtors’ syndication process is terminated for any reason, the Subscription Documents submitted by Participating Holders will terminate and the Escrow Agent will immediately return by wire any funds transferred by such Participating Holders to the Escrow Account plus their pro rata share of any interest earned on such funds.

Before you deliver the executed Subscription Documents, you should carefully review (i) the filings on the Debtors’ docket with the Bankruptcy Court related to their Chapter 11 Petitions, available at www.kcellc.com/Enviva (the “**Bankruptcy Filings**”), (ii) the Restructuring Support Agreement, the Interim Order and the DIP Facility Agreement, and (iii) the Company’s current and periodic reports, including those listed below (the “**Exchange Act Reports**”), which were filed by the Company with the Securities and Exchange Commission (the “**SEC**”) pursuant to the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, and which are available on the SEC’s website at www.sec.gov:

- Current Reports on Form 8-K filed with the SEC on January 20, 2023, March 1, 2023, March 2, 2023, March 15, 2023, March 24, 2023, March 27, 2023, April 3, 2023, April 4, 2023, May 4, 2023, May 5, 2023, May 9, 2023, June 15, 2023, July 18, 2023, August 3, 2023, August 30, 2023, September 19, 2023, November 9, 2023, December 1, 2023, December 5, 2023, December 28, 2023, January 16, 2024, January 29, 2024, February 16, 2024, March 5, 2024, March 12, 2024 and March 13, 2024.
- Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2023, June 30, 2023, and September 30, 2023, filed with the SEC on May 4, 2023, August 3, 2023, and November 9, 2023
- Annual Report on Form 10-K for the fiscal year ended 2022, filed with the SEC on March 1, 2023

Participating in the DIP Facility entails risks, including the risk that the Company may be unsuccessful executing its business plan, that variances in the Budget under the DIP Facility may occur, and that the Company may fail to confirm a Chapter 11 Plan and exit from bankruptcy, and as a result, the Company may be unable to repay all or part of your Commitment. The Debtors are operating as debtors-in-possession under Chapter 11. The continuation of the Company as a going concern is contingent upon,

among other things, the Company's ability to develop a plan of reorganization and to obtain approval of such plan under the applicable provisions of the United States Bankruptcy Code. The risks inherent in lending to a company operating under Chapter 11 are materially higher than normal and there is no assurance that any of the conditions described above will be met. There is a material risk that the Company will not be able to develop a feasible plan of reorganization or obtain the necessary approvals thereof, in which case it may be unable to reorganize under Chapter 11. In addition, if the Company is unable to successfully maintain compliance and satisfy the terms of the DIP Facility or Restructuring Support Agreement, it may be unable to meet its obligations under the DIP Facility. In either case, the Company may be unable to repay loan amounts borrowed from you and you may lose all or part of your DIP Facility Commitment.

This Notice and Instruction Form relates only to the opportunity to participate in the DIP Facility.

**SUBSCRIPTION FORM FOR
PARTICIPATING HOLDERS AND PERMITTED DESIGNEES**

IMPORTANT

YOU SHOULD READ AND FOLLOW THE ATTACHED INSTRUCTIONS CAREFULLY. YOU MUST COMPLETE, SIGN, DATE AND DELIVER THIS SUBSCRIPTION FORM AND THE OTHER SUBSCRIPTION DOCUMENTS ANNEXED HERETO TO YOUR NOMINEE (OR TO THE NOMINEE OF THE DESIGNATING HOLDER) WITH SUFFICIENT TIME TO ALLOW THE NOMINEE TO COMPLETE THE NOMINEE CERTIFICATION ON YOUR BEHALF AND DELIVER IT TO THE INFORMATION AGENT BEFORE THE EXPIRATION TIME.

IF ANY SUCH SUBSCRIPTION DOCUMENTS ARE NOT COMPLETED, SIGNED AND RECEIVED BY THE INFORMATION AGENT ON OR BEFORE THE EXPIRATION TIME, THE INSTRUCTION TRANSMITTED BY THIS SUBSCRIPTION FORM MAY NOT BE COUNTED.

YOU SHOULD REVIEW THE EXCHANGE ACT REPORTS, BANKRUPTCY FILINGS, NOTICE AND INSTRUCTION FORM AND THE INSTRUCTIONS CONTAINED HEREIN BEFORE YOU ELECT TO PARTICIPATE IN THE OPPORTUNITY. YOU MAY WISH TO SEEK LEGAL AND/OR FINANCIAL ADVICE CONCERNING THE OPPORTUNITY.

Capitalized terms used herein but not defined herein have the meanings ascribed to them in the Notice and Instruction Form to which this Subscription Form was attached.

Item 1. Representations of the Participating Holder or Permitted Designee. The undersigned hereby represents that it:

- is an “institutional accredited investor” within the meaning of Rule 501(a)(1), (2), (3) and (7) under the Securities Act or an entity in which all of the equity investors are such institutional accredited investors;
- is sophisticated with respect to the decision to participate in a commercial loan or notes of the type represented by the DIP Loans and is, or the entity exercising discretion in making this decision to participate in the funding of the DIP Loans is, experienced in participating in such commercial loans or notes;
- has received, or has been accorded the opportunity to receive or have access to, a copy of the DIP Facility Agreement, and has received, or has been accorded the opportunity to receive or have access to, to the extent available, copies of the most recent annual and quarterly financial statements of the Debtors and such other documents and information as it deems appropriate to make its own credit analysis and decision to participate in the funding of such DIP Facility;
- has (i) independently and without reliance on any other participant as a lender in the DIP Facility or on any of the Debtors, the DIP Fronting Creditor or an Existing DIP Creditor, and (ii) based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to participate in the funding of the DIP Facility; and
- If the undersigned elects to participate in DIP Loans, the undersigned further certifies that it has read and agrees to the terms included on Schedule A attached hereto.

Item 2. Participation in the Opportunity. The undersigned certifies that as of the Record Date, the undersigned (a) was a Holder of the following number of shares of Common Stock or, if a Permitted Designee, has been designated the following number of shares of Common Stock from an Eligible Holder and (b) wishes to make the following commitment (i.e., the “Total Commitment to Participate in the DIP Facility”) to participate in the DIP Facility with regard to the Opportunity. You are entitled to subscribe to participate for any amount up to the Aggregate Funding

Amount, which will be split equally between Tranche A Commitments and Tranche B Commitments, subject to adjustment in the event of over-subscription by Participating Holders as further described in the Notice and Instruction Form to which this Subscription Form was attached.

Participating Holders

Name / Address of Participating Holder:	
(a) Total Shares of Common Stock Held by Participating Holder as of the Record Date (the “Total Shares”):	
(b) Total Commitment to Participate in the DIP Facility (“Commitment”):	

Permitted Designees

Name / Address of Permitted Designee:	
Name / Address of Designating Holder:	
Total Shares of Common Stock Held by Designating Holder as of the Record Date	
(a) Total Shares of Common Stock of Designating Holder Designated by Designating Holder to Permitted Designee (the “Total Shares”):	
(b) Total Commitment of Permitted Designee to Participate in the DIP Facility (“Commitment”):	

Item 2a Form of Election. You may elect to hold your DIP Facility Commitments as a DIP Term Loan Creditor or as a DIP Notes Creditor.² You may not elect to hold your DIP Facility Commitments as both a DIP Term Loan Creditor or as a DIP Notes Creditor. Indicate your election here:

_____ **DIP Term Loan**

_____ **DIP Notes**

Item 3. Registration.

The DIP Facility will be held in book-entry maintained by the Co-Administrative Agents. Please check this box if you confirm that the Administrative Questionnaire attached hereto contains the information as you wish such

² There is no economic difference in holding your DIP Facility Commitments in the form of a DIP Term Loan or DIP Notes. It is requested that you elect to hold your DIP Facility Commitments as a DIP Term Loan Creditor unless your institution requires that the DIP Facility Commitments be held in the form of DIP Notes.

information to appear in book-entry maintained by the Co-Administrative Agents. By checking this box, you certify the information presented and submitted on such Administrative Questionnaire is true and correct and authorize the Escrow Agent and Co-Administrative Agents to contact you at such contact information contained therein.

Please check this box if you confirm that you are an Existing DIP Creditor and certify that you have previously provided an Administrative Questionnaire or an equivalent thereof to the Co-Administrative Agents in connection with the DIP Facility and that you authorize the Escrow Agent and Co-Administrative Agents to contact you at such contact information contained therein.

Item 4. Certification. By signing this Subscription Form, the undersigned certifies that it understands that the right to participate in the Opportunity is subject to all the terms and conditions set forth in the Notice and Instruction Form, and agrees that the Commitment to participate in the DIP Facility as specified in Item 2, above, constitutes an irrevocable offer by the undersigned to fund the DIP Facility Commitments up to the amount so specified. By signing this Subscription Form, the undersigned further certifies acknowledgement and authorization that the Information Agent is authorized to complete the portions of this Subscription Form that are left blank in a manner consistent with the amount of the Commitment and that the Escrow Agent will fund the DIP Facility from the Escrow Account for and on your behalf upon receipt of notice by the Co-Administrative Agents of a draw request under the DIP Facility.

Name of Participating Holder or Permitted Designee:

(Print or Type)

Federal Tax I.D. No.: _____
(If Applicable)

Signature: _____

Print Name: _____

Title: _____

Facsimile Number: _____

E-mail Address: _____

Street Address: _____

City, State, Zip Code: _____

Telephone: () _____

Date Completed: _____

YOU SHOULD RETURN YOUR SUBSCRIPTION DOCUMENTS TO YOUR NOMINEE (OR TO THE NOMINEE OF THE DESIGNATING HOLDER) IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO COMPLETE THE NOMINEE CERTIFICATION ON YOUR BEHALF SO THAT IT IS RECEIVED BY THE INFORMATION AGENT AT ITS EMAIL ADDRESS AT EnvivaDIP@kcellc.com, OR AT THE ADDRESS LISTED BELOW BEFORE 5:00 P.M., NEW YORK CITY TIME, ON MARCH 28, 2024.

**ENVIVA DIP SYNDICATION
C/O Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245
Telephone: (877) 499-4509 (U.S./Canada) or (917) 281-4800 (international)**

SCHEDULE A

Fronting Terms

By electing to subscribe to be a DIP Creditor in the DIP Facility, each Participating Holder agrees to enter a trade with the DIP Fronting Creditor on the Trade Date with the following terms of trade:

All interest and regularly accruing fees accrued prior to but excluding the Settlement Date shall be for the account of the DIP Fronting Creditor, and all interest and regularly accruing fees accrued from and after the Settlement Date shall be for the account of the respective Participating Holder, provided that if the Settlement Date does not occur on or prior to the date that is seven (7) Business Days after the Trade Date (the “**Outside Settlement Date**”) primarily on account of actions or inaction of the DIP Fronting Creditor, then all such interest and regularly accruing fees accrued from and after the Outside Settlement Date shall be for the account of the Participating Holder.

If the Settlement Date does not occur on or prior to the Outside Settlement Date primarily on account of actions or inaction of the Participating Holder, then the Participating Holder shall pay to the DIP Fronting Creditor on the Settlement Date an amount equal to interest for the Participating Holder’s respective share of the Initial Term Loans that would accrue for each day during the period from (and including) the Outside Settlement Date to (but excluding) the earlier of (a) the Settlement Date and (b) such date that the non-occurrence of the Settlement Date is no longer primarily on account of actions or inaction of the Participating Holder, in each case at a cost of carry rate reasonably determined by the DIP Fronting Creditor (and customary for secondary loan trades) on an amount equal to the Purchase Price.

The fees and premiums, to the extent received by the DIP Fronting Creditor on the Closing Date, with respect to the relevant Initial Term Loans shall be for the account of the relevant Participating Holder (pro rata in accordance with such Participating Holder’s aggregate Initial Term Loans). For the avoidance of doubt, no Participating Holder shall be entitled to any portion of any fronting fee or other fee payable to the DIP Fronting Creditor on account of its role in fronting the Initial Term Loans or Delayed Draw Term Loan Commitments.

If any party hereto mistakenly receives any interest or fees for which the other party is entitled pursuant to the provisions hereof, such party shall promptly pay such amount to the other party upon notice thereof.

As used herein:

The “**Purchase Price**” shall mean an amount equal to, with respect to each Participating Holder, 100% of the original principal amount of such Participating Holder’s respective share of the amount fronted by the DIP Fronting Creditor in respect of the Initial Term Loans funded by the DIP Fronting Creditor.

The “**Settlement Date**” shall mean the date that the Participating Holder’s respective share of fronted Initial Term Loans or Delayed Draw Term Loan Commitments are acquired by the Participating Holder and the Assignment and Acceptance (or similar agreement) is made effective against payment of the Purchase Price (net of fees and premiums, as applicable) to the DIP Fronting Creditor.

The “**Trade Date**” shall mean the date that is three (3) Business Days following completion of the Syndication and the DIP Fronting Creditor’s receipt of the respective Participating Holder’s allocation pursuant to the Syndication, unless otherwise agreed by the DIP Fronting Creditor and such Participating Holder in writing (email being sufficient).

CERTIFICATION OF DESIGNATING HOLDER

IMPORTANT

YOU SHOULD READ AND FOLLOW THE ATTACHED INSTRUCTIONS CAREFULLY. YOU AND YOUR PERMITTED DESIGNEE(S) MUST COMPLETE, SIGN, DATE AND DELIVER THIS FORM AND THE OTHER SUBSCRIPTION DOCUMENTS ANNEXED HERETO TO YOUR NOMINEE WITH SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO COMPLETE THE NOMINEE CERTIFICATION ON YOUR BEHALF AND DELIVER IT TO THE INFORMATION AGENT BEFORE THE EXPIRATION TIME.

IF ANY SUCH SUBSCRIPTION DOCUMENTS ARE NOT COMPLETED, SIGNED AND RECEIVED BY THE INFORMATION AGENT ON OR BEFORE THE EXPIRATION TIME, THE INSTRUCTION TRANSMITTED BY YOUR PERMITTED DESIGNEE(S) MAY NOT BE COUNTED.

Capitalized terms used herein but not defined herein have the meanings ascribed to them in the Notice and Instruction Form to which this Subscription Form was attached.

Item 1. Representations of the Designating Holder. The undersigned hereby represents that it is an “institutional accredited investor” within the meaning of Rule 501(a)(1), (2), (3) and (7) under the Securities Act or an entity in which all of the equity investors are such institutional accredited investors;

Item 2. Designation of Shares. The undersigned certifies that as of the Record Date, the undersigned (a) was a Holder of the following number of shares of Common, and (b) wishes to designate the participation rights of the following number of shares of Common Stock or percentage of Common Stock held by the Designating Holder to the following Permitted Designee(s), each of which is a partner, affiliate or related party of such Designating Holder:

Name / Address of Designating Holder	Total Shares of Common Stock Held as of the Record Date (the “Total Shares”):

Designation to Permitted Designee (if applicable):

Name of Permitted Designee(s)	Total Shares of Common Stock Designated to Permitted Designee: ³	Percentage of Common Stock Designated to Permitted Designee:

Item 3. Certification of Holder. By signing this Subscription Form, the undersigned certifies that it has designated its right to participate in the Opportunity as it pertains to the Common Stock specified in Item 2 above.

³ The Eligible Holder should complete either the “Total Shares of Common Stock Designated to Permitted Designee” column or the “Percentage of Common Stock Designated to Permitted Designee” column. If the Eligible Holder completes both columns, the Eligible Holder will be deemed to have designated the number of shares included in the “Total Shares of Common Stock Designated to Permitted Designee” column, irrespective of any percentage included in the “Percentage of Common Stock Designated to Permitted Designee” column.

Name of Designating Holder:

(Print or Type)

Federal Tax I.D. No.: _____
(If Applicable)

Signature: _____

Print Name: _____

Title: _____

Facsimile Number: _____

E-mail Address: _____

Street Address: _____

City, State, Zip Code: _____

Telephone: () _____

Date Completed: _____

YOU SHOULD RETURN YOUR SUBSCRIPTION DOCUMENTS TO YOUR NOMINEE IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO COMPLETE THE NOMINEE CERTIFICATION ON YOUR BEHALF SO THAT IT IS RECEIVED BY THE INFORMATION AGENT AT ITS EMAIL ADDRESS AT EnvivaDIP@kccllc.com, OR AT THE ADDRESS LISTED BELOW BEFORE 5:00 P.M., NEW YORK CITY TIME, ON MARCH 28, 2024.

**ENVIVA DIP SYNDICATION
C/O Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245
Telephone: (877) 499-4509 (U.S./Canada) or (917) 281-4800 (international)**

INSTRUCTIONS FOR COMPLETING THE SUBSCRIPTION FORM

EXPIRATION TIME/INFORMATION AGENT:

The Expiration Time for the receipt of instructions is 5:00 p.m., New York City Time, on March 28, 2024 unless extended or earlier terminated. To elect to participate in the Opportunity, you must complete, sign, and return this Subscription Form and the other Subscription Documents to your nominee with sufficient time to allow your nominee to complete the Nominee Certification on your behalf so that it is received by the Information Agent at its email address at EnvivaDIP@kccllc.com, or at the following address no later than the Expiration Time:

**Enviva DIP Syndication
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

To effect a subscription, you must take the following steps:

- (a) Review the representations in Item 1 of the Subscription Form;
- (b) In Item 2 of the Subscription Form, specify the number of shares of Common Stock you held as of the Record Date or were designated to you as a Permitted Designee;
- (c) In Item 2 of the Subscription Form, specify your Commitment to participate in the Opportunity.
- (d) In Item 2a of the Subscription Form, specify if you wish to participate in the form of a Loan or a Note.
- (e) In Item 3 of the Subscription Form, confirm submission of the Administrative Questionnaire attached hereto.
- (f) Review the certification in Item 4 of the Subscription Form;
- (g) In Item 4, sign and date the Subscription Form, and provide the remaining information requested;
- (h) Complete the highlighted fields and execute the Assignment and Acceptance to the DIP Facility Agreement, the administrative detail document (if applicable), the Tax Documents, and each such other documents as the Co-Administrative Agents reasonably require;
- (i) If applicable, provide Verification Documents that will allow the Company to verify your status as an IAI;
- (j) Coordinate with the nominee holding your Common Stock (or the Designating Holder) to arrange for delivery of the completed Subscription Documents to its offices; and
- (k) Instruct your nominee to complete the Nominee Certification and deliver the completed, executed Subscription Documents so as to be received by the Information Agent before the Expiration Time.

NOTE:

<p>IF YOU HAVE ANY QUESTIONS REGARDING THIS SUBSCRIPTION FORM, ANY OTHER SUBSCRIPTION DOCUMENT OR THE PROCEDURES RELATED HERETO CALL THE INFORMATION AGENT, KURTZMAN CARSON CONSULTANTS LLC AT (877) 499-4509 (U.S./Canada) or (917) 281-4800 (international).</p>

Enviva Inc. and certain of its subsidiaries have filed voluntary petitions for relief under Chapter 11 of Title 11 (“*Chapter 11*”) of the United States Code, 11 U.S.C. §§ 101 et seq. (the “*Bankruptcy Code*”) and are operating their businesses and managing their property as debtors-in-possession pursuant to the Bankruptcy Code.

Nothing herein, nor in any of the accompanying forms and letters, shall constitute or be deemed to constitute a solicitation by any party of votes to approve or reject a Chapter 11 plan for any debtor. A solicitation with respect to votes to approve or reject a Chapter 11 plan only may be commenced once a disclosure statement that complies with section 1125 of the Bankruptcy Code has been approved by the Bankruptcy Court.

NOMINEE'S CERTIFICATION OF RECORD DATE HOLDINGS

Your ownership of Common Stock must be confirmed to participate in the DIP Financing Offer

For Use Only by the Nominee

DTC Participant Name: _____

DTC Participant Number: _____

Name of Beneficial Holder: _____

Number of Shares held for this account as of the Record Date (March 11, 2024):

Common Stock	CUSIP 29415B103	_____ Shares
--------------	-----------------	--------------

MEDALLION GUARANTEE:

Nominee Contact Information:

Contact Name: _____

Telephone: _____

Email: _____

CERTIFICATION FROM THIRD PARTY
(ACCREDITED INVESTOR STATUS)

[Letterhead of Broker-Dealer/Investment Advisor/Attorney/Certified Public Accountant]

[Date]

ENVIVA DIP SYNDICATION
C/O Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Re: Accredited Investor Status

I am a[n] [registered broker-dealer] [investment advisor registered with the Securities and Exchange Commission] [licensed attorney who is in good standing under the laws of the jurisdictions in which I am admitted to practice law] [certified public accountant who is duly registered and in good standing under the laws of the place of my residence or principal practice] representing [name of investor] of [City], [State]. The purpose of this letter is to certify for the benefit of Enviva Inc. that [name of investor] is an “accredited investor” as defined under Rule 501(a) of Regulation D of the Securities Act of 1933.

In my capacity as [name of investor]’s [registered broker-dealer] [registered investment advisor] [licensed attorney] [certified public accountant], I have taken reasonable steps to verify that [name of client] is an accredited investor, and I have determined that [name of investor] is an accredited investor.

My certification is accurate as of the date hereof.

Sincerely,

[Signature]

[Name of signatory]

AFFILIATED DIP CREDITOR ASSIGNMENT AND ACCEPTANCE

Reference is made to that certain Debtor-In-Possession Credit and Note Purchase Agreement, dated as of March 15, 2024 (as may be amended, restated, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the “*DIP Credit Agreement*”), among ENVIVA INC., a Delaware corporation (the “*Company*”) and a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code, the DIP Creditors from time to time party thereto, ACQUIOM AGENCY SERVICES LLC (“*Acquiom*”) and SEAPORT LOAN PRODUCTS LLC, as co-administrative agents for the DIP Creditors (in such capacity, including any successor thereto in such capacity, the “*Co-Administrative Agents*”) and ACQUIOM, as collateral agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the DIP Credit Agreement. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Affiliated DIP Creditor assignment and acceptance agreement (this “*Affiliated DIP Creditor Assignment and Acceptance*”) as if set forth herein in full.

SECTION 1. For an agreed consideration, the Assignor hereby irrevocably sells and assigns, without recourse, to the Assignee, and the Assignee hereby irrevocably purchases and assumes, without recourse, from the Assignor, subject to and in accordance with the DIP Credit Agreement, effective as of the Effective Date set forth below (but not prior to the registration of the information contained herein in the DIP Term Loan Creditor Register pursuant to Section 9.04(d) of the DIP Credit Agreement) (the “*Effective Date*”), (a) the interests set forth below (the “*Assigned Interest*”) in the Assignor’s rights and obligations in its capacity as a DIP Creditor under the DIP Credit Agreement and the other Credit Documents to the extent related to the amounts and percentages set forth below of (i) the Commitments of the Assignor on the Effective Date, (ii) the Loans owing to the Assignor which are outstanding on the Effective Date and (iii) the Notes held by the Assignor which are outstanding on the Effective Date and (b) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a DIP Creditor) against any Person, whether known or unknown, arising under or in connection with the DIP Credit Agreement and the other Credit Documents or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (a) above. Each of the Assignor and the Assignee hereby makes and agrees to be bound by all the representations, warranties and agreements set forth in Section 9.04(c) of the DIP Credit Agreement, a copy of which has been received by each such party. From and after the Effective Date (i) the Assignee shall be a party to and be bound by the provisions of the DIP Credit Agreement and, to the extent of the interests assigned by this Affiliated DIP Creditor Assignment and Acceptance, have the rights and obligations of a DIP Creditor thereunder and under the Credit Documents and (ii) the Assignor shall, to the extent of the interests assigned by this Affiliated DIP Creditor Assignment and Acceptance, relinquish its rights (except those surviving the termination of the Commitments and payment in full of the Obligations (other than contingent Obligations for which no demand has been made)) and be released from its obligations under the DIP Credit Agreement.

SECTION 2. This Affiliated DIP Creditor Assignment and Acceptance is being delivered to the Co-Administrative Agents together with, if the Assignee is not already a DIP Creditor under the DIP Credit Agreement, a completed administrative questionnaire.

SECTION 3. THIS AFFILIATED DIP CREDITOR ASSIGNMENT AND ACCEPTANCE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AFFILIATED DIP CREDITOR ASSIGNMENT AND ACCEPTANCE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.

Date of Assignment: _____

Legal Name of Assignor: _____

Legal Name of Assignee:⁴ _____
 [indicate: Affiliated DIP Creditor that is an Eligible Assignee / the Company or a Subsidiary thereof]

Assignee's Address for Notices: _____

Effective Date of Assignment: _____

Class of Assigned Loans/Note/Commitments ⁵	Principal Amount Assigned ⁶	Percentage Assigned of Loans/Commitments (set forth, to at least 8 decimals, as a percentage of the DIP Facility and the aggregate Commitments of all DIP Creditors thereunder)
	\$	%

[Remainder of page intentionally left blank]

⁴ Complete the highlighted fields included herein. The Information Agent or the Company will fill in the remaining fields herein.

⁵ Will specify the Class of such Loan and/or Commitment under the DIP Credit Agreement that is being assigned under this Assignment (e.g. "Tranche A Loan", "Tranche B Loan", "Tranche A Loan Commitment", etc.).

⁶ Except as otherwise permitted by the DIP Credit Agreement, not to be less than \$1,000,000 (which for the avoidance of doubt, may be any combination of Term Loan Commitments, Term Loans, Note Commitments and/or Notes in a collective amount that is not less than \$1,000,000 or such lesser amounts if agreed between the Company and the Co-Administrative Agents).

The terms set forth on the foregoing pages are hereby agreed to:

Accepted:

[
ACQUIOM AGENCY SERVICES LLC,
as Co-Administrative Agent

_____,
as Assignor

By: _____
Name:
Title:

By: _____
Name:
Title:

SEAPORT LOAN PRODUCTS LLC,
as Co-Administrative Agent

_____,
as Assignee

By: _____
Name:
Title:

By: _____
Name:
Title:

] ⁷

ENVIVA INC. ⁸

By: _____
Name:
Title:

⁷ If required pursuant to Section 9.04(b) of the DIP Credit Agreement.

⁸ If required pursuant to Section 9.04(b) of the DIP Credit Agreement.

STANDARD TERMS AND CONDITIONS FOR
AFFILIATED DIP CREDITOR ASSIGNMENT AND ACCEPTANCE

1. Representations and Warranties.

1.1 Assignor. The Assignor represents and warrants that (a) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (b) it has full power and authority, and has taken all action necessary, to execute and deliver this Affiliated DIP Creditor Assignment and Acceptance and to consummate the transactions contemplated hereby.

1.2. Assignee. The Assignee represents and warrants that (a) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (b) attached to the Affiliated DIP Creditor Assignment and Acceptance is any documentation required to be delivered by it pursuant to Section 2.20(e) of the DIP Credit Agreement, duly completed and executed by the Assignee and (c) after giving effect to this Affiliated DIP Creditor Assignment and Acceptance, the aggregate principal amount of all Term Loans, Notes and Commitments then held by all Affiliated DIP Creditors does not exceed 20% of the then outstanding aggregate principal amount of the Term Loans, Notes and Commitments (after giving effect to any substantially simultaneous cancellations thereof). The Assignee agrees that, solely in its capacity as an Affiliated DIP Creditor, it will not be entitled to receive information provided solely to DIP Creditors by the Co-Administrative Agents, the Collateral Agent or any DIP Creditor and will not be permitted to attend, receive notice of or participate in meetings, including any DIP Creditor conference calls or meetings, attended solely by DIP Creditors, the Co-Administrative Agents or the Collateral Agent.

2. Payments. From and after the Effective Date, the Co-Administrative Agents shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Affiliated DIP Creditor Assignment and Acceptance shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Affiliated DIP Creditor Assignment and Acceptance may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Affiliated DIP Creditor Assignment and Acceptance by facsimile transmission or in electronic (e.g., “pdf” or “tif”) format shall be as effective as delivery of a manually executed counterpart of this Affiliated DIP Creditor Assignment and Acceptance. This Affiliated DIP Creditor Assignment and Acceptance and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Affiliated DIP Creditor Assignment and Acceptance and the transactions contemplated hereby shall be governed by, and construed in accordance with the law of the State of New York, without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York.

U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Debtor-In-Possession Credit and Note Purchase Agreement, dated as of March 15, 2024 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*DIP Credit Agreement*”), among the Company, the DIP Creditors from time to time party thereto, ACQUIOM AGENCY SERVICES LLC (“*Acquiom*”) and SEAPORT LOAN PRODUCTS LLC as co-administrative agents for the DIP Creditors (in such capacity, including any successor thereto in such capacity, the “*Co-Administrative Agents*”) and ACQUIOM, as collateral agent.

Pursuant to the provisions of Section 2.20 of the DIP Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and Beneficial Owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Company within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating DIP Creditor with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such DIP Creditor in writing, and (2) the undersigned shall have at all times furnished such DIP Creditor with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the DIP Credit Agreement and used herein shall have the meanings given to them in the DIP Credit Agreement.

[NAME OF PARTICIPANT]

By: _____
Name of Authorized Signatory:
Title:

Date: _____, 20__

U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Debtor-In-Possession Credit and Note Purchase Agreement, dated as of March 15, 2024 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*DIP Credit Agreement*”), among the Company, the DIP Creditors from time to time party thereto, ACQUIOM AGENCY SERVICES LLC (“*Acquiom*”) and SEAPORT LOAN PRODUCTS LLC as co-administrative agents for the DIP Creditors (in such capacity, including any successor thereto in such capacity, the “*Co-Administrative Agents*”) and ACQUIOM, as collateral agent.

Pursuant to the provisions of Section 2.20 of the DIP Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole Beneficial Owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Company within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating DIP Creditor with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, from each of such partner’s/member’s Beneficial Owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such DIP Creditor and (2) the undersigned shall have at all times furnished such DIP Creditor with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the DIP Credit Agreement and used herein shall have the meanings given to them in the DIP Credit Agreement.

[NAME OF PARTICIPANT]

By: _____
Name of Authorized Signatory:
Title:

Date: _____, 20__

ADMINISTRATIVE QUESTIONNAIRE

Deal Name:
Administrative Agent: Acquiom Agency Services LLC 950 17 th Street, Suite 1400 Denver, CO 80202 LoanAgency@srsacquiom.com

Legal Lender Name:
Lender Address:
Fund Manager:

Credit Contact(s) (Legal Documentation, Amendments, Waivers, Compliance Materials):	
<u>Primary</u>	<u>Secondary</u>
Name:	
Title:	
Company:	
Address:	
Phone Number:	
Fax Number:	
Email Address:	
Public or Private:	

Operations Contact(s) (Loan inquiries, Notices - Drawdowns, Repayments, Rate Setting, etc.):	
<u>Primary</u>	<u>Secondary</u>
Name:	
Title:	
Company:	
Address:	
Phone Number:	
Fax Number:	
Email Address:	

Wire Instructions

US

Bank Name:
Bank Address:
ABA/Routing Number:
Account Name:
Account Number:
Reference:
<i>Callback contact (need to confirm wire instructions via telephone):</i>

Foreign

Beneficiary Bank Name:
Beneficiary Bank Address:
SWIFT/BIC Code:
Account Name:
Account Number:
Intermediary US Bank Name:
Intermediary US ABA/Routing Number:
<i>Callback contact (need to confirm wire instructions via telephone):</i>

Tax Forms

Please provide an applicable U.S. Tax Form along with any supporting documentation (i.e. withholding statements, withholding certification, etc.) that is required per the IRS tax form instructions*:

- W-9
- W-8BEN
- W-8BEN-E
- W-8IMY
- W-8EXP