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Proposed Co-Counsel to the Debtors and Debtors in Possession

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

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

**MOTION OF DEBTORS FOR ENTRY OF INTERIM
 AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS
 TO (A) MAINTAIN THE CASH MANAGEMENT SYSTEM,
 (B) CONTINUE USING EXISTING BUSINESS FORMS, AND
 (C) CONTINUE INTERCOMPANY TRANSFERS, (II) PROVIDING
 ADMINISTRATIVE EXPENSE PRIORITY STATUS FOR POSTPETITION
 INTERCOMPANY CLAIMS, AND (III) GRANTING RELATED RELIEF**

¹ Due to the large number of Debtors in these chapter 11 cases, for which joint administration has been requested, a complete list of the Debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list may be obtained on the website of the Debtors' proposed claims and noticing agent at www.kccllc.net/enviva. The location of the Debtors' corporate headquarters is: 7272 Wisconsin Avenue, Suite 1800, Bethesda, MD 20814.



The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”), file this *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Maintain the Cash Management System, (B) Continue Using Existing Business Forms, and (C) Continue Intercompany Transfers, (II) Providing Administrative Expense Priority Status for Postpetition Intercompany Claims, and (III) Granting Related Relief* (the “**Motion**”) and in support respectfully submit the following:

JURISDICTION AND VENUE

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

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

3. The statutory bases for the relief requested herein are sections 105, 345, 363, 364, and 503 of title 11 of the United States Code (the “**Bankruptcy Code**”), Bankruptcy Rules 6003 and 6004, and rule 9013-1 of the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the “**Local Rules**”).

BACKGROUND

4. Enviva Inc. (“*Enviva*”) and its Debtor and non-Debtor subsidiaries (collectively, the “*Company*”) are the world’s largest producer of industrial wood pellets, a renewable and sustainable energy source produced by aggregating a natural resource—wood fiber—and processing it into a transportable form. The Company owns and operates ten industrial-scale wood pellet production plants located in Virginia, North Carolina, South Carolina, Georgia, Florida, and Mississippi. The Company exports its wood pellets through owned and leased deep-water marine terminals to customers in the United Kingdom, the European Union, and Japan who purchase the wood pellets through long-term, take-or-pay offtake contracts with the Company.

5. On March 12, 2024 (the “*Petition Date*”), the Debtors each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this Motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). As of the date hereof, no request for the appointment of a trustee or examiner has been made and no official committee of unsecured creditors has been appointed in these chapter 11 cases.

6. Additional information regarding the Debtors and these chapter 11 cases, including the Debtors’ business operations, capital structure, financial condition, and the reasons for and objectives of these chapter 11 cases, is set forth in the *Declaration of Glenn Nunziata in Support of Chapter 11 Petitions* (the “*Nunziata Declaration*”) and the *Declaration of Mark Rajcevich in Support of Chapter 11 Petitions and First-Day Motions* (the “*Rajcevich Declaration*,”

and together with the Nunziata Declaration, the “*First Day Declarations*”), filed contemporaneously herewith and incorporated herein by reference.²

7. As set forth in the Nunziata Declaration, on March 12, 2024, the Debtors entered into that certain *Restructuring Support Agreement* with the ad hoc group of creditors (the “*Ad Hoc Group*”) party thereto, which represent approximately (a) 72% of the aggregate outstanding principal amount of loans arising under the Senior Secured Credit Facility (including both term loans and revolving credit loans), (b) 95% of the aggregate outstanding principal amount of the 2026 Notes, (c) 78% of the aggregate outstanding principal amount of the Epes Green Bonds, and (d) 45% of the aggregate outstanding principal amount of Bond Green Bonds. As further set forth in the Nunziata Declaration, on March 12, 2024, the Debtors entered into that certain *Restructuring Support Agreement* with creditors holding approximately 92% of the aggregate outstanding principal amount of the Bond Green Bonds.

RELIEF REQUESTED

8. By this Motion, the Debtors seek entry of an interim order (the “*Interim Order*”), substantially in the form attached hereto as **Exhibit A**, and subsequently a final order (the “*Final Order*”), substantially in the form attached hereto as **Exhibit B**, (a) authorizing the Debtors to: (i) maintain their existing Bank Accounts and Cash Management System (each as defined below) in accordance with the DIP Order; (ii) continue using their existing Business Forms (as defined below); (iii) pay any undisputed prepetition Bank Fees (as defined below) and continue to pay the Bank Fees in the ordinary course of business; and (iv) continue to engage in Intercompany Transfers (as defined below) in the ordinary course of business and consistent with

² Capitalized terms used but not otherwise defined in this Motion shall have the meaning set forth in the First Day Declarations.

past practices; (b) providing administrative expense priority for postpetition payments made on account of Intercompany Transfers, which priority shall rank junior to the DIP Claims, including, for the avoidance of doubt, the DIP Superpriority Claims, the 507(b) Claims, and any other DIP Claims established pursuant to the DIP Order; and (c) granting related relief. In addition, the Debtors request that the Court schedule a final hearing within approximately 25 days of the commencement of these chapter 11 cases to consider approval of this Motion on a final basis.

THE DEBTORS' CASH MANAGEMENT SYSTEM

A. Overview of the Cash Management System

9. In the ordinary course of business, the Debtors manage their cash, receivables, and payables through a centralized cash management system (the “*Cash Management System*”). The Debtors use the Cash Management System to efficiently collect, transfer, concentrate, invest, and disburse funds generated from their operations. The Cash Management System also enables the Debtors and their non-Debtor affiliates to monitor the collection and disbursement of funds and the administration of the Bank Accounts. The Debtors maintain accounting controls with respect to each of the Bank Accounts and are able to accurately trace the funds through the Cash Management System to ensure that all transactions are adequately documented and readily ascertainable, including in connection with the Intercompany Transfers, all as more fully described below.

10. The Debtors will maintain their books and records relating to the Cash Management System to the same extent such books and records were maintained prior to the Petition Date. Accordingly, the Debtors will be able to accurately document, record, and track the transactions occurring within the Cash Management System for the benefit of their bankruptcy estates and all parties in interest.

B. The Bank Accounts

11. The Debtors' Cash Management System currently consists of a total of 22 bank accounts (collectively, the "**Bank Accounts**"),³ each maintained at one of five different Banks.⁴ The primary Bank Accounts used by the Debtors are held by Debtor Enviva MLP International Holdings, LLC ("**MLP**") with Capital One (such account, the "**MLP Main Operating Account**") and Debtor Enviva with Citibank (such account, the "**Enviva Inc. Main Operating Account**" and together with the MLP Main Operating Account, the "**Main Operating Accounts**"). Prior to the Cash Management Transaction (as defined below), the Debtors primarily used the Enviva Inc. Main Operating Account to collect receivables intended for all Debtor entities and certain non-Debtor entities, as well as to make disbursements to third parties on behalf of all Debtor entities and certain non-Debtor entities. The Main Operating Accounts now serve these functions in tandem, as more fully described below.

12. In October 2023, Citibank restricted the ability of the Enviva Inc. Main Operating Account (and other Bank Accounts held by Debtors, as well as bank accounts by certain non-Debtor affiliates) to engage in transfers via automatic clearinghouse ("**ACH**"). On October 30, 2023, the Debtors moved approximately \$230 million in cash from the Enviva Inc. Main Operating Account to the MLP Main Operating Account (the "**Cash Management Transaction**"). The Cash Management Transaction was conducted in full compliance with the terms of the Senior Secured Credit Facility, and the Debtors memorialized the mechanical terms

³ For the avoidance of doubt, this Motion applies to all of the Debtors' Bank Accounts, irrespective of whether or not such Bank Account is specifically identified herein. Certain non-Debtor affiliates of the Debtors likewise maintain bank accounts that are part of the overall Cash Management System. The Debtors also maintain a residual interest in approximately \$122.9 million in cash held among 12 bank accounts maintained by the Epes Green Bonds Trustee and the Bond Green Bonds Trustee.

⁴ The "**Banks**" are Capital One Financial Corporation ("**Capital One**"), Citibank, N.A. ("**Citibank**"), HSBC Bank USA, N.A. ("**HSBC**"), United Bank ("**United Bank**"), and Webster Bank, N.A. ("**Webster Bank**").

of the Cash Management Transaction in the Intercompany Arrangements.⁵ The Cash Management Transaction allowed the Debtors to preserve valuable liquidity, increased funds available to finance operations and other strategic alternatives, preserved optionality, and enhanced functionality within the Cash Management System.

13. A list identifying each of the Bank Accounts, along with the type of account, the Bank at which such account is held, and the last four digits of each account number, is attached hereto as **Exhibit C**, and a diagram depicting the Cash Management System, the relationship between the Bank Accounts, and the general flow of funds is attached hereto as **Exhibit D**. A general description of the Debtors’ Bank Accounts is provided in the table directly below:

Accounts	Description of Accounts
<i>MLP</i>	
<p>MLP Main Operating Account (Capital One) Account No. 6503</p>	<p>Since October 2023, the MLP Main Operating Account has served as one of the two primary Bank Accounts used by the Debtors, including for disbursements to third parties. Pursuant to the Intercompany Arrangements, MLP collects accounts receivable intended for all Debtor entities, as well as certain non-Debtor entities, and distributes cash to the relevant Debtors and non-Debtors, as applicable, as often as daily. The MLP Main Operating Account is not subject to any depository agreement.</p> <p>As of the Petition Date and date hereof, the MLP Main Operating Account had a balance of approximately \$13,854,218.</p>
<p>MLP Secondary Operating Account (Capital One) Account No. 3960</p>	<p>The “<i>MLP Secondary Operating Account</i>” was opened in December 2023, but had seen minimal activity since. The MLP Secondary Operating Account shall be funded, maintained, and used by the Debtors as the DIP Funding Account (as defined in the DIP Order), in accordance with the terms of the DIP Order and the DIP Documents.</p> <p>As of the Petition Date and date hereof, the MLP Secondary Operating Account had a balance of approximately \$0.</p>

⁵ The “*Intercompany Arrangements*” are comprised of that certain *Letter Agreement Regarding Cash Management Arrangement*, dated October 27, 2023 (the “*Letter Agreement*”) and that certain *Intercompany Credit Agreement*, dated as of October 27, 2023, between MLP, as Lender and Enviva, LP, as Borrower (the “*Intercompany Credit Agreement*”).

Accounts	Description of Accounts
<p>MLP Deposit Account (Webster Bank) Account No. 0262</p>	<p>The “<i>MLP Deposit Account</i>” was opened in March 2024 to potentially facilitate the transfer of proceeds from the Debtors’ postpetition financing upon approval by the Court.</p> <p>As of the Petition Date and date hereof, the MLP Deposit Account had a balance of approximately \$0.</p>
<p>MLP Savings Account (Webster Bank) Account No. 0268</p>	<p>The “<i>MLP Savings Account</i>” was opened in March 2024 to potentially facilitate the transfer of proceeds from the Debtors’ postpetition financing upon approval by the Court.</p> <p>As of the Petition Date and date hereof, the MLP Savings Account had a balance of approximately \$0.</p>
Enviva	
<p>Enviva Inc. Main Operating Account (Citibank) Account No. 4139</p>	<p>Prior to October 2023, the Enviva Inc. Main Operating Account served as the primary Bank Account used by the Debtors, including for disbursements to third parties. Enviva collected accounts receivable intended for all Debtor entities, as well as certain non-Debtor entities, and distributed cash to the relevant Debtors and non-Debtors, as applicable, on a daily basis. Significant numbers of customers and counterparties continue to direct accounts receivable and other payments intended for all Debtor entities and certain non-Debtor entities to Enviva, which distributes cash to MLP, as necessary and applicable, for further distribution as often as daily. Enviva also continues to make certain disbursements to third-party vendors through the Enviva Main Operating Account.</p> <p>As of the Petition Date and date hereof, the Enviva Inc. Main Operating Account had a balance of approximately \$9,654,362.</p>
<p>Enviva Inc. GBP Operating Account (Citibank) Account No. 0757</p>	<p>The “<i>Enviva Inc. GBP Operating Account</i>” is used to supplement the Enviva Inc. Main Operating Account by collecting certain accounts receivable paid by customers and counterparties in GBP (£). When the Enviva Inc. GBP Operating Account has maintained more than a nominal cash balance, Enviva historically has paid disbursements quoted in GBP (£) in local currency to avoid currency-exchange costs or transferred these amounts to the Enviva Inc. Main Operating Account via WorldLink Payment Services. Since the Cash Management Transaction, the Enviva Inc. GBP Operating Account has seen minimal activity.</p> <p>As of the Petition Date and date hereof, the Enviva Inc. GBP Operating Account had a balance of approximately £8,187.</p>

Accounts	Description of Accounts
<p>Enviva Inc. EUR Operating Account (Citibank) Account No. 0749</p>	<p>The “<i>Enviva Inc. EUR Operating Account</i>” is used to supplement the Enviva Inc. Main Operating Account by collecting certain accounts receivable paid by customers and counterparties in EUR (€). When the Enviva Inc. EUR Operating Account has maintained more than a nominal cash balance, Enviva historically has paid disbursements quoted in EUR (€) in local currency to avoid currency-exchange costs or transferred these amounts to the Enviva Inc. Main Operating Account via WorldLink Payment Services. Since the Cash Management Transaction, the Enviva Inc. EUR Operating Account has seen minimal activity.</p> <p>As of the Petition Date and date hereof, the Enviva Inc. EUR Operating Account had a balance of approximately €1,585.</p>
<i>Enviva Pellets, LLC</i>	
<p>TPI Engineered Systems Disbursement Account (Citibank) Account No. 2525</p>	<p>The “<i>TPI Engineered Systems Disbursement Account</i>” is used to fund certain disbursements to third-party vendors and supplement the MLP Main Operating Account by collecting certain accounts receivable paid by customers, primarily both Debtor and non-Debtor entities, for services rendered.</p> <p>As of the Petition Date and date hereof, the TPI Engineered Systems Disbursement Account had a balance of approximately \$65,940.</p>
<i>Enviva Holdings, LP</i>	
<p>Enviva Holdings, LP Operating Account (Citibank) Account No. 2541</p>	<p>The “<i>Enviva Holdings, LP Operating Account</i>” was used prior to the series of transactions in 2021 that resulted in the conversion of Enviva Partners, LP (a master limited partnership) to Enviva (a so-called “C” corporation), but for a period of years thereafter did not maintain a material balance or otherwise see meaningful activity. Pursuant to the Utilities Motion,⁶ however, the Debtors propose to use the Enviva Holdings, LP Operating Account to provide adequate assurance of payment to utility companies pursuant to section 366 of the Bankruptcy Code. The Enviva Holdings, LP Operating Account will be funded in accordance with the terms of the Utilities Motion and any of the Court’s order(s) with respect thereto.</p> <p>As of the Petition Date and date hereof, the Enviva Holdings, LP Operating Account had a balance of approximately \$736.</p>

⁶ The “*Utilities Motion*” is that certain *Motion of Debtors for Entry of Interim and Final Orders (I) Approving Debtors’ Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Services, and (III) Approving Debtors’ Proposed Procedures for Resolving Additional Adequate Assurance Requests* [Docket No. 8].

Accounts	Description of Accounts
<i>Enviva, LP</i>	
<p>Enviva, LP Operating Account (Citibank) Account No. 2592</p>	<p>The “<i>Enviva, LP Operating Account</i>” served as the primary Bank Account used by the Debtors before the Enviva Inc. Main Operating Account took over the same functions. In addition to making disbursements to third parties, Enviva, LP collected accounts receivable intended for other Debtor and certain non-Debtor entities and distributed cash to the relevant Debtors and non-Debtors, as applicable, as often as daily. Certain customers and counterparties continue to direct accounts receivable and other payments intended for various Debtor and non-Debtor entities to Enviva, LP, which distributes cash to MLP, as necessary and applicable, for further distribution. Prior to the creation of the MLP Main Operating Account, the Enviva, LP Operating Account swept cash as often as daily to the Enviva Inc. Main Operating Account.</p> <p>As of the Petition Date and date hereof, the Enviva, LP Operating Account had a balance of approximately \$0.</p>
<p>Enviva, LP Savings Account (HSBC) Account No. 2345</p>	<p>The “<i>Enviva, LP Savings Account</i>” was used previously as a savings account, but no longer maintains a material balance.</p> <p>As of the Petition Date and date hereof, the Enviva, LP Savings Account had a balance of approximately \$52.</p>
<i>Enviva Management Company, LLC</i>	
<p>Enviva Management Company, LLC Payroll Account (Citibank) Account No. 7035</p>	<p>The “<i>Enviva Management Company, LLC Payroll Account</i>” serves as the primary payroll account for employees of the Debtors and certain non-Debtor entities. The Debtors pay employees located in the United States every two weeks, although payroll taxes and benefits are now paid primarily from the MLP Main Operating Account. The Enviva Management Company, LLC Payroll Account is funded via Intercompany Transfers from multiple accounts held by both Debtor and non-Debtor entities, including the MLP Main Operating Account.</p> <p>As of the Petition Date and date hereof, the Enviva Management Company, LLC Payroll Account had a balance of approximately \$522,569.</p>
<i>Enviva Development Finance Company, LLC</i>	
<p>Enviva Development Finance Company, LLC Operating Account (Citibank) Account No. 7358</p>	<p>The “<i>Enviva Development Finance Company, LLC Operating Account</i>” was opened to support the procurement of an exemption from sales & use tax for a marine terminal located in Pascagoula, Mississippi, but has since seen minimal activity.</p> <p>As of the Petition Date and date hereof, the Enviva Development Finance Company, LLC Operating Account had a balance of approximately \$0.</p>

Accounts	Description of Accounts
<i>Enviva Pellets Waycross, LLC</i>	
<p>Enviva Pellets Waycross, LLC Deposit Account (Citibank) Account No. 5498</p>	<p>The “<i>Enviva Pellets Waycross, LLC Deposit Account</i>” collects accounts receivable intended for Enviva Pellets Waycross, LLC under certain legacy customer contracts that pre-dated Enviva’s acquisition of a biomass production facility located in Waycross, Georgia (the “<i>Waycross Plant</i>”) in August 2020. The Enviva Pellets Waycross, LLC Deposit Account presently sees minimal activity.</p> <p>As of the Petition Date and date hereof, the Enviva Pellets Waycross, LLC Deposit Account had a balance of approximately \$0.</p>
<i>Enviva Pellets Bond, LLC</i>	
<p>Enviva Pellets Bond, LLC Operating Account (Citibank) Account No. 1655</p>	<p>The “<i>Enviva Pellets Bond, LLC Operating Account</i>” was opened to support the construction of a biomass production facility located near Bond, Mississippi (the “<i>Bond Plant</i>”). While it was originally expected that the Enviva Pellets Bond, LLC Operating Account would primarily support construction of the Bond Plant, Enviva obtained tax-exempt financing, the proceeds of which are instead routed from accounts held by a third-party trustee to the Enviva Inc. Main Operating Account upon requests for disbursement. Throughout the last calendar year, the Enviva Pellets Bond, LLC Operating Account has not maintained a material balance.</p> <p>As of the Petition Date and date hereof, the Enviva Pellets Bond, LLC Operating Account had a balance of approximately \$61.</p>
<i>Enviva Pellets Epes Finance Company, LLC</i>	
<p>Enviva Pellets Epes Finance Company, LLC Operating Account (Capital One) Account No. 7154</p>	<p>The “<i>Enviva Pellets Epes Finance Company, LLC Operating Account</i>” was opened to support the flow of funds in respect of a loan that certain Debtors received via the New Market Tax Credit Program (such program, the “<i>NMTC Program</i>” and such loan, the “<i>NMTC Loan</i>”) to support construction of a biomass production facility located near Epes, Alabama (the “<i>Epes Plant</i>”) the Enviva Pellets Epes Finance Company, LLC Operating Account presently sees minimal or no activity.</p> <p>As of the Petition Date and date hereof, the Enviva Pellets Epes Finance Company, LLC Operating Account had a balance of approximately \$0.</p>
<p>Enviva Pellets Epes Finance Company, LLC Debt Service Account (United Bank) Account No. 5591</p>	<p>The “<i>Enviva Pellets Epes Finance Company, LLC Debt Service Account</i>” facilitates the payment of interest and principal in respect of the NMTC Loan. The Enviva Pellets Epes Finance Company, LLC Debt Service Account is funded by the Main Operating Accounts in advance of scheduled payments. None of the Debtor entities maintains disbursement control over the Enviva Pellets Epes Finance Company, LLC Debt Service Account.</p> <p>As of the Petition Date and date hereof, the Enviva Pellets Epes Finance Company, LLC Debt Service Account had a balance of approximately \$185,924.</p>

Accounts	Description of Accounts
<i>Enviva Pellets Epes, LLC</i>	
<p>Enviva Pellets Epes, LLC Operating Accounts (Capital One) Account No. 7148 Account No. 7151 Account No. 7160</p>	<p>The “<i>Enviva Pellets Epes, LLC Operating Accounts</i>” facilitate the payment of recurring costs associated with the NMTC Loan. In connection with the NMTC Loan, the relevant Debtors are required to pay fees incurred by the lenders party to the NMTC Loan. None of the Debtor entities maintains disbursement control over the Enviva Pellets Epes, LLC Operating Accounts, one of which is funded as necessary from the Main Operating Accounts in advance of quarterly payments to the lenders party to the NMTC Loan, and two of which contain pre-funded reserves that are deducted quarterly.</p> <p>As of the Petition Date and date hereof, the Enviva Pellets Epes, LLC Operating Accounts had an aggregate balance of approximately \$735,606.</p>
<p>Enviva Pellets Epes, LLC Operating Account (Citibank) Account No. 5642</p>	<p>The “<i>Enviva Pellets Epes, LLC Operating Account</i>” was opened to support the construction of the Epes Plant. While it was originally expected that the Enviva Pellets Epes, LLC Operating Account would primarily support construction of the Epes Plant, Enviva obtained tax-exempt financing, the proceeds of which are instead routed from accounts held by a third-party trustee to the Enviva Inc. Main Operating Account upon requests for disbursement. Throughout the last calendar year, the Enviva Pellets Epes, LLC Operating Account has seen minimal activity.</p> <p>As of the Petition Date and date hereof, the Enviva Pellets Epes, LLC Operating Account had a balance of approximately \$41,497.</p>
<p>Enviva Pellets Epes, LLC Disbursement Account (United Bank) Account No. 7764</p>	<p>The “<i>Enviva Pellets Epes, LLC Disbursement Account</i>” facilitates draws by the relevant Debtor entities in respect of the NMTC Loan. Prior to September 2023—when the relevant Debtors drew down on the Enviva Pellets Epes, LLC Disbursement Account in its entirety—this Bank Account carried a roughly \$18 million balance.</p> <p>As of the Petition Date and date hereof, the Enviva Pellets Epes, LLC Disbursement Account had a balance of approximately \$0.</p>

14. The Debtors respectfully request that the Court authorize them to maintain and continue to use the Bank Accounts, and authorize the Banks to maintain, service, and administer the Bank Accounts without interruption and in the ordinary course of business. In this regard, the Debtors request that the Banks be authorized to receive, process, honor, and pay any and all checks, drafts, wires, credit card payments, ACH transfers, and other instructions, payable through, drawn, or directed on such Bank Accounts after the Petition Date by holders, makers, or other parties entitled to issue instructions with respect thereto, provided that sufficient funds are on deposit in the applicable Bank Accounts to cover such payments.

C. Deposits and Receivables

15. The Debtors regularly receive payments from customers on account of the sale of wood pellets and other revenue sources. Such payments are received in the form of checks, cash, ACH transfer, electronic funds transfer, and wire transfer. Receipts primarily flow through the Main Operating Accounts, and the relevant Debtors then distribute proceeds as necessary to other Debtors and certain non-Debtor affiliates. As set forth in greater detail below, the Debtors use the Cash Management System to facilitate the flow of funds collected by the Main Operating Accounts.

i. *Other Depository Accounts*

16. The Debtors maintain a number of other Bank Accounts, including the Enviva Inc. GBP Operating Account and the Enviva Inc. EUR Operating Account, each of which supports the Enviva Inc. Main Operating Account and serves the same function for the small number of receivables and disbursements that are denominated in GBP (£) and EUR (€), respectively. The Debtors likewise maintain the Enviva, LP Operating Account, which previously served the same function as the Enviva Inc. Main Operating Account, and which certain legacy counterparty payors continue to use in place of the Main Operating Accounts.

17. The Debtors also maintain a number of Bank Accounts associated with the construction of, and financing for the Epes Plant and the Bond Plant, respectively. Several of these accounts facilitate the administration of the NMTC Loan, and most do not carry material balances, except in advance of payments or disbursements. The Debtors likewise maintain the Enviva Pellets Waycross, LLC Deposit Account to receive payments under certain legacy contracts with the Waycross Plant. Receipts in respect of the Enviva Pellets Waycross, LLC Deposit Account are distributed to the MLP Main Operating Account, as necessary and applicable. The Debtors additionally maintain the TPI Engineered Systems Disbursement Account, which makes

disbursements to third-party vendors and collects certain accounts receivable paid by customers, primarily both Debtor and non-Debtor entities, for services rendered in connection with the construction and servicing of conveyors.

ii. *Corporate Credit Card Program*

18. Debtor Enviva Pellets, LLC ("*Enviva Pellets*") is party to a corporate credit card program with Cross River Bank, whereby the latter provides credit to approximately 47 eligible employees of Debtor Enviva Management Company, LLC ("*Enviva Management*") for business-related expenses or emergency situations (the "*Corporate Credit Card Program*"). All but six of these cards are restricted to business purposes that do not include travel or entertainment; the remaining six are used primarily for corporate travel. Each card is subject to a \$10,000 spending limit, and the Corporate Credit Card Program is subject to an aggregate spending limit of \$150,000, which is secured by the same amount of the Debtors' cash collateral. Payment in respect of the Corporate Credit Card Program is due monthly.

19. The Corporate Credit Card Program very recently replaced a prior arrangement with HSBC that was the subject of a dispute over late fees (the "*HSBC Card*"). While data in respect of actual spending under the Corporate Credit Card Program accordingly is not yet available, aggregate monthly spending under the HSBC Card averaged roughly \$180,000 over the course of the past 12 months. The Debtors expect that obligations under the Corporate Credit Card Program, as reconstituted through Cross River Bank, will track prior monthly spending under the HSBC Card and accordingly request authority to continue the Corporate Credit Card Program in the ordinary course of business.

iii. *Gas Card Program*

20. Debtor Enviva Management is likewise party to a corporate credit card program with WEX Bank, whereby the latter provides credit to approximately 85 eligible employees of

Enviva Management exclusively for fuel purchase for enterprise-owned fleet vehicles (the “**Gas Card Program**”). Each card is subject to a \$300 daily spending limit, and the Gas Card Program is subject to an aggregate monthly spending limit of \$123,500.

21. Aggregate monthly spending in respect of the Gas Card Program has averaged roughly \$40,000 over the course of the past 12 months. Enviva Management receives monthly statements for purchases made via the Gas Card Program during the preceding month. Payment on these statements is due at the end of each calendar month. Enviva Management typically pays amounts due on a monthly basis in the ordinary course of business. As of the Petition Date, payment obligations in the amount of \$40,000 are accrued and outstanding in respect of the Gas Card Program. The Debtors request authority to continue the Gas Card Program in the ordinary course of business.

iv. *Expense Reimbursement Program*⁷

22. In the ordinary course of business, Debtor Enviva Management reimburses employees for the reasonable and customary expenses that such employees, as applicable, personally incur in the scope of their employment (the “**Expense Reimbursement Program**”). Expense reimbursements typically include expenses associated with travel, lodging, ground transportation, meals, and other business-related expenses incurred in the course of an employee’s duties. Eligible travel expenses may be (a) personally incurred by an employee and reimbursed by Enviva Management or (b) incurred on a company-issued corporate credit card that is not a part of the Corporate Credit Card Program for which such employee pays the monthly statements and is

⁷ For the avoidance of doubt, the Debtors are seeking relief to continue the Expense Reimbursement Program in the ordinary course of business in the *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief* [Docket No. 5]. Information regarding the Expense Reimbursement Program is included in this Motion solely to provide a comprehensive rendering of the Debtors’ approach to corporate expenses.

subsequently reimbursed. Enviva Management contracts with Concur Technologies Inc. to administer the Expense Reimbursement Program.

23. If Enviva Management is not permitted to maintain the Expense Reimbursement Program, then employees may be held personally liable for any unpaid obligations, notwithstanding the fact that these obligations were incurred for the ultimate benefit of their employer. Because of the irregular nature of requests administered via the Expense Reimbursement Program, it is difficult for the Debtors to determine the quantum of unpaid amounts that will become due under the Expense Reimbursement Program at any given time. Historically, however, monthly disbursements have averaged approximately \$412,500.

D. Section 345(b) of the Bankruptcy Code and the U.S. Trustee Guidelines

i. *Section 345(b) of the Bankruptcy Code*

24. To the best of the Debtors' knowledge, each Bank Account is maintained at a Bank that is insured by the Federal Deposit Insurance Corporation (the "**FDIC**") and, therefore, complies with section 345(b) of the Bankruptcy Code.

ii. *U.S. Trustee Guidelines*

25. The Office of the United States Trustee for the Eastern District of Virginia (the "**U.S. Trustee**") has established certain operating guidelines (the "**U.S. Trustee Guidelines**") for debtors in possession. The U.S. Trustee Guidelines require, among other things, that upon the filing of a bankruptcy petition, the debtor must immediately close all of its existing bank accounts and open new bank accounts that are designated as debtor-in-possession accounts with authorized depositories (a) whose deposits are insured by the FDIC and (b) that agree to comply with the requirements of the U.S. Trustee. The U.S. Trustee Guidelines further require debtors to deposit all estate funds in such newly opened debtor-in-possession accounts, with one account maintained

solely for the purpose of setting aside estate monies required for the payment of taxes and another, separate account for cash collateral.

26. The vast majority of the Debtors' Bank Accounts are maintained at banks that have executed a Uniform Depository Agreement ("*UDA*") with, and are designated as authorized depositories by, the U.S. Trustee, pursuant to the U.S. Trustee Guidelines. The Debtors' Bank Accounts with HSBC and United Bank are the exception, as neither is designated as an authorized depository by the U.S. Trustee pursuant to the U.S. Trustee Guidelines. Nevertheless, the Debtors believe that both HSBC and United Bank are stable institutions and, therefore, that the Bank Accounts can be maintained at HSBC and United Bank without jeopardizing the rights of any parties in interest. These Bank Accounts do not carry material balances, and the Debtors do not anticipate any activity for these accounts beyond the payment of ordinary course debt-service obligations and Bank Fees for the duration of these chapter 11 cases. The Debtors request that the Court waive the requirements of the U.S. Trustee Guidelines and allow the Debtors to maintain their existing Bank Accounts, as set forth in greater detail below.

E. Business Forms

27. As part of the Cash Management System, the Debtors use numerous pre-printed business forms (including, without limitation, letterhead, purchase orders, invoices, and pre-printed and future checks, collectively, the "*Business Forms*") in the ordinary course of business. The U.S. Trustee Guidelines require that checks for all debtor-in-possession accounts bear the name of the debtor, the designation "Debtor in Possession," the bankruptcy case number, and the type of account.

28. To minimize expenses to the Debtors' estates and to avoid confusion on the part of employees, customers, and vendors during the pendency of these chapter 11 cases, the Debtors request that the Court waive such requirements and authorize the Debtors' continued use of all

correspondence and Business Forms as such forms were in existence immediately before the Petition Date, without reference to the Debtors' status as debtors in possession, rather than requiring the Debtors to incur the expense and delay of ordering entirely new Business Forms as otherwise would be required under the U.S. Trustee Guidelines. To the extent the Debtors exhaust their existing supply of Business Forms during these chapter 11 cases, the Debtors will transition to using checks and other Business Forms with the designation "Debtor in Possession" and the corresponding bankruptcy case number on all such checks and other Business Forms.

29. The Debtors have prepared communication materials to distribute to the various parties with which they conduct business, which will, among other things, inform such parties of the commencement of these chapter 11 cases. The Debtors believe that these direct communications will provide adequate notice to such parties of their status as debtors in possession.

F. Bank Fees

30. In the ordinary course of business, the Debtors incur and pay, or allow to be deducted from the appropriate Bank Accounts, a number of fees, charges, and expenses related to the cost of administering the Bank Accounts, including among other things, wire transfer and other fees, costs, and expenses standard for a typical corporate bank account and any other items the Banks give provisional credit for (including during the prepetition period) (collectively, the "***Bank Fees***").

31. The Bank Fees for the vast majority of the Debtors' unrestricted Bank Accounts are debited directly from the Bank Accounts and typically are due and payable at the end of each month for that preceding month. The Debtors paid the Banks approximately \$10,000 per month in Bank Fees on average for the last six months. The Debtors estimate that \$10,000 on account of Bank Fees will become due and payable during the interim period, of which \$4,500 will be

attributable to the prepetition period. Accordingly, the Debtors seek permission to pay these Bank Fees during the interim period and to continue paying the Bank Fees in the ordinary course of business on a final basis in accordance with past practices.

G. Intercompany Transfers

32. As is often customary for an enterprise of Enviva’s size and complexity, the Debtor entities maintain business relationships with each other and certain non-Debtor affiliates, conducting intercompany financial transactions (such transactions, the “*Intercompany Transfers*”) from time to time that result in intercompany receivables and payables (such payables, the “*Intercompany Balances*”) in the ordinary course of business. As set forth above, the Debtors manage their disbursements and receipts through the centralized Cash Management System. The Debtors and their non-Debtor affiliates track all fund transfers in their respective accounting systems and can ascertain, trace, and account for all Intercompany Transfers and will continue to do so on a postpetition basis.

i. *Intercompany Transfers Among the Debtors*

33. At any given time—and in addition to the Intercompany Arrangements—there may be Intercompany Balances owing from one Debtor to another Debtor. Intercompany Transfers are made to reimburse certain Debtors for various expenditures associated with their businesses, to fund certain Debtors’ Bank Accounts in anticipation of such expenditures, as needed, and to transfer excess funds to the MLP Main Operating Account.

34. By way of example, the Debtors transfer funds out of the Main Operating Accounts into various disbursement accounts, including the Enviva Management Company, LLC Payroll Account. By way of additional example, Enviva Pellets, LLC (d/b/a TPI Engineered Systems) builds and services conveyors for use at biomass production facilities owned and operated by

certain Debtor and non-Debtor entities and seeks payment from such entities in the ordinary course of business.

ii. *Intercompany Transfers with Non-Debtors*

35. The Debtors also engage in Intercompany Transfers with certain non-Debtor affiliates in the ordinary course of business as part of the Cash Management System. Certain transfers in the aggregate of approximately \$405,000 per month on average support operations and expenditures (including costs attributable to a limited number of employees) for non-Debtor affiliates located in the United Kingdom, Japan, and Germany, specifically Enviva Management UK, Limited, Enviva Management Japan K.K., and Enviva Management Germany GmbH (such Intercompany Transfers, the “*Foreign Subsidiary Transfers*”). The Foreign Subsidiary Transfers benefit Debtor Enviva as the ultimate parent, in each case, and are necessary to ensure smooth operations in light of the fact that Enviva’s customers are based in these foreign jurisdictions.

36. The Debtors also engage in Intercompany Transfers with certain non-Debtor affiliates that are joint ventures with third parties in the ordinary course of business. One such non-Debtor affiliate is Enviva Tooling Services Company, LLC (“*Enviva Tooling Services*”), a joint venture with Amandus Kahl USA Corporation that provides bespoke tooling services for numerous Debtor entities in exchange for payment therefrom. Enviva Tooling Services provides tangible benefits to Enviva as the ultimate parent by meeting the unique needs of its biomass production facilities and other projects.

37. In a similar vein, the Debtors likewise engage in material Intercompany Transfers with non-Debtor affiliate Enviva Wilmington Holdings, LLC (“*Enviva Wilmington Holdings*”), a joint venture with John Hancock Life Insurance Company, U.S.A. and certain of its affiliates, in the ordinary course of business. Debtor Enviva, LP serves as managing member of Enviva

Wilmington Holdings, which in turn is counterparty to a long-term offtake agreement (the “*EWH Fuel Supply Agreement*”) with MGT Teesside Limited (“*MGT*”). Enviva Wilmington Holdings is also the sole member of non-Debtor affiliate Enviva Pellets Hamlet, LLC, which owns a biomass production facility in Hamlet, North Carolina (the “*Hamlet Plant*”).

38. In the ordinary course of business, Enviva, Enviva, LP, and Enviva Wilmington Holdings, as applicable, engage in Intercompany Transfers between one another in respect of Intercompany Balances arising from, among other things, investment in operational expenditures, reimbursement of attributed costs, or the purchase and sale of biomass between such parties.

39. The Intercompany Transfers are necessary due to the complex corporate structure of the Debtors and their non-Debtor affiliates. This system not only maximizes efficiency but also simplifies third-party interactions with the Debtors as an enterprise. If the Intercompany Transfers were to be discontinued, the Cash Management System and the Debtors’ operations would be unnecessarily disrupted to the detriment of the Debtors, their creditors, and other stakeholders. The Debtors thus submit that continuing the Intercompany Transfers is essential and is in the best interests of the Debtors’ respective estates and creditors. To minimize business disruptions and preserve value for the Debtors’ estates, the Debtors seek authority to continue the Intercompany Transfers in the ordinary course of business postpetition, consistent with the Debtors’ customary prepetition practices.

40. To ensure that each Debtor will not fund the operations of another entity at the expense of such Debtors’ creditors, the Debtors request—pursuant to sections 364(b) and 503(b)(1) of the Bankruptcy Code—that all valid postpetition payments from a Debtor or a non-Debtor affiliate to or on behalf of a Debtor on account of a postpetition Intercompany Transfer shall be accorded administrative expense status, subject and junior to any claims, including for

adequate protection, granted in connection with any postpetition financing or postpetition use of cash collateral in accordance with any interim and final orders, as applicable, approving such postpetition financing or postpetition use of cash collateral, in accordance with the terms of the DIP Order.

41. The importance of continuing intercompany transactions and granting administrative expense status to postpetition intercompany transfers in large chapter 11 cases has been repeatedly recognized by courts in this district, and such courts have granted relief similar to the relief requested herein. *See, e.g., In re Chinos Holdings, Inc.*, No. 20-32181 (KLP) (Bankr. E.D. Va. May 5, 2020) (authorizing the debtors to continue intercompany transactions); *In re Pier 1 Imports, Inc.*, No. 20-30805 (KRH) (Bankr. E.D. Va. Mar. 13, 2020) (same); *In re Gymboree Grp. Inc.*, No. 19-30258 (KLP) (Bankr. E.D. Va. Feb. 21, 2019) (same); *In re Toys “R” Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. Oct. 24, 2017) (same).

BASIS FOR RELIEF REQUESTED

A. The Bank Accounts and the Cash Management System Are Essential to the Debtors’ Operations and Restructuring Efforts.

42. As set forth above, the Debtors request authority to continue to use their Bank Accounts and Cash Management System consistent with their ordinary course practices prior to the Petition Date and to implement ordinary course changes to the Cash Management System consistent with such prepetition practices. Such relief is appropriate under sections 363(c) and 105(a) of the Bankruptcy Code.

43. Section 363(c)(1) of the Bankruptcy Code authorizes a debtor to “use property of the estate in the ordinary course of business without notice or a hearing.” 11 U.S.C. § 363(c)(1). The purpose of section 363(c)(1) is to provide a debtor with the flexibility to engage in the ordinary transactions required to operate its business without the need for oversight by its creditors or the

bankruptcy court. Bankruptcy courts routinely treat requests for authorization to continue using existing cash management systems as a relatively “simple matter.” *See, e.g., In re Baldwin-United Corp.*, 79 B.R. 321, 327 (Bankr. S.D. Ohio. 1987). In addition, in granting such relief, courts recognize that an integrated cash management system “allows efficient utilization of cash resources and recognizes the impracticalities of maintaining separate cash accounts for the many different purposes that require cash.” *In re Columbia Gas Sys., Inc.*, 136 B.R. 930, 934 (Bankr. D. Del. 1992), *aff’d in relevant part*, 997 F.2d 1039, 1061 (3d Cir. 1993); *In re US Airways, Inc.*, No-04-13819 (SMM) (Bankr. E.D. Va. Sept. 14, 2004); *In re NTELOS, Inc.*, No. 03-32094 (DOT) (Bankr. E.D. Va. March 4, 2003). Courts have concluded that the requirement to maintain all accounts separately “would be a huge administrative burden and economically inefficient.” *Columbia Gas*, 997 F.2d at 1061; *see also In re Southmark Corp.*, 49 F.3d 1111, 1114 (5th Cir. 1995) (noting that cash management system allows debtor “to administer more efficiently and effectively its financial operations and assets”).

44. Additionally, the Court may rely on its equitable powers to grant the relief requested herein. Specifically, section 105(a) of the Bankruptcy Code authorizes the Court to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” Under section 105(a) and the doctrine of necessity, the Court may exercise its broad grant of equitable powers to approve the relief requested in this Motion, including the payment of prepetition obligations when such payment is essential to the continued operation of the Debtors’ business. *See, e.g., In re Just for Feet, Inc.*, 242 B.R. 821, 824-25 (D. Del. 1999). Therefore, it is within the Court’s equitable powers under section 105(a) to approve the continued use of the Cash Management System and payment of the Bank Fees.

45. The Cash Management System constitutes an ordinary course and essential business practice providing significant benefits to the Debtors, including the ability to control corporate funds, ensure the maximum availability of funds when and where necessary, reduce borrowing costs and administrative expenses by facilitating the movement of funds, and ensure the availability of timely and accurate account balance information consistent with prepetition practices. The Cash Management System reduces operating expenses by enabling the Debtors to use funds in the optimal and most efficient manner. Accordingly, ongoing use of the Cash Management System without interruption is vital to the Debtors' business operations and the success of these chapter 11 cases.

46. In furtherance of the foregoing, the Debtors request that all Banks at which the Bank Accounts are maintained be authorized to continue to administer such accounts as they were maintained prepetition, without interruption, and in the ordinary course of business. The Debtors also request authority to pay any prepetition Bank Fees that remain unpaid as of the Petition Date. Payment of the prepetition Bank Fees is in the best interest of the Debtors, their estates, and all parties in interest, as it will prevent any disruption to the Cash Management System. Moreover, because the Banks may avail themselves of potential setoff rights with respect to the prepetition Bank Fees, payment of any prepetition Bank Fees will not affect unsecured creditors and would merely create a difference of timing. The Banks should also be authorized to pay any and all drafts, wires, and ACH transfers issued on the Bank Accounts for payment of any claims arising on or after the Petition Date—or before the Petition Date to the extent payment of such claims were approved by an order of the Court—in each case so long as sufficient funds exist in the Bank Accounts.

B. A Waiver of Certain Requirements of the U.S. Trustee Guidelines Is Appropriate Under the Circumstances and Will Minimize Disruptions to the Debtors' Business During the Transition to Chapter 11.

47. The Debtors request that the Court waive certain requirements of the U.S. Trustee Guidelines and allow the Debtors to continue using their existing Bank Accounts.

The U.S. Trustee Guidelines generally require chapter 11 debtors to:

- a) close all existing bank accounts and open new debtor-in-possession bank accounts, including (i) an account maintained solely for the purposes of setting aside estate monies required for the payment of taxes, and (ii) an account for cash collateral;
- b) deposit all estate funds into an account with a financial institution whose deposits are insured by the FDIC; and
- c) obtain and utilize new checks for all debtor-in-possession accounts that bear the designation "Debtor in Possession," the bankruptcy case number, and the type of account.

48. Requiring the Debtors to adopt new cash management systems and open new bank accounts at the same or different depository institutions at this early and critical stage of these chapter 11 cases would generate substantial and gratuitous expense, impose needless administrative burden, and cause undue disruption to the Debtors' operations. Such distraction and disruption may delay the Debtors' ability to confirm a chapter 11 plan and exit chapter 11 swiftly, adversely affecting the Debtors' ability to maximize value for the benefit of creditors and other parties in interest. Moreover, such disruption would prove wholly unnecessary insofar as all of the Debtor's Bank Accounts that carry material balances are held at Banks that are designated as authorized depositories by the U.S. Trustee. The Bank Accounts and the Cash Management System provide a safe, efficient, and proven means for the Debtors to maintain and manage their cash.

49. The Debtors submit that a waiver of certain requirements of the U.S. Trustee Guidelines is appropriate under these circumstances. Maintenance of the Bank Accounts and the

Cash Management System will minimize the disruption to the Debtors' operations and promote an orderly and efficient transition into chapter 11. Such benefits are entirely consistent with the goals that animate the U.S. Trustee Guidelines. The Cash Management System constitutes an ordinary course and essential business practice and provides significant benefits to the Debtors and their estates, including the ability to: (a) control corporate funds; (b) ensure the maximum availability of funds, as and when necessary; and (c) reduce borrowing costs and administrative expenses by facilitating the movement of funds and providing more timely and accurate account information.

50. Bankruptcy courts within this district have allowed debtors in large chapter 11 cases to maintain existing cash management systems under similar circumstances. *See, e.g., In re Chinos Holdings, Inc.*, No. 20-32181 (KLP) (Bankr. E.D. Va. May 5, 2020) (waiving requirements of section 345(b) for 45 days); *In re LeClair Ryan, PLLC*, No. 19-34574 (KRH) (Bankr. E.D. Va. Sept. 4, 2019) (same); *In re Gymboree Grp. Inc.*, No. 19-30258 (KLP) (Bankr. E.D. Va. Jan. 17, 2019) (same); *In re Toys "R" Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. Oct. 24, 2017) (same); *In re Penn Virginia Corp.*, No. 16-32395 (KLP) (Bankr. E.D. Va. June 9, 2016) (same); *In re Alpha Natural Res., Inc.*, No. 15-33896 (KRH) (Bankr. E.D. Va. Oct. 8, 2014); *In re James River Coal Co.*, No. 14-31848 (KRH) (Bankr. E.D. Va. Apr. 10, 2014) (same).

51. Accordingly, the Debtors request authority to: (a) maintain and continue to use any or all of their existing Bank Accounts in the names and with the account numbers existing immediately prior to the commencement of these chapter 11 cases, provided that the Debtors reserve the right to close some or all of their existing Bank Accounts and open new debtor-in-possession accounts upon providing written notice to the U.S. Trustee and counsel to the Ad Hoc Group; (b) deposit funds into and withdraw funds from any Bank Accounts by all usual

means, including checks, wire transfers, ACH transfers, electronic funds transfers, or other debits; and (c) treat their existing Bank Accounts (and any accounts opened postpetition) for all purposes as debtor-in-possession accounts.

52. As set forth above, to ensure that all transfers and transactions will be documented in their books and records, the Debtors will continue to maintain records of all transfers within the Cash Management System and use the Debtors' accounting team to administer the Bank Accounts. To guard against improper transfers resulting from the postpetition honoring of prepetition checks, the Debtors have issued "stop payment" orders to the Banks instructing the Banks not to honor any checks drawn on the Debtors' Bank Accounts prior to the Petition Date, again subject to any exceptions approved by this Court. The Debtors request that the Banks be authorized to presume conclusively that such approval has been obtained with respect to any checks or other debits initiated by any Debtor prior to the Petition Date with respect to which such "stop payment" orders have not been issued.

53. The maintenance of the Cash Management System (together with the reporting requirements discussed above) will accomplish the dual goals of minimizing disruption to the Debtors' operations and satisfying the aims of the U.S. Trustee Guidelines. The recording of transactions within the Cash Management System would afford a complete accounting of the Debtors' funds and should provide the U.S. Trustee comfort that the spirit of the U.S. Trustee Guidelines will be observed.

C. A Waiver of Requirements Regarding Checks and Other Business Forms Is Also Appropriate Under the Circumstances.

54. The Debtors additionally request that the Court waive the U.S. Trustee Guidelines requiring debtors in possession to obtain new checks that bear the designation "Debtor in Possession" until the Debtors have exhausted their existing supply of checks and other Business

Forms. Local Rule 2015-2(a) provides that, upon motion of the debtor, the court may permit the debtor to continue using its existing checks without such designation until the supply of all such existing checks have been exhausted. To avoid disruption of the Cash Management System and unnecessary expense, the Debtors seek a waiver of the requirement to immediately purchase new checks and other business forms that include the term “Debtor in Possession” and the case number assigned to the relevant chapter 11 case. The Debtors’ inventory of Business Forms would go to waste if new checks were to be ordered and used prematurely.

55. Additionally, requiring the Debtors to obtain new checks that bear the designation “Debtor in Possession” for the Bank Accounts would cause the Debtors to incur undue expense and delay. The Debtors further submit that parties in interest will not be prejudiced if the Debtors are authorized to continue to use their Business Forms substantially in the forms existing immediately before the Petition Date. To preserve funds and assist in the efficient administration of their estates, the Debtors seek authority to use pre-existing Business Forms (including check stock) with respect to the Bank Accounts. If the Debtors exhaust their existing supply of Business Forms during these chapter 11 cases, the Debtors will transition to using checks with the designation “Debtor in Possession” and the corresponding bankruptcy case number on all such Business Forms.

56. Bankruptcy courts within this district have allowed debtors to use prepetition business forms without the “Debtor in Possession” designation under similar circumstances. *See, e.g., In re Chinos Holdings, Inc.*, No. 20-32181 (KLP) (Bankr. E.D. Va. May 5, 2020) (authorizing the debtors to continue to maintain existing business forms); *In re Pier 1 Imports, Inc.*, No. 20-30805 (KRH) (Bankr. E.D. Va. Mar. 13, 2020) (same); *In re Gymboree Grp. Inc.*, No. 19--30258 (KLP) (Bankr. E.D. Va. Feb. 21, 2019) (same); *In re Toys “R” Us, Inc.*, No. 17-34665 (KLP)

(Bankr. E.D. Va. Oct. 24, 2017) (same); *In re The Gymboree Corp.*, No. 17-32986 (KLP) (Bankr. E.D. Va. July 13, 2017) (same); *In re Penn Virginia Corp.*, No. 16-32395 (KLP) (Bankr. E.D. Va. June 9, 2016) (authorizing debtors' continued use of preprinted check stock without a "debtor in possession" marking until the supply is exhausted).

D. The Court Should Authorize Continued Performance of Intercompany Transfers in the Ordinary Course and Grant Administrative Expense Priority Status to Postpetition Intercompany Transfers, Including the Intercompany Arrangements.

57. As described above, the Debtors routinely engaged in Intercompany Transfers in addition to the Intercompany Arrangements prior to the Petition Date. In general, under section 363(c)(1) of the Bankruptcy Code, a debtor in possession "may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business . . . and may use property of the estate in the ordinary course of business without notice or a hearing." Under section 503(b)(1)(A) of the Bankruptcy Code, "[a]fter notice and a hearing, there shall be allowed, administrative expenses . . . including the actual, necessary costs and expenses of preserving the estate . . ."

58. The Debtors believe that the Intercompany Transfers (including the Intercompany Arrangements) occur "in the ordinary course of business" within the meaning of section 363(c)(1) of the Bankruptcy Code. Nonetheless, out of an abundance of caution, the Debtors seek express authority to engage in such transactions on a postpetition basis. The Intercompany Transfers are the type of transactions that are common among many complex business enterprises that operate through multiple affiliates. The Intercompany Transfers are integral to the Debtors' ability to operate their businesses. Requiring the Debtors to modify their current practices would impose a costly and time-consuming undertaking, distracting the Debtors and their employees from the important tasks of continuing to operate the Debtors' businesses in the ordinary course and proceeding towards a timely exit from chapter 11. Accordingly, out of an abundance of caution,

the Debtors request express authority to engage in the Intercompany Transfers on a postpetition basis.

59. The Debtors also request that the Court grant administrative expense status, subject and junior to any claims, including for adequate protection, granted in connection with any order of this Court approving postpetition financing or postpetition use of cash collateral, to all Intercompany Balances against a Debtor by another Debtor or a non-Debtor that arise postpetition as a result of an Intercompany Transfer. If the Intercompany Transfers are accorded administrative expense priority, each entity using funds that flow through the Cash Management System will continue to bear the ultimate responsibility for its own ordinary course transactions. No individual Debtor, at the expense of its creditors, will fund the operations of another Debtor.

60. Bankruptcy courts within this district have granted similar relief under comparable circumstances. *See, e.g., In re Chinos Holdings, Inc.*, No. 20-32181 (KLP) (Bankr. E.D. Va. May 5, 2020) (authorizing the debtors to continue intercompany transactions); *In re Pier 1 Imports, Inc.*, No. 20-30805 (KRH) (Bankr. E.D. Va. Mar. 13, 2020) (same); *In re Gymboree Grp. Inc.*, No. 19-30258 (KLP) (Bankr. E.D. Va. Feb. 21, 2019) (same); *In re Toys “R” Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. Oct. 24, 2017) (same); *In re The Gymboree Corp.*, No. 17-32986 (KLP) (Bankr. E.D. Va. July 13, 2017); *In re James River Coal Co.*, No. 14-31848 (KRH) (Bankr. E.D. Va. April 10, 2014) (same).

REQUEST FOR IMMEDIATE RELIEF

61. Bankruptcy Rule 6003 empowers a court to grant relief within the first 21 days after the Petition Date “to the extent that relief is necessary to avoid immediate and irreparable harm.” For the reasons discussed herein and in the First Day Declarations, authorizing the Debtors to continue to operate using the Cash Management System, existing Business Forms, and Intercompany Transfers, as well as granting the other relief requested herein, is critical to

enabling the Debtors to effectively transition to operating as chapter 11 debtors. Failure to receive such authorization and other relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors' operations and significantly impact the Debtors' ability to reorganize swiftly and efficiently.

62. As such, the relief requested is necessary in order for the Debtors to operate their businesses in the ordinary course and preserve the ongoing value of the Debtors' operations and maximize the value of their estates for the benefit of all stakeholders. Accordingly, the Debtors submit that they have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 to support granting the relief requested herein.

WAIVER OF BANKRUPTCY RULE 6004(a) AND 6004(h)

63. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

WAIVER OF MEMORANDUM OF POINTS AND AUTHORITIES

64. The Debtors respectfully request that this Court treat this Motion as a written memorandum of points and authorities or waive any requirement that this Motion be accompanied by a written memorandum of points and authorities as described in Local Rule 9013-1(F).

DIP ORDER CONTROLS

65. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order or the DIP Documents (as defined therein). For the avoidance of doubt, the relief described and requested herein and/or granted by any order issued pursuant hereto is subject in all respects to, and superseded by, the terms of the DIP Order and the DIP Documents, and in the event of any conflict between the terms of the

DIP Order, the DIP Documents, and the terms of the Order, the DIP Order and the DIP Documents are intended to govern.

RESERVATION OF RIGHTS

66. Unless specifically provided herein, and notwithstanding any actions taken hereunder, nothing in this Motion is intended to be, nor should it be construed as (a) an implication or admission as to the validity or priority of any claim or lien against the Debtors, (b) an impairment or waiver of the Debtors' or any other party in interest's rights to contest or dispute any such claim or lien, (c) a promise or requirement to pay any prepetition claim, (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any proposed order, (e) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law, or (f) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any applicable law. In addition, nothing in this Motion or the relief requested herein should be interpreted as the assumption or rejection of any executory contract or unexpired lease under section 365 of the Bankruptcy Code.

NOTICE

67. Notice of this Motion has been provided by delivery to the following parties or their counsel, as applicable: (a) the Assistant United States Trustee for the Eastern District of Virginia; (b) the Debtors' 30 largest unsecured creditors (on a consolidated basis); (c) Davis Polk & Wardwell LLP as co-counsel to the Ad Hoc Group; (d) McGuireWoods LLP as co-counsel to the Ad Hoc Group; (e) McDermott Will & Emery LLP as counsel to the agent under the DIP Facility; (f) Cahill Gordon & Reindel LLP as counsel to the agent under the Senior Secured Credit Facility; (g) Kilpatrick Townsend & Stockton LLP as counsel to the indenture trustee under the 2026 Notes; (h) Kramer Levin Naftalis & Frankel LLP as counsel to the indenture trustees under the Bond Green Bonds and the Epes Green Bonds; (i) those persons who have formally appeared in these

chapter 11 cases and requested service pursuant to Bankruptcy Rule 2002; (j) the United States Attorney's Office for the Eastern District of Virginia; (k) the Securities and Exchange Commission; (l) the Internal Revenue Service; (m) all applicable government agencies or other parties to the extent required by the Bankruptcy Rules or the Local Rules; and (n) all Banks where the Debtors maintain Bank Accounts (collectively, the "*Notice Parties*"). In light of the nature of the relief requested in this Motion, the Debtors submit that no further notice is necessary.

NO PRIOR REQUEST

68. No prior motion for the relief requested herein has been made to this Court or any other court.

The Debtors respectfully request that the Court enter the Interim Order and the Final Order, substantially in the forms attached hereto as **Exhibits A** and **B**, respectively, and grant them such other and further relief to which the Debtors may be justly entitled.

Richmond, Virginia
Dated: March 13, 2024

/s/ Jeremy S. Williams

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EXHIBIT A

Proposed Interim Order

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Proposed Co-Counsel to the Debtors and Debtors in Possession

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

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

**INTERIM ORDER
(I) AUTHORIZING THE DEBTORS
TO (A) MAINTAIN THE CASH MANAGEMENT
SYSTEM, (B) CONTINUE USING EXISTING BUSINESS FORMS,
AND (C) CONTINUE INTERCOMPANY TRANSFERS, (II) PROVIDING
ADMINISTRATIVE EXPENSE PRIORITY STATUS FOR POSTPETITION
INTERCOMPANY CLAIMS, AND (III) GRANTING RELATED RELIEF**

¹ Due to the large number of Debtors in these chapter 11 cases, for which joint administration has been requested, a complete list of the Debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list may be obtained on the website of the Debtors' proposed claims and noticing agent at www.kccllc.net/enviva. The location of the Debtors' corporate headquarters is: 7272 Wisconsin Avenue, Suite 1800, Bethesda, MD 20814.

Upon the Motion² filed by the above-referenced debtors and debtors in possession (collectively, the “*Debtors*”) for entry of an interim order (the “*Interim Order*”) (a) authorizing the Debtors to (i) maintain their existing Bank Accounts and Cash Management System, (ii) continue using their existing Business Forms, (iii) pay any undisputed prepetition Bank Fees and continue to pay the Bank Fees in the ordinary course of business, and (iv) continue to engage in Intercompany Transfers in the ordinary course of business and consistent with past practices, (b) providing administrative expense priority status for postpetition payments made on account of Intercompany Transfers, and (c) granting related relief, all as more fully set forth in the Motion and in the First Day Declarations; and the Court having jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed the Motion and the First Day Declarations; and the Court having found that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates, as contemplated by Bankruptcy Rule 6003; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors and their respective estates, creditors, and other parties in interest; and the Court having found that proper and adequate notice of the Motion and hearing thereon has been given and that no other or further notice is necessary; and the Court having found that good and sufficient cause exists for the granting of the relief requested in the Motion after having given

² Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Motion.

due deliberation upon the Motion and all of the proceedings had before the Court in connection with the Motion, it is HEREBY ORDERED THAT:

1. The final hearing (the “*Final Hearing*”) on the Motion shall be held on _____, 2024, at __:__ .m., prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 5:00 p.m., prevailing Eastern Time, on _____, 2024, and shall be served on the Notice Parties

2. The Debtors are authorized, on an interim basis, to: (a) maintain their existing Bank Accounts and Cash Management System, as described in the Motion and as identified on **Exhibit D** thereto; (b) continue using their existing Business Forms; (c) pay any undisputed prepetition Bank Fees and continue to pay the Bank Fees in the ordinary course of business; and (d) continue to engage in Intercompany Transfers in the ordinary course of business and consistent with past practices.

3. The Debtors are authorized, on an interim basis, to: (a) continue to use, in the same names and with the same account numbers, the Bank Accounts in existence as of the Petition Date, as described in the Motion and as identified on **Exhibit C** thereto, including any prepetition accounts maintained with Banks not included on the list of Depositories Authorized to Hold Bankruptcy Estate Funds, dated December 20, 2023 (the “*UST List*”); *provided*, that notwithstanding anything to the contrary in this Interim Order, the Debtors shall not open any new bank account at an institution not included on the UST List without consent from the U.S. Trustee, the Required DIP Creditors or further order of the Court; *provided, further*, that the DIP Funding Account (as defined in the DIP Documents) shall be funded, maintained and used by the Debtors solely in accordance with the terms of the DIP Order and the DIP Documents; (b) treat their Bank Accounts for all purposes as debtor-in-possession accounts (b) treat their Bank

Accounts for all purposes as debtor-in-possession accounts; (c) collect, concentrate, deposit funds in, and withdraw and disburse funds from the Bank Accounts in accordance with the Cash Management System by all usual means, including, but not limited to, checks, wire transfers, ACH transfers and debits, electronic funds transfers, and other debits; (d) use, in their present form, all pre-printed correspondence and Business Forms (including checks and letterhead) without reference to the Debtors' status as debtors in possession; *provided*, that once the Debtors' supplies of pre-printed correspondence and Business Forms have been exhausted, the Debtors shall, when reordering, require the designation "Debtor in Possession" and the corresponding bankruptcy case number on all such documents; and (e) pay the Bank Fees, irrespective of whether such fees arose prior to the Petition Date, and to otherwise perform their obligations under the documents governing the Bank Accounts. Any postpetition fees, costs, charges, and expenses, including Bank Fees or charge-backs payable to the Banks that are not so paid shall be entitled to priority as administrative expenses pursuant to section 503(b)(1) of the Bankruptcy Code. To the extent any of the Debtors' Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code, the Debtors shall have forty-five days (or such additional time to which the U.S. Trustee may agree) from the date of entry of the Interim Order to either bring such Bank Accounts into compliance with section 345(b) of the Bankruptcy Code or to make such other arrangements as are agreed to by the U.S. Trustee or approved by the Court; *provided*, that nothing in the foregoing shall prevent the Debtors from seeking further relief from the Court to the extent that such agreement cannot be reached within that time period (or such other period as agreed to by the Debtors and the U.S. Trustee).

4. The requirement to establish separate accounts for cash collateral and/or tax payments is hereby waived.

5. The Banks are authorized and directed to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be.

6. Subject to applicable bankruptcy or other law, any existing deposit agreements between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect.

7. The Debtors and the Banks may, without further order of the Court, agree to and implement changes to the Cash Management System and procedures related thereto in the ordinary course of business pursuant to the terms of any existing deposit agreements, including, without limitation, the closing of Bank Accounts or the opening of new bank accounts, and enter into any ancillary agreement, including deposit account control agreements, associated with the foregoing; *provided*, that the Debtors shall give notice within three days to the U.S. Trustee, counsel to the administrative agent under the Senior Secured Credit Facility, counsel to the Ad Hoc Group, and any statutory committee appointed in these chapter 11 cases of the opening of any new bank account or closing of any Bank Account or entry into any ancillary agreement; *provided, further*, that the Debtors shall open any such new bank account at banks that have executed a UDA with the U.S. Trustee or at such banks that are willing to immediately execute such agreement.

8. The relief granted in this Interim Order is extended to any new bank account opened by the Debtors in the ordinary course of business after the date hereof, which account shall be deemed a Bank Account, and to the bank at which such account is opened, which bank shall be deemed a Bank.

9. Except for checks and other debits which Debtors have instructed the Banks to dishonor by issuing “stop payment” orders to the Banks, the Banks are authorized to conclusively presume payment of such items has been authorized by the Court and, regardless of when drawn, to honor any request for a bank payment or draw on the Bank Accounts and to debit the Debtors’ accounts in the ordinary course of business without the need for further order of this Court for all checks drawn on the Debtors’ Bank Accounts.

10. Notwithstanding the Debtors’ use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

11. In the course of providing cash management services to the Debtors, each of the Banks is authorized, without further order of this Court, to deduct all applicable fees and expenses (including Bank Fees), whether arising prepetition or postpetition, from the appropriate Bank Accounts of the Debtors consistent with historical practice, and further, to charge back to the appropriate Bank Accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from wire transfers, ACH transactions, or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

12. Each Bank is authorized to debit the Debtors' accounts in the ordinary course and without further order of this Court on account of: (a) all checks drawn on the Debtors' accounts that have been cashed at such Banks' counters or exchanged for cashier's or official checks by the payees thereof prior to the Petition Date and all ACH transactions, wire and other transfers that may have been initiated but not cleared on or before the Petition Date; (b) all checks or other items deposited in one of the Debtors' accounts with such Bank prior to the Petition Date that have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as to service charges for the maintenance of the Cash Management System.

13. The Debtors are authorized to maintain the Corporate Credit Card Program and the Gas Card Program in connection with the Cash Management System, in their discretion and in the ordinary course of business, subject to the limitations of this Interim Order and any interim and final order(s) of the Court granting the Wages Motion.

14. Subject to the terms set forth herein, any bank, including the Banks, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to, on, or after the Petition Date should be honored pursuant to any order of this Court, whether or not the Banks believe the payment is authorized by an order of this Court. No bank shall be liable to the Debtors or their estates for honoring or dishonoring a prepetition or postpetition check or other item drawn on any of the Bank Accounts as a result of this Interim Order, at the direction of the Debtors, or as a result of an inadvertent mistake.

15. Any and all banks, including the Banks, are further authorized to: (a) honor the Debtors' directions with respect to the opening and closing of any Bank Account; and (b) accept

and hold the Debtors' funds in accordance with the Debtors' instructions; *provided*, that the Banks shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

16. The Debtors are authorized to enter into and engage in postpetition Intercompany Transfers (including, for the avoidance of doubt, the Intercompany Arrangements) in the ordinary course of business consistent with historical practice as and to the extent permitted under the DIP Documents (as defined in the DIP Order). Pursuant to sections 364(b) and 503(b)(1) of the Bankruptcy Code, and except as may otherwise be agreed or determined in accordance with the DIP Documents, all valid claims of any Debtor or non-Debtor against any of the Debtors arising as a result of any ordinary course postpetition Intercompany Transfers are hereby accorded administrative expense priority status, subject and junior to any DIP Superpriority Claims and 507(b) Claims (each as defined in the DIP Order). In connection therewith, the Debtors shall continue to maintain current records with respect to all transfers of cash so that all transactions, including the postpetition Intercompany Transfers, may be readily ascertained, traced, and recorded properly on applicable intercompany accounts, and the Debtors shall provide reasonable access to such records to counsel to the Ad Hoc Group.

17. Nothing contained herein shall prevent the Banks from modifying or terminating any Bank Accounts or related services in accordance with the agreements governing such Bank Accounts or services, subject to entry of a Final Order on the Motion, unless otherwise required by applicable law, rule, or regulation.

18. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

19. Nothing contained in the Motion or this Interim Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair any security interest or perfection thereof, in favor or any person or entity, that existed as of the Petition Date.

20. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Bank Fees.

21. Unless specifically provided herein, and notwithstanding any payment made or actions taken hereunder, nothing contained in the Motion or this Interim Order or any payment made pursuant to this Interim Order shall constitute, nor is it intended to constitute, an implication or admission as to the validity or priority of any claim or lien against the Debtors, a waiver of the Debtors', or any party in interest's, rights to dispute such claim or lien, a promise or requirement to pay any prepetition claim, an implication or admission that any particular claim is of a type specified or defined in the Motion or any proposed order, a waiver of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law, or the assumption or adoption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code.

22. Notwithstanding the relief granted in this Interim Order, all authorizations herein and all payments and actions pursuant hereto shall be subject to each interim and final order entered by the Court in respect of the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Claims, (III) Granting*

Adequate Protection to Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief, filed contemporaneously herewith (collectively, such interim and final orders, the “**DIP Order**”), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order or the DIP Documents (as defined in the DIP Order). To the extent there is any inconsistency between the terms of the DIP Order or the DIP Documents and the terms of this Interim Order or any action taken or proposed to be taken hereunder, the terms of the DIP Order or the DIP Documents, as applicable, shall control.

23. Bankruptcy Rule 6003(b) has been satisfied.

24. The requirements of Bankruptcy Rule 6004(a) are waived.

25. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order shall be immediately effective and enforceable upon entry of this Interim Order.

26. The requirement under Local Rule 9013-1(F) to file a memorandum of law in connection with the Motion is waived.

27. The Court retains exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Interim Order.

Dated: _____
Alexandria, Virginia

UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

/s/
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Peter J. Barrett (VA 46179)
Jeremy S. Williams (VA 77469)
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- and -

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Proposed Co-Counsel to the Debtors and Debtors in Possession

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

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

/s/

EXHIBIT B

Proposed Final Order

David S. Meyer (*pro hac vice* pending)
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Proposed Co-Counsel to the Debtors and Debtors in Possession

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

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

**FINAL ORDER
 (I) AUTHORIZING THE DEBTORS
 TO (A) MAINTAIN THE CASH MANAGEMENT
 SYSTEM, (B) CONTINUE USING EXISTING BUSINESS FORMS,
 AND (C) CONTINUE INTERCOMPANY TRANSFERS, (II) PROVIDING
 ADMINISTRATIVE EXPENSE PRIORITY STATUS FOR POSTPETITION
 INTERCOMPANY CLAIMS, AND (III) GRANTING RELATED RELIEF**

¹ Due to the large number of Debtors in these chapter 11 cases, for which joint administration has been requested, a complete list of the Debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list may be obtained on the website of the Debtors' proposed claims and noticing agent at www.kccllc.net/enviva. The location of the Debtors' corporate headquarters is: 7272 Wisconsin Avenue, Suite 1800, Bethesda, MD 20814.

Upon the Motion² filed by the above-referenced debtors and debtors in possession (collectively, the “*Debtors*”) for entry of an order (the “*Final Order*”) (a) authorizing the Debtors to (i) maintain their existing Bank Accounts and Cash Management System, (ii) continue using their existing Business Forms, (iii) pay any undisputed prepetition Bank Fees and continue to pay the Bank Fees in the ordinary course of business, and (iv) continue to engage in Intercompany Transfers in the ordinary course of business and consistent with past practices, (b) providing administrative expense priority status for postpetition payments made on account of Intercompany Transfers, and (c) granting related relief, all as more fully set forth in the Motion and in the First Day Declarations; and the Court having jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having entered the Interim Order; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors and their respective estates, creditors, and other parties in interest; and the Court having found that proper and adequate notice of the Motion and hearing thereon has been given and that no other or further notice is necessary; and the Court having found that good and sufficient cause exists for the granting of the relief requested in the Motion after having given due deliberation upon the Motion and all of the proceedings had before the Court in connection with the Motion, it is **HEREBY ORDERED THAT:**

² Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Motion.

1. The Debtors are authorized, on a final basis, to: (a) maintain their existing Bank Accounts and Cash Management System, substantially as described in the Motion and as identified on **Exhibit D** thereto; (b) continue using their existing Business Forms; (c) pay any undisputed prepetition Bank Fees and continue to pay the Bank Fees in the ordinary course of business; and (d) continue to engage in Intercompany Transfers in the ordinary course of business and consistent with past practices.

2. The Debtors are authorized, on a final basis, to: (a) continue to use, in the same names and with the same account numbers, the Bank Accounts in existence as of the Petition Date, as described in the Motion and identified on **Exhibit C** thereto, including any prepetition accounts maintained with Banks not included on the list of Depositories Authorized to Hold Bankruptcy Estate Funds, dated December 20, 2023 (the “*UST List*”); *provided*, that notwithstanding anything to the contrary in this Final Order, the Debtors shall not open any new bank account at an institution not included on the UST List without consent from the U.S. Trustee, the Required DIP Creditors, or further order of the Court; *provided, further*, that the DIP Funding Account (as defined in the DIP Documents) shall be funded, maintained and used by the Debtors solely in accordance with the terms of the DIP Order and the DIP Documents; (b) treat their Bank Accounts for all purposes as debtor-in-possession accounts; (c) collect, concentrate, deposit funds in, and withdraw and disburse funds from the Bank Accounts in accordance with the Cash Management System by all usual means, including, but not limited to, checks, wire transfers, ACH transfers and debits, electronic funds transfers, and other debits; (d) use, in their present form, all pre-printed correspondence and Business Forms (including checks and letterhead) without reference to the Debtors’ status as debtors in possession; *provided*, that once the Debtors’ supplies of pre-printed correspondence and Business Forms have been exhausted, the Debtors shall, when reordering,

require the designation “Debtor in Possession” and the corresponding bankruptcy case number on all such documents; and (e) pay the Bank Fees, irrespective of whether such fees arose prior to the Petition Date, and to otherwise perform their obligations under the documents governing the Bank Accounts. Any postpetition fees, costs, charges, and expenses, including Bank Fees or charge-backs payable to the Banks that are not so paid shall be entitled to priority as administrative expenses pursuant to section 503(b)(1) of the Bankruptcy Code.

3. The requirement to establish separate accounts for cash collateral and/or tax payments is hereby waived.

4. The Banks are authorized and directed to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be.

5. Subject to applicable bankruptcy or other law, any existing deposit agreements between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect.

6. The Debtors and the Banks may, without further order of the Court, agree to and implement changes to the Cash Management System and procedures related thereto in the ordinary course of business pursuant to the terms of any existing deposit agreements, including, without limitation, the closing of Bank Accounts or the opening of new bank accounts, and enter into any

ancillary agreement, including deposit account control agreements, associated with the foregoing; *provided*, that the Debtors shall give notice within three days to the U.S. Trustee, counsel to the administrative agent under the Senior Secured Credit Facility, counsel to the Ad Hoc Group, and any statutory committee appointed in these chapter 11 cases of the opening of any new bank account or closing of any Bank Account or entry into any ancillary agreement; *provided, further*, that the Debtors shall open any such new bank account at banks that have executed a UDA with the U.S. Trustee or at such banks that are willing to immediately execute such agreement.

7. The relief granted in this Final Order is extended to any new bank account opened by the Debtors in the ordinary course of business after the date hereof, which account shall be deemed a Bank Account, and to the bank at which such account is opened, which bank shall be deemed a Bank.

8. Except for checks and other debits which Debtors have instructed the Banks to dishonor by issuing “stop payment” orders to the Banks, the Banks are authorized to conclusively presume payment of such items has been authorized by the Court and, regardless of when drawn, to honor any request for a bank payment or draw on the Bank Accounts and to debit the Debtors’ accounts in the ordinary course of business without the need for further order of this Court for all checks drawn on the Debtors’ Bank Accounts.

9. Notwithstanding the Debtors’ use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

10. In the course of providing cash management services to the Debtors, each of the Banks is authorized, without further order of this Court, to deduct all applicable fees and expenses (including Bank Fees), whether arising prepetition or postpetition, from the appropriate

Bank Accounts of the Debtors consistent with historical practice, and further, to charge back to the appropriate Bank Accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from wire transfers, ACH transactions, or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

11. Each Bank is authorized to debit the Debtors' accounts in the ordinary course and without further order of this Court on account of: (a) all checks drawn on the Debtors' accounts that have been cashed at such Banks' counters or exchanged for cashier's or official checks by the payees thereof prior to the Petition Date and all ACH transactions, wire and other transfers that may have been initiated but not cleared on or before the Petition Date; (b) all checks or other items deposited in one of the Debtors' accounts with such Bank prior to the Petition Date that have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as to service charges for the maintenance of the Cash Management System.

12. The Debtors are authorized to maintain the Corporate Credit Card Program and the Gas Card Program in connection with the Cash Management System, in their discretion and in the ordinary course of business.

13. Subject to the terms set forth herein, any bank, including the Banks, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to, on, or after the Petition Date should be honored pursuant to any order of this Court, whether or not the Banks believe the payment is authorized by an order

of this Court. No bank shall be liable to the Debtors or their estates for honoring or dishonoring a prepetition or postpetition check or other item drawn on any of the Bank Accounts as a result of this Final Order, at the direction of the Debtors, or as a result of an inadvertent mistake.

14. Any and all banks, including the Banks, are further authorized to: (a) honor the Debtors' directions with respect to the opening and closing of any Bank Account; and (b) accept and hold the Debtors' funds in accordance with the Debtors' instructions; *provided*, that the Banks shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

15. The Debtors are authorized to enter into and engage in postpetition Intercompany Transfers (including, for the avoidance of doubt, the Intercompany Arrangements) in the ordinary course of business consistent with historical practice as and to the extent permitted under the DIP Documents (as defined in the DIP Order). Pursuant to sections 364(b) and 503(b)(1) of the Bankruptcy Code, and except as may otherwise be agreed or determined in accordance with the DIP Documents, all valid claims of any Debtor or non-Debtor against any of the Debtors arising as a result of any ordinary course postpetition Intercompany Transfers are hereby accorded administrative expense priority status, subject and junior to any DIP Superpriority Claims and 507(b) Claims (each as defined in the DIP Order). In connection therewith, the Debtors shall continue to maintain current records with respect to all transfers of cash so that all transactions, including the postpetition Intercompany Transfers, may be readily ascertained, traced, and recorded properly on applicable intercompany accounts, and the Debtors shall provide reasonable access to such records to counsel to the Ad Hoc Group.

16. Nothing contained herein shall prevent the Banks from modifying or terminating any Bank Accounts or related services in accordance with the agreements governing such accounts or services.

17. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

18. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Bank Fees.

19. Unless specifically provided herein, and notwithstanding any payment made or actions taken hereunder, nothing contained in the Motion or this Final Order or any payment made pursuant to this Final Order shall constitute, nor is it intended to constitute, an implication or admission as to the validity or priority of any claim or lien against the Debtors, a waiver of the Debtors', or any party in interest's, rights to dispute such claim or lien, a promise or requirement to pay any prepetition claim, an implication or admission that any particular claim is of a type specified or defined in the Motion or any proposed order, a waiver of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law, or the assumption or adoption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code.

20. Notwithstanding the relief granted in this Final Order, all authorizations herein and all payments and actions pursuant hereto shall be subject to each interim and final order entered by the Court in respect of the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to Prepetition Secured Parties, (IV) Modifying the Automatic Stay,*

and (V) Granting Related Relief, filed contemporaneously herewith (collectively, such interim and final orders, the “**DIP Order**”), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order or the DIP Documents (as defined in the DIP Order). To the extent there is any inconsistency between the terms of the DIP Order or the DIP Documents and the terms of this Final Order or any action taken or proposed to be taken hereunder, the terms of the DIP Order or the DIP Documents, as applicable, shall control.

21. The requirements of Bankruptcy Rule 6004(a) are waived.

22. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon entry of this Final Order. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

23. The requirement under Local Rule 9013-1(F) to file a memorandum of law in connection with the Motion is waived.

24. The Court retains exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Final Order.

Dated: _____
Alexandria, Virginia

UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

/s/
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Proposed Co-Counsel to the Debtors and Debtors in Possession

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

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

/s/

EXHIBIT C

List of Bank Accounts

EXHIBIT D

Diagram of Cash Management System