

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re

BURGESS BIOPOWER, LLC, *et al.*¹

Debtors.

Chapter 11

Case No. 24-10235 (LSS)

(Joint Administration Requested)

**APPLICATION OF DEBTORS FOR ENTRY OF AN ORDER (I) APPROVING THE
RETENTION AND APPOINTMENT OF EPIQ CORPORATE RESTRUCTURING, LLC
AS THE CLAIMS AND NOTICING AGENT TO THE DEBTORS, EFFECTIVE *NUNC
PRO TUNC* TO THE PETITION DATE, AND (II) GRANTING RELATED RELIEF**

Burgess BioPower, LLC (“Burgess”) and Berlin Station, LLC (“Berlin”), the debtors and debtors in possession in the above captioned cases (collectively, the “Debtors”), hereby apply (the “Application”), pursuant to section 156(c) of title 28 of the United States Code (the “Judicial Code”), Rule 2002-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), and the Court’s *Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)*, instituted by the Clerk on February 1, 2012 (the “Claims Agent Protocol”), for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), appointing Epiq Corporate Restructuring, LLC (“Epiq”) as claims and noticing agent (the “Claims and Noticing Agent”) in the Debtors’ chapter 11 cases effective *nunc pro tunc* to the Petition Date (as defined below). In support of the Application, the Debtors submit the *Declaration of Kate Mailloux in Support of Application of Debtors for Entry of an Order (I) Approving the Retention and Appointment of Epiq Corporate Restructuring, LLC as the Claims and Noticing Agent to the Debtors, Effective Nunc*

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number are: Burgess BioPower, LLC (0971) and Berlin Station, LLC (1913). The Debtors’ corporate headquarters are located at c/o CS Operations, Inc., 631 US Hwy 1, #300, North Palm Beach, FL 33408.

Pro Tunc to the Petition Date, and (II) Granting Related Relief (the “Mailloux Declaration”), attached hereto as **Exhibit B** and incorporated herein by reference. In further support of the Application, the Debtors respectfully represent:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Application under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b).

2. In accordance with Local Rule 9013-1(f), the Debtors consent to entry of a final order if it is determined that the Court lacks Article III jurisdiction to enter such final order or judgment absent consent of the parties. Venue of these cases and the Application in this District is proper under 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicates for the relief requested herein are Section 105(a) of Title 11 of chapter 11 of the United States Code (the “Bankruptcy Code”), 28 U.S.C. §156(c), Local Rule 2002-1(f), and the Claims Agent Protocol.

BACKGROUND

4. On the date hereof (the “Petition Date”), each of the Debtors filed a voluntary petition in this Court commencing a case for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”). The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of the Chapter 11 Cases, is set forth in detail in the *Declaration of Dean Vomero Pursuant to 28 U.S.C. § 1746 in*

Support of the Debtors' Chapter 11 Petitions and First Day Pleadings (the "First Day Declaration") and fully incorporated herein by reference.²

5. Concurrently with the filing of this Application, the Debtors have requested procedural consolidation and joint administration of the Chapter 11 Cases pursuant to rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"). The Debtors continue to manage and operate their business as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108.

RELIEF REQUESTED

6. The Debtors seek entry of the Proposed Order appointing Epiq to act as the Claims and Noticing Agent in the Debtors' Chapter 11 Cases to assume full responsibility for the distribution of notices and the maintenance, processing and docketing of proofs of claim filed in the Debtors' Chapter 11 Cases effective as of the Petition Date. The terms of Epiq's proposed retention are set forth in that certain Standard Services Agreement between Epiq and the Debtors, dated as of November 7, 2023 (the "Engagement Agreement"),³ a copy of which is attached hereto as **Exhibit C**. Notwithstanding the terms of the Engagement Agreement, the Debtors are seeking to retain Epiq solely on the terms set forth in this Application and the Proposed Order.

7. Although the Debtors have not yet filed their schedules of assets and liabilities, they anticipate that there will be in excess of seven hundred (700) entities to be noticed. Local Rule 2002-1(f) provides that "[i]n all cases with more than 200 creditors or parties in interest listed on the creditor matrix, unless the Court orders otherwise, the debtor shall file [a] motion [to retain a

² The First Day Declaration and other relevant case information are available on the following website maintained by the Debtors' proposed claims and noticing agent, Epiq: <https://dm.epiq11.com/Burgess>

³ Epiq has agreed to provide claims and noticing services to the Debtors at the rates stated on the pricing schedule attached to the Engagement Agreement. Epiq may provide such services at the same rates to counsel for any official committee appointed in these Chapter 11 Cases, and any other party in interest upon request.

claims and noticing agent] on the first day of the case or within seven (7) days thereafter.” In view of the number of anticipated claimants and the complexity of the Debtors’ businesses, the Debtors submit that the appointment of a claims and noticing agent is required by Local Rule 2002-1(f) and is otherwise in the best interests of both the Debtors’ estates and their creditors.

8. By separate application, the Debtors will seek authorization to retain and employ Epiq as administrative advisor in these Chapter 11 Cases, pursuant to section 327(a) of the Bankruptcy Code, as the administration of these Chapter 11 Cases may require Epiq to perform duties outside the scope of 28 U.S.C. § 156(c).

EPIQ’S QUALIFICATIONS AND NEED FOR EPIQ’S SERVICES

9. Epiq is one of the country’s leading chapter 11 administrators, with significant expertise in noticing, claims administration, soliciting, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has acted as the claims and noticing agent in numerous recent cases of varying size and complexity, including a number of recent cases filed in this District.⁴

10. The appointment of Epiq as the Claims and Noticing Agent in these Chapter 11 Cases will expedite the distribution of notices and the processing of claims, facilitate other

⁴ See, e.g., *In re Armstrong Flooring, Inc.*, 22-10426 (MFW) (Bankr. D. Del. May 8, 2022); *In re Gulf Coast Health Care, LLC*, Case No. 21-11336 (KBO) (Bankr. D. Del. Oct 14, 2021); *In re Alamo Drafthouse Cinemas Holdings, LLC*, Case No. 21-10474; *In re RTI Holding Company, LLC*, Case No. 20- Case 20-12456 (JTD) (Bankr. D. Del. Oct 7, 2020); *In re Town Sports International LLC*, Case No. 20-12168, (CSS) (Bankr. D. Del. Sept. 16, 2020); *In re RGNGroup Holdings, LLC*, Case No. 20-11961 (BLS) (Bankr. D. Del. Aug. 19, 2020); *In re Tonopah Solar Energy, LLC*, Case No. 20-11884 (KBO) (Bankr. D. Del. July 31, 2020); *In re Lucky Brand Dungarees, LLC*, Case No. 20-11768 (CSS) (Bankr. D. Del. July 6, 2020); *In re Advantage Holdco, Inc.*, Case No. 20-11259 (JTD) (Bankr. D. Del. May 29, 2020); *In re BroadVision, Inc.*, Case No. 20-10701 (CSS) (Bankr. D. Del. Apr. 1, 2020); *In re Earth Fare, Inc.*, Case No. 20-10256 (KBO) (Bankr. D. Del. Feb. 6, 2020); *In re Southland Royalty Company LLC*, Case No. 20-10158 (KBO) (Bankr. D. Del. Jan. 29, 2020); *In re RUI Holding Corp.*, Case No. 19-11509, (JTD) (Bankr. D. Del. Jul. 7, 2019); *In re THG Holdings LLC*, Case No. 19-11689 (JTD) (Bankr. D. Del. July 30, 2019); *In re HDR Holding, Inc.*, Case No. 19-11396 (MFW) (Bankr. D. Del. June 24, 2019); *In re Joerns WoundCo Holdings, Inc.*, Case No. 19-11401 (JTD) (Bankr. D. Del. June 24, 2019); *In re Insys Therapeutics, Inc.*, Case No. 19-11292 (KG) (Bankr. D. Del. June 10, 2019); *In re The Weinstein Company Holdings LLC*, Case No. 18-10601 (MFW) (Bankr. D. Del. Apr. 18, 2018).

administrative aspects of these Chapter 11 Cases, and relieve the Office of the Clerk of the Bankruptcy Court (the “Clerk”) of the administrative burden of processing what may be an overwhelming number of claims. The Debtors believe that the appointment of Epiq as the Claims and Noticing Agent will thus serve to maximize the value of the Debtors’ estates for all stakeholders.

SCOPE OF SERVICES PROVIDED

11. This Application pertains only to the work to be performed by Epiq under the Clerk’s delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(f). Any services to be performed by Epiq that are set forth in the Engagement Letter but outside of the scope of 28 U.S.C. § 156(c) are not covered by this Application or by any order granting approval hereof. Specifically, Epiq will perform the following tasks in its role as the Claims and Noticing Agent, as well as all quality control relating thereto (collectively, the “Claims and Noticing Services”), to the extent requested by the Debtors:

- (a) Prepare and serve required notices and documents in these Chapter 11 Cases in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules in the form and manner directed by the Debtors and/or the Court, including, if applicable, (i) notice of the commencement of these Chapter 11 Cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code (as applicable), (ii) notice of any claims bar date (as applicable), (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement and confirmation of a plan or plans of reorganization, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan or plans, and (vii) all other notices, orders, pleadings, publications, and other documents as the Debtors or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 Cases;
- (b) If applicable, maintain an official copy of the Debtors’ schedules of assets and liabilities and statement of financial affairs (collectively, the “Schedules”), listing the Debtors’ known creditors and the amounts owed thereto;

- (c) Maintain (i) a list of all potential creditors, equity holders, and other parties in interest and (ii) a “core” mailing list consisting of all parties described in Bankruptcy Rules 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update said lists and make said lists available upon request by a party in interest or the Clerk;
- (d) Furnish a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim;
- (e) Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- (f) For *all* notices, motions, orders or other pleadings or documents served, prepare and file or caused to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service which includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date served;
- (g) Process all proofs of claim received, including those received by the Clerk, check said processing for accuracy, and maintain the original proofs of claim in a secure area;
- (h) Maintain an electronic platform for purposes of filing proofs of claim;
- (i) Maintain the official claims register for the Debtors (the “Claims Register”) on behalf of the Clerk; upon the Clerk’s request, provide the Clerk with a certified, duplicate unofficial Claims Register; and specify in the Claims Register the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.), and (vi) any disposition of the claim;
- (j) Provide public access to the Claims Register, including complete proofs of claim with attachments, if any, without charge;
- (k) Implement necessary security measures to ensure the completeness and integrity of the Claims Register and the safekeeping of the original proofs of claim;
- (l) Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- (m) Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to Epiq’s offices, not less than weekly;

- (n) Upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the Claims Register for the Clerk's review (upon the Clerk's request);
- (o) Monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the Claims Register and any service or mailing lists, including to identify and eliminate duplicate names and addresses from such lists;
- (p) Identify and correct any incomplete or incorrect addresses in any mailing or service lists;
- (q) Assist in the dissemination of information to the public and respond to requests for administrative information regarding these Chapter 11 Cases as directed by the Debtors or the Court, including through the use of a case website and/or call center;
- (r) Assist the Debtors in complying with any orders entered by the Court with respect to the confidentiality of resident information;
- (s) Monitor the Court's docket in these Chapter 11 Cases and, when filings are made in error or containing errors, alert the filing party of such error and work with them to correct any such error;
- (t) If these Chapter 11 Cases are converted to chapter 7 of the Bankruptcy Code, contact the Clerk's office within three (3) days of the notice to Epiq of entry of the order converting the case;
- (u) Thirty (30) days prior to the close of these Chapter 11 Cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing Epiq as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of these Chapter 11 Cases;
- (v) Within seven (7) days of notice to Epiq of entry of an order closing these Chapter 11 Cases, provide to the Court the final version of the Claims Register as of the date immediately before the close of the Chapter 11 Cases;
- (w) Within fourteen (14) days of entry of an order dismissing a case or within twenty-eight (28) days of entry of a final decree, Epiq shall (a) forward to the Clerk an electronic version of all imaged claims, (b) upload the creditor mailing list into CM/ECF and (c) docket a Final Claims Register; and
- (x) Within the earlier to occur of (a) fourteen (14) days of entry of an order converting the Chapter 11 Cases and (b) entry of a termination order, Epiq shall (i) forward to the Clerk an electronic version of all imaged claims; (ii)

upload the creditor mailing list into CM/ECF and (iii) docket a Final Claims Register.

12. The Claims Registers shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Epiq.

PROFESSIONAL COMPENSATION

13. The Debtors are proposing to compensate Epiq for the Claims and Noticing Services set forth above in accordance with the pricing schedule attached to the Engagement Agreement. The Debtors respectfully request that the undisputed fees and expenses incurred by Epiq in the performance of the Claims and Noticing Services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to or order of the Court.

14. Epiq agrees to maintain records of all Claims and Noticing Services, including dates, categories of Claims and Noticing Services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtors, the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), counsel for the Debtors, any standing trustee appointed to these Chapter 11 Cases, and any party in interest that specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties may seek resolution of the matter from the Court.

15. Before the Petition Date, the Debtors provided Epiq a retainer in the amount of \$25,000.00. Epiq seeks to first apply the retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount of \$25,000.00 and, thereafter, to hold the retainer as

security of payment of Epiq's final invoice for services rendered and expenses incurred in performing the Claims and Noticing Services.

16. Additionally, under the terms of the Engagement Agreement, the Debtors have agreed to indemnify, defend, and hold harmless Epiq and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors, and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Epiq's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or Proposed Order. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a Claims and Noticing Agent in these Chapter 11 Cases.

EPIQ'S DISINTERESTEDNESS

17. Although the Debtors do not propose to employ Epiq under section 327 of the Bankruptcy Code pursuant to this Application (such retention will be sought by separate application), Epiq has nonetheless reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors, and, to the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Mailloux Declaration, Epiq has represented that it neither holds nor represents any interest materially adverse to the Debtors' estate in connection with any matter on which it would be employed.

15. Moreover, in connection with its retention as Claims and Noticing Agent, Epiq represents in the Mailloux Declaration, among other things, that:

- (a) Epiq is not a creditor of the Debtors;
- (b) Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases;

- (c) By accepting employment in these Chapter 11 Cases, Epiq waives any rights to receive compensation from the United States government in connection with these Chapter 11 Cases;
- (d) In its capacity as the Claims and Noticing Agent in these Chapter 11 Cases, Epiq will not be an agent of the United States and will not act on behalf of the United States;
- (e) Epiq will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these Chapter 11 Cases;
- (f) Epiq is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
- (g) In its capacity as Claims and Noticing Agent in these Chapter 11 Cases, Epiq will not intentionally misrepresent any fact to any person;
- (h) Epiq shall be under the supervision and control of the Clerk’s office with respect to the receipt and recordation of claims and claim transfers;
- (i) Epiq will comply with all requests of the Clerk’s office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) None of the services provided by Epiq as Claims and Noticing Agent in these Chapter 11 Cases shall be at the expense of the Clerk’s office.

16. In view of the foregoing, the Debtors believe that Epiq is a “disinterested person” within the meaning of Bankruptcy Code section 101(14).

17. Epiq will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

COMPLIANCE WITH CLAIMS AND NOTICING AGENT PROTOCOL

18. This Application complies with the Claims Agent Protocol and substantially conforms to the standard Application in use in this Court. In accordance with the Claims Agent Protocol, prior to the selection of Epiq as the Claims and Noticing Agent, the Debtors reviewed and compared engagement proposals from four court-approved Claims and Noticing Agents, including Epiq, to ensure selection through a competitive process. The Debtors submit, based on

all engagement proposals obtained and reviewed, that Epiq's rates, as set forth in the Engagement Letter, are competitive and reasonable given its quality of services and expertise.

19. Based on the foregoing, the Debtors submit that they have satisfied the requirements of 28 U.S.C. § 156(c), the Local Rules and the Claims Agent Protocol. Accordingly, the Debtors respectfully request entry of the Proposed Order pursuant to 28 U.S.C. § 156(c), Local Rule 2002-1(f) and the Claims Agent Protocol authorizing the Debtors to retain and employ Epiq as Claims and Noticing Agent, effective as of the Petition Date.

BASIS FOR RELIEF REQUESTED

20. This Application is made pursuant to Judicial Code section 156(c), Bankruptcy Code section 105(a), Bankruptcy Rule 2002(f), Local Rule 2002-1(f), and the Claims Agent Protocol for an Order appointing Epiq as the Claims and Noticing Agent in order to assume full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in these Chapter 11 Cases.

21. Judicial Code section 156, in relevant part, provides:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

22. Bankruptcy Code section 105, in relevant part, provides:

The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, sua sponte, taking any action or making any determination necessary or

appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

23. Local Rule 2002-1(f) provides:

Upon motion of the debtor or trustee, at any time without notice or hearing, the Court may authorize the retention of a notice and/or claims clerk under 28 U.S.C. § 156(c). In all cases with more than 200 creditors or parties in interest listed on the creditor matrix, unless the Court orders otherwise, the debtor shall file such motion on the first day of the case or within seven (7) days thereafter. The notice and/or claims clerk shall comply with the Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c) (which can be found on the Court's website) and shall perform the Claims and Noticing Services.

24. In accordance with the Claims Agent Protocol, prior to the selection of Epiq, the Debtors reviewed and compared engagement proposals from two other court-approved claims and noticing agents to ensure selection through a competitive process. The Debtors submit, based on the engagement proposals obtained and reviewed, that Epiq's rates are competitive and reasonable given its quality of services and expertise. The terms of Epiq's retention are set forth in the Engagement Agreement; provided, however, that by this Application the Debtors are seeking approval solely of the terms and provisions as set forth in this Application and the Proposed Order attached hereto as **Exhibit A**.

25. In view of the number of anticipated claimants and the complexity of the Debtors' business, the Debtors submit that the appointment of Epiq as the Claims and Noticing Agent is both necessary and in the best interests of the Debtors' estates, creditors and other parties in interest because the Debtors will be relieved of the burdens associated with the Claims and Noticing Services. Accordingly, the Debtors will be able to devote their full attention and resources to the restructuring efforts described above.

RELIEF AS OF PETITION DATE IS APPROPRIATE

26. In accordance with the Debtors' request, Epiq has agreed to serve as Claims and Noticing Agent on and after the Petition Date with assurances that the Debtors would seek approval of its employment and retention, effective as of the Petition Date, so that Epiq can be compensated for services rendered before approval of this Application. The Debtors believe that no party in interest will be prejudiced by the granting of relief as of the Petition Date as proposed in this Application, because Epiq has provided and continues to provide valuable services to the Debtors' estate during the interim period.

27. Accordingly, the Debtors respectfully request entry of the Proposed Order authorizing the Debtor to retain and employ Epiq as Claims and Noticing Agent effective as of the Petition Date.

WAIVER OF BANKRUPTCY RULE 6004(A) AND 6004(H)

28. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

NOTICE AND NO PRIOR REQUEST

29. Notice of the Application has been or will be provided to (a) the U.S. Trustee (Attn: Jane M. Leamy); (b) the holders of the twenty (20) largest unsecured claims against each Debtor; (c) counsel to Deutsche Bank Trust Company Americas in its capacity as Collateral Agent, Hogan Lovells LLP; (d) counsel to the DIP Lenders and the Senior Secured Noteholders, Greenberg Traurig, LLP; (e) Berlin Biopower Investment Fund, LLC, with a copy to Murray Plumb & Murray; (f) Greenline CDF Subfund XVIII LLC, with a copy to Kutak Rock LLP, U.S. Bancorp Community Development Corporation and Leverage Law Group, LLC; (g) Public Service of New Hampshire d/b/a Eversource Energy, with a copy to Hunton Andrews Kurth LLP; (h) the United

States Attorney's Office for the District of Delaware; (i) the United States Attorney's Office for the District of New Hampshire; (j) the United States Environmental Protection Agency; (k) the Nuclear Regulatory Commission; (l) the United States Department of Energy; (m) the Federal Energy Regulatory Commission; (n) New Hampshire Department of Environmental Services; (o) New Hampshire Public Utilities Commission; (p) New Hampshire Site Evaluation Committee; (q) New Hampshire Department of Energy; (r) City of Berlin; (s) ISO New England, Inc.; (t) the United States Securities and Exchange Commission; (u) the Internal Revenue Service; (v) Epiq ; and (w) any party that has requested notice pursuant to Bankruptcy Rule 2002. Notice of this Application and any order entered hereon will be served in accordance with Local Rule 9013-1(m). In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

30. No prior request for the relief sought in this Application has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order substantially in the form attached hereto as **Exhibit A** granting the relief requested in the Application and such other and further relief as may be just and proper.

Dated: February 9, 2024

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*Proposed Co-Counsel for Debtors Burgess
BioPower, LLC and Berlin Station, LLC*

EXHIBIT A

(Proposed Order)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re

BURGESS BIOPOWER, LLC, *et al.*¹

Debtors.

Chapter 11

Case No. 24-10235 (LSS)

(Joint Administration Requested)

**ORDER (I) APPROVING THE RETENTION OF EPIQ CORPORATE
RESTRUCTURING, LLC AS THE CLAIMS AND NOTICING AGENT TO THE
DEBTORS, EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE,
AND (II) GRANTING RELATED RELIEF**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (the “Debtors”) for entry of an order (this “Order”) approving the retention and appointment of Epiq Corporate Restructuring, LLC (“Epiq”) as the Claims and Noticing Agent for the Debtors in the Chapter 11 Cases, effective *nunc pro tunc* to the Petition Date, under 28 U.S.C. Section 156(c), Bankruptcy Code Section 105(a), Bankruptcy Rule 2002(f), Local Rule 2002-1(f), and the Court’s Claims Agent Protocol, to, among other things, (a) distribute required notices to parties in interest, (b) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Debtors’ cases, (c) provide such other administrative services as required by the Debtors that would fall within the purview of services to be provided by the Clerk’s office, all as more fully set forth in the Application, and (d) granting related relief, all as more fully set forth in the Application; and upon the First Day Declaration; and upon the Mailloux Declaration; and the Court being authorized under 28 U.S.C. §156(c) to utilize, at the Debtors’ expense, outside agents and

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number are: Burgess BioPower, LLC (0971) and Berlin Station, LLC (1913). The Debtors’ corporate headquarters are located at c/o CS Operations, Inc., 631 US Hwy 1, #300, North Palm Beach, FL 33408.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and this Court being satisfied that Epiq has the capability and experience to provide such services and that Epiq does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and this Court having jurisdiction over this matter pursuant to Judicial Code sections 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. §157(b)(2), and that the Debtors consent to the entry of a final order under Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to Judicial Code sections 1408 and 1409; and this Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Application is granted as set forth herein.
2. Notwithstanding the terms of the Engagement Agreement attached as Exhibit C to the Application, the Application is approved solely as set forth in this Order and solely with respect

to the “Claims Management” and “Noticing” services set forth in the Services Schedule attached to the Engagement Agreement.

3. The Debtors are authorized to retain and employ Epiq as Claims and Noticing Agent, effective *nunc pro tunc* to the Petition Date, under the terms of the Engagement Agreement, and Epiq is authorized and directed to perform noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in the Chapter 11 Cases, and all related tasks, all as described in the Application (the “Claims and Noticing Services”).

4. Epiq shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in the Chapter 11 Cases and is authorized and directed to maintain the Claims Registers for each of the Debtors, to provide public access to every proof of claim unless otherwise ordered by the Court, and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

5. Epiq is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

6. Epiq is authorized to take such other actions as required to comply with the specific duties set forth in paragraph 11 of the Application which have been authorized pursuant to this Order.

7. Epiq shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

8. Without further order of this Court, the Debtors are authorized to compensate Epiq for the Claims and Noticing Services in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Epiq and the rates charged for each, and to reimburse Epiq for all reasonable and necessary expenses it may

incur, upon the presentation of appropriate documentation, without the need for Epiq to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

9. Epiq shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices via electronic mail on the Debtors, counsel for the U.S. Trustee, counsel for the Debtors, counsel for the Senior Secured Noteholders, counsel for any statutory committee and any party in interest that specifically requests service of the monthly invoices.

10. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Engagement Agreement or monthly invoices; provided that the parties may seek resolution of the matter from the Court if resolution is not achieved.

11. Pursuant to Bankruptcy Code section 503(b)(1)(A), the allowed fees and expenses of Epiq under this Order shall be an administrative expense of the Debtors' estates.

12. Epiq may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount of \$25,000.00, and thereafter, Epiq may hold its retainer under the Engagement Agreement during the Chapter 11 Cases as security for the payment of Epiq's final invoice for services rendered and expenses incurred under the Engagement Agreement.

13. The Debtors shall indemnify Epiq and each other Indemnified Person, as that term is defined in the Engagement Agreement (collectively, the "Indemnified Persons") under the terms of the Engagement Agreement, subject to the following modifications:

- a. The Indemnified Persons shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the Claims and Noticing Services provided under the

Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court;

- b. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Indemnified Persons, or provide contribution or reimbursement to Indemnified Persons, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Indemnified Person's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Indemnified Person's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to applicable law, or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Claims and Noticing Agent should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order;
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing this chapter 11 case, an Indemnified Person believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including without limitation the advancement of defense costs, the Indemnified Person or Epiq must file an application therefor in this Court, and the Debtors may not pay any such amounts to such Indemnified Person before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Indemnified Person for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify the Indemnified Persons. All parties in interest shall retain the right to object to any demand by any Indemnified Person for indemnification, contribution, or reimbursement.

14. Notwithstanding anything to the contrary, Section 8 of the Engagement Agreement regarding limitation of liability shall be given no effect during the Chapter 11 Cases.

15. In the event Epiq is unable to provide the Claims and Noticing Services, Epiq shall immediately notify the Clerk and the Debtors' counsel and cause all original proofs of claim and computer information to be turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' counsel,

16. The Debtors may submit a separate retention application, pursuant to section 327 of the Bankruptcy Code and/or any applicable law, for services that are to be performed by Epiq but are not specifically authorized by this Order.

17. Epiq shall not cease providing Claims and Noticing Services during the Chapter 11 Cases for any reason, including nonpayment, without an order of the Court.

18. In the event of any inconsistency between the Engagement Agreement, the Application, and this Order, this Order shall govern.

19. The Debtors and Epiq are authorized to take all action necessary to effectuate the relief granted in this Order.

20. After entry of an order terminating Epiq's services as the Claims and Noticing Agent, upon the closing of the Chapter 11 Cases, or for any other reason, Epiq shall be responsible for (a) forwarding to the Clerk an electronic version of all imaged claims, (b) uploading the creditor mailing lists into CM/ECF, and (c) docketing a final Claims Register.

21. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

22. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

31. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Final Order.

EXHIBIT B

(Mailloux Declaration)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re

BURGESS BIOPOWER, LLC, *et al.*¹

Debtors.

Chapter 11

Case No. 24-10235 (LSS)

(Joint Administration Requested)

**DECLARATION OF KATE MAILLOUX IN SUPPORT OF DEBTORS' APPLICATION
FOR ENTRY OF AN ORDER (I) APPROVING THE RETENTION AND
APPOINTMENT OF EPIQ CORPORATE RESTRUCTURING, LLC AS THE CLAIMS
AND NOTICING AGENT TO THE DEBTORS, EFFECTIVE *NUNC PRO TUNC* TO
THE PETITION DATE, AND (II) GRANTING RELATED RELIEF**

I, Kate Mailloux, being duly sworn, state the following under penalty of perjury and that the following is true to the best of my knowledge, information and belief:

1. I am a Senior Director with Epiq Corporate Restructuring, LLC (“Epiq”), with offices located at 777 3rd Ave., 12th Floor, New York, NY 10017. I am authorized to submit this declaration (this “Declaration”) in support of the *Application of the Debtors for Entry of Order (I) Appointing the Retention and Appointment of Epiq Corporate Restructuring, LLC as the Claims and Noticing Agent to the Debtors, Effective Nunc Pro Tunc to the Petition Date, and (II) Granting Related Relief* (the “Application”).² Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number are: Burgess BioPower, LLC (0971) and Berlin Station, LLC (1913). The Debtors’ corporate headquarters are located at c/o CS Operations, Inc., 631 US Hwy 1, #300, North Palm Beach, FL 33408.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

2. Epiq is one of the country's leading chapter 11 administrators, with significant expertise in noticing, claims administration, soliciting, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has acted as the claims and noticing agent in numerous recent cases of varying size and complexity, including the following recent cases filed in this District: *In re Armstrong Flooring, Inc.*, 22-10426 (MFW) (Bankr. D. Del. May 8, 2022); *In re Gulf Coast Health Care, LLC*, Case No. 21-11336 (KBO) (Bankr. D. Del. Oct 14, 2021); *In re Alamo Drafthouse Cinemas Holdings, LLC*, Case No. 21-10474; *In re RTI Holding Company, LLC*, Case No. 20- Case 20-12456 (JTD) (Bankr. D. Del. Oct 7, 2020); *In re Town Sports International LLC*, Case No. 20-12168, (CSS) (Bankr. D. Del. Sept. 16, 2020); *In re RGNGroup Holdings, LLC*, Case No. 20-11961 (BLS) (Bankr. D. Del. Aug. 19, 2020); *In re Tonopah Solar Energy, LLC*, Case No. 20-11884 (KBO) (Bankr. D. Del. July 31, 2020); *In re Lucky Brand Dungarees, LLC*, Case No. 20-11768 (CSS) (Bankr. D. Del. July 6, 2020); *In re Advantage Holdco, Inc.*, Case No. 20-11259 (JTD) (Bankr. D. Del. May 29, 2020); *In re BroadVision, Inc.*, Case No. 20-10701 (CSS) (Bankr. D. Del. Apr. 1, 2020); *In re Earth Fare, Inc.*, Case No. 20-10256 (KBO) (Bankr. D. Del. Feb. 6, 2020); *In re Southland Royalty Company LLC*, Case No. 20-10158 (KBO) (Bankr. D. Del. Jan. 29, 2020); *In re RUI Holding Corp.*, Case No. 19-11509, (JTD) (Bankr. D. Del. July 7, 2019); *In re THG Holdings LLC*, Case No. 19-11689 (JTD) (Bankr. D. Del. Jul 30, 2019); *In re HDR Holding, Inc.*, Case No. 19-11396 (MFW) (Bankr. D. Del. June 24, 2019); *In re Joerns WoundCo Holdings, Inc.*, Case No. 19-11401 (JTD) (Bankr. D. Del. June 24, 2019); *In re Insys Therapeutics, Inc.*, Case No. 19-11292 (KG) (Bankr. D. Del. June 10, 2019); *In re The Weinstein Company Holdings LLC*, Case No. 18-10601 (MFW) (Bankr. D. Del. Apr. 18, 2018).

3. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Epiq will perform, at the request of the Office of the Clerk of the Bankruptcy Court (the “Clerk”), the services specified in the Application and the Engagement Agreement. In addition, at the Debtors’ request, Epiq will perform such other claims and noticing services specified in the Application. For the avoidance of doubt, pursuant to the Engagement Agreement, Epiq will perform the Claims and Noticing Services for the Debtors in these Chapter 11 Cases.

4. Subject to Court approval, the Debtors have agreed to compensate Epiq for professional services rendered pursuant to 28 U.S.C. § 156(c) in connection with these Chapter 11 Cases according to the terms and conditions of the Engagement Agreement. Payments are to be based upon the submission of a billing statement by Epiq to the Debtors after the end of each calendar month which includes a detailed listing of services and expenses. Epiq has received a \$25,000.00 retainer from the Debtors and will first apply the retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount of \$25,000.00 and, thereafter, to hold the retainer as security of payment of Epiq’s final invoice for services rendered and expenses incurred in performing the Claims and Noticing Services.

5. Epiq represents, among other things, the following:

- (a) Epiq is not a creditor of the Debtors;
- (b) Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases;
- (c) By accepting employment in these Chapter 11 Cases, Epiq waives any rights to receive compensation from the United States government in connection with these Chapter 11 Cases;
- (d) In its capacity as the Claims and Noticing Agent in these Chapter 11 Cases, Epiq will not be an agent of the United States and will not act on behalf of the United States;

- (e) Epiq will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these Chapter 11 Cases;
- (f) Epiq is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
- (g) In its capacity as Claims and Noticing Agent in these Chapter 11 Cases, Epiq will not intentionally misrepresent any fact to any person;
- (h) Epiq shall be under the supervision and control of the Clerk’s office with respect to the receipt and recordation of claims and claim transfers;
- (i) Epiq will comply with all requests of the Clerk’s office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) None of the services provided by Epiq as Claims and Noticing Agent in these Chapter 11 Cases shall be at the expense of the Clerk’s office.

6. Although the Debtors do not propose to retain Epiq under section 327 of the Bankruptcy Code pursuant to the Application (such retention will be sought by separate application), I caused to be submitted for review by our conflicts system the names of identified potential parties in interest (the “Potential Parties in Interest”) in these Chapter 11 Cases. The list of Potential Parties in Interest was provided by the Debtors and is attached hereto as Schedule 1. Epiq is not aware of any relationship that would present a disqualifying conflict of interest. To the extent that Epiq’s conflicts check has revealed that certain Potential Parties in Interest were current or former clients of Epiq within the past three years, these parties have been identified on a list annexed hereto as Schedule 2 (the “Client Match List”). However, given Epiq’s neutral position as claims and noticing agent or administrative advisor for any parties listed on the Client Match List, Epiq does not view such relationships as real or potential conflicts. Further, to the best of my knowledge, any such relationship between Epiq and any parties on the Client Match List is completely unrelated to the Debtors and these Chapter 11 Cases.

7. In addition, to the best of my knowledge, none of Epiq's employees are related to bankruptcy judges in the District of Delaware, the United States Trustee for Region 3, any attorney known by Epiq to be employed in the Office of the United States Trustee serving the District of Delaware or are equity security holders of the Debtors.

8. To the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Epiq, nor any of its professionals, has any materially adverse connection to the Debtors, its creditors or other relevant parties. Epiq may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Epiq serves or has served in a neutral capacity as claims and noticing agent and/or administrative advisor for other chapter 11 debtors.

9. Epiq is a wholly owned subsidiary of Epiq Systems, Inc., which is a corporate parent to certain companies that provide integrated technology products and services to the legal profession for electronic discovery, class action settlements, financial transactions, chapter 7 and 13 bankruptcy, litigation, and regulatory compliance. Given the legal and operational separateness of Epiq from its affiliates and the administrative nature of the services performed by such companies, Epiq does not believe that a conflict would arise solely from any relationship or claim of an Epiq affiliate or its corporate parent.

10. Epiq Systems, Inc., is a wholly owned subsidiary of Document Technologies, LLC ("DTI"), a global legal process outsourcing company, which is an ultimate wholly owned subsidiary of DTI Topco, Inc. ("DTI Topco"). DTI Topco is a privately-held entity with majority ownership held by OMERS Administration Corporation ("OAC"), the administrator of the OMERS pension funds, and managed by OMERS Private Equity Inc. ("OPE"), which together with

OAC are referred to as “OMERS”), and funds managed by Harvest Partners, LP, (“Harvest”) a leading private equity investment firm.

11. Neither OMERS nor Harvest are currently identified on the Potential Parties in Interest list. However, the following disclosure is made out of an abundance of caution and in an effort to comply with the Bankruptcy Code and Bankruptcy Rules.

12. Designees of OMERS and Harvest are members of the Board of Directors of DTI Topco (“Parent Board Designees”). No designees of OMERS or Harvest are members of the Board of Directors of DTI or Epiq, or any other subsidiaries of DTI. Further, Epiq has the following restrictions in place (collectively, the “Barrier”): (i) prior to the Debtors commencing these cases, Epiq did not share the names or any other information identifying the Debtors with OMERS, Harvest, or the Parent Board Designees; (ii) Epiq has not and will not furnish any material nonpublic information about the Debtors to DTI, DTI Topco, OMERS, Harvest, or the Parent Board Designees; (iii) no DTI, DTI Topco, OMERS or Harvest personnel, including the Parent Board Designees, work on Epiq client matters or have access to Epiq client information, client files, or client personnel; (iv) no DTI, DTI Topco, OMERS or Harvest personnel, including the Parent Board Designees, work in Epiq’s offices; (v) other than the Parent Board Designees, Epiq operates independently from DTI, DTI Topco, OMERS and Harvest, including that it does not share any employees, officers or other management with OMERS or Harvest, has separate offices in separate buildings, and has separate IT systems; and (vi) no Epiq executive or employee is a director, officer or employee of OMERS or Harvest (or vice versa other than the Parent Board Designees).

13. Epiq has searched the names of DTI, DTI Topco, OMERS and Harvest against the Debtors and the Potential Parties in Interest list provided by the Debtors. Based solely on the

foregoing search, Epiq has determined, to the best of its knowledge, that there are no connections. Because of any applicable securities laws and the fact that Epiq operates independently from DTI, DTI Topco, OMERS and Harvest, prior to the Petition Date, Epiq was unable to further investigate with either OMERS or Harvest, to the extent necessary, any potential or actual connection between either OMERS or Harvest and the Debtors and the potential parties in interest.

14. Epiq has working relationships with certain of the professionals retained by the Debtors and other parties herein but such relationships are completely unrelated to these Chapter 11 Cases. Epiq has represented, and will continue to represent, clients in matters unrelated to these Chapter 11 Cases, and has had, and will continue to have, relationships in the ordinary course of its business with certain professionals in connection with matters unrelated to this Chapter 11 Cases.

15. Epiq has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, this Chapter 11 Cases. If Epiq's proposed retention is approved by this Court, Epiq will not accept any engagement or perform any service for any entity or person other than the Debtors in these Chapter 11 Cases.

16. Based on the foregoing, I believe Epiq is a "disinterested person" as that term is referenced in section 327(a) of the Bankruptcy Code and as defined in section 101(14) of the Bankruptcy Code. Moreover, to the best of my knowledge, neither Epiq nor any of its partners or employees hold or represent any interest materially adverse to the Debtors' estate with respect to any matter upon which Epiq is to be engaged.

17. Neither Epiq nor its affiliates are party to any agreements where it/they receive(s) consideration in exchange for transferring information derived from its role as a claims agent under 28 U.S.C. § 156(c) to non-client third parties.

18. I am generally familiar with the Bankruptcy Code and the Bankruptcy Rules, and Epiq will comply with them, subject to the Orders of this Court.

In accordance with 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge and belief.

Dated: February 9, 2024
New York, New York

/s/ Kate Mailloux

Kate Mailloux
Senior Director
Epiq Corporate Restructuring, LLC

SCHEDULE 1

PARTIES IN INTEREST

DEBTORS

BURGESS BIOPOWER, LLC
BERLIN STATION, LLC

**BANKRUPTCY JUDGES FOR THE DISTRICT
OF DELAWARE**

CHIEF JUDGE LAURIE SELBER SILVERSTEIN
JUDGE ASHELY M. CHAN
JUDGE BRENDAN L. SHANNON
JUDGE CRAIG T. GOLDBLATT
JUDGE J. KATE STICKLES
JUDGE JOHN T. DORSEY
JUDGE KAREN B. OWENS
JUDGE MARY F. WALRATH
JUDGE THOMAS M. HORAN

**OFFICE OF THE UNITED STATES TRUSTEE,
REGION 3, DISTRICT OF DELAWARE**

ANGELIQUE OKITA
BENJAMIN HACKMAN
CHRISTINE GREEN
DAVID BUCHBINDER
DENIS COOKE
DIANE GIORDANO
DION WYNN
EDITH A. SERRANO
HANNAH M. MCCOLLUM
HOLLY DICE
JAMES R. O'MALLEY
JANE LEAMY
JOSEPH CUDIA
JOSEPH MCMAHON
JULIET SARKESSIAN
KAREN STARR
LAUREN ATTIX
LINDA CASEY
LINDA RICHENDERFER
MICHAEL PANACIO
NYANQUOI JONES
RAMONA HARRIS
RICHARD SCHEPACARTER
ROSA SIERRA
SHAKIMA L. DORTCH
T. PATRICK TINKER
TIMOTHY J. FOX, JR.

DIRECT AND INDIRECT PARENT ENTITIES

ACEK BIOMASS ENERGY, S.L.
ANTONIO BIANCO
BBP 2, LLC
BENJAMIN HANCOCK

BERLIN PROJECT HOLDINGS, INC.
CARRIE TILLMAN
CHRISTOPHER CHALOT
CSC GROUP HOLDINGS, LLC
EDWARD J. DWYER
EMILIO LUIS LOPEZ CARMONA
GBI NEW HAMPSHIRE I, LLC
JEAN R. HALLE
JENIS INVESTMENT COMPANY, LLC
JOHN HEBERT
KRISTINE EPPES
NEWCO BLOCKER I, INC.
PAMELA A. JASINSKI
SEG BERLIN MASTER INC.
VICTORIA NOVACK

CS OPERATIONS INC. COUNSEL

MURRAY PLUMB & MURRAY

NONDEBTOR AFFILIATES COUNSEL

WARD DAMON

BANK

M&T BANK
M&T BANK CORPORATION

CORE

OFFICE OF GENERAL COUNSEL 2310A
U.S. NUCLEAR REGULATORY COMMISSION
DELAWARE SECRETARY OF STATE
DELAWARE STATE TREASURY
HOGAN LOVELLS LLP
INTERNAL REVENUE SERVICE
OFFICE OF THE UNITED STATES TRUSTEE
PUBLIC SERVICE COMPANY OF NEW
HAMPSHIRE
SECURITIES & EXCHANGE COMMISSION
U.S. DEPARTMENT OF ENERGY

CUSTOMER

3DEGREES GROUP, INC.
ACT COMMODITIES, INC
BIOURJA NEHME COMMODITIES, LLC
CALPINE ENERGY SOLUTIONS, LLC
CHAMPION ENERGY SERVICES LLC
CONSTELLATION ENERGY GENERATION,
LLC
CP ENERGY MARKETING (US), INC
CS BERLIN OPS, RENT

DISCOUNT ENERGY INC.
DISCOUNT POWER INC
DTE ENERGY TRADING, INC
DYNEGY MARKETING AND TRADE, LLC
EVERSOURCE
FIRST POINT POWER, LLC - NY
FIRST POINT POWER, LLC - RI
IDT ENERGY, INC.
NEXTERA ENERGY MARKETING, LLC
NRG POWER MARKETING, LLC
SKYVIEW FINANCE COMPANY, LLC
SOL SYSTEMS, LLC
UNITIL ENERGY SYSTEMS, INC

GOVERNMENT

CENTERS FOR DISEASE CONT. &
PREVENTION
EPA - REGION 1
EPA - REGION 10
EPA - REGION 2
EPA - REGION 3
EPA - REGION 4
EPA - REGION 5
EPA - REGION 6
EPA - REGION 7
EPA - REGION 8
EPA - REGION 9
GENERATOR INTERCONNECTIONS
INTERNAL REVENUE SERVICE LOCAL
OFFICE
N.H. OFFICE OF ATTORNEY GENERAL
NEW HAMPSHIRE DEPT OF
NEW HAMSHIRE INSURANCE DEPARTMENT
NHDES LAND RESOURCES MANAGEMENT
NHDES, AIR RESOURCES DIVISION
OFFICE OF SEC. OF STATE OF N.H.
SOCIETY FOR CORPORATE GOVERNANCE
STATE OF NEW HAMPSHIRE ATTORNEY
GENERAL
STATE OF NEW HAMPSHIRE TREASURY
U.S. DEPT HEALTH & HUMAN SERVICES
U.S. DEPT OF STATE
U.S. CUSTOMS AND BORDER PROTECTION
U.S. DEPARTMENT OF JUSTICE
U.S. ENVIRONMENTAL PROTECTION AGENCY
UNITED STATES TREASURY
US DEPARTMENT OF LABOR

INSURANCE

AON RISK SERVICES SOUTH, INC.
FIRST INSURANCE FUNDING CORP
IPFS CORP
LIBERTY MUTUAL INSURANCE - BBP
RISK PLACEMENT SERVICES, INC.

INTERCOMPANY

CATE STREET CAPITAL, INC.
CS BERLIN OPS - MANAGEMENT FEES
CS BERLIN OPS - MEDICAL REIMBURSEMENT
CS BERLIN OPS - PAYROLL

INTERCONNECTING TRANSMISSION

OWNER

NORTHEAST UTILITIES SERVICE COMPANY

INVESTMENT BANKER

SSG CAPITAL ADVISORS, LLC

INVESTOR

RICHARDS, DONALD
SHEIBLEY, PHILLIP

LENDERS

ATHENE ANNUITY AND LIFE CO
ATHENE ANNUITY AND LIFE CO (F1)
BERLIN BIOPOWER INVESTMENT FUND, LLC
GREENLINE CDF SUBFUND XVIII
PACIFIC LIFE & ANNUITY CO 1302
PACIFIC LIFE & ANNUITY CO 6102
PRUCO LIFE INS CO.
PRUDENTIAL INS OF AMERICA
PRUDENTIAL LIFE - MANAGED PORTFOLIO
PRUDENTIAL RETIREMENT (PRIAC)

LICENSES / PERMITS / SUBS&DUES

ANDROSCOGGIN VALLEY CHAMBER OF
COMMERCE
AVH
BERLIN MAIN STREET PROGRAM
CITY OF PORTSMOUTH TAX OFFICE
CONWAY DAILY SUN
CSC
FITCH RATINGS, INC.
LUMINANT GENERATION COMPANY LLC
NH TIMBERLAND OWNERS ASSOCIATION
NORTH COUNTRY MENS LEAGUE
STILWELL & ASSOCIATES OF THE USA, INC.
TRANS AMERICA HYDRO SEEDING INC.
TREASURER STATE OF NEW HAMPSHIRE

PROFESSIONAL

MARCUM LLP
NOVOGRADAC & COMPANY LLP

SECURED-UCC LIEN

BERLIN STATION LLC
CATERPILLAR FINANCIAL SERVICES CORP
DAHAR, TRUSTEE AND DESROSIERS

SENIOR LENDERS

AVIVA LIFE AND ANNUITY COMPANY
PACIFIC LIFE & ANNUITY COMPANY
PACIFIC LIFE INSURANCE COMPANY
PRUCO LIFE INSURANCE COMPANY
PRUDENTIAL RETIREMENT INSUR &
ANNUITY CO
SEG BERLIN 1603, L.L.C.
THE PRUDENTIAL INSURANCE CO OF
AMERICA

SENIOR LENDERS COUNSEL

BERNSTEIN SHUR
GREENBERG TRAURIG

SENIOR LENDERS FINANCIAL ADVISORS

FTI CONSULTING

TAXING AUTHORITY

CITY OF BERLIN TAX COLLECTOR
EVERSOURCE TAX BILL 1528
NEW HAMPSHIRE DEPT OF REVENUE ADMIN
NORTH CAROLINA DEPT OF REVENUE
STATE OF NEW HAMPSHIRE
STATE OF NH
WYOMING DEPT OF REVENUE

UTILITIES

2 WAY COMMUNICATIONS SERVICE, INC.
AC ELECTRIC CORP
AMERICAN TELESIS
BARREIRA CLEANING SERVICE, LLP
BERLIN WATER WORKS
BMC GROUP VDR, LLC
CITY OF BERLIN - PUBLIC WORKS
CITY OF BERLIN - SEWER
CITY OF BERLIN CODE ENFORCEMENT
CLEAN HARBORS ENV SERVICES INC.
CMMS DATA GROUP INC
CONSOLIDATED COMMUNICATIONS
(FAIRPOINT)
CREATIVE INFORMATION SYSTEMS, INC.
EVERSOURCE - 0396 - LARGE POWER
EVERSOURCE - 0414 - ISO NE
EVERSOURCE - 6022
EVERSOURCE - 6052
EVERSOURCE - 7081
EVERSOURCE- 5050
EVERSOURCE 6036 TRANS
EVERSOURCE- 6096
EVERSOURCE- 7046
EVERSOURCE- 7088
EVERSOURCE- 7093
FLYLIGHT MEDIA
IRVING ENERGY DISTRIBUTION AND
MARKETING

MILAN CONTAINER COMPANY
PREMIERE GLOBAL SERVICES
SIMPLY COMPUTING INTERNATIONAL INC.
SMS CLOUD SERVICES, LLC
SPECTRUM BUSINESS INTERNET
SUBURBAN PROPANE
US CELLULAR
WHITE MOUNTAIN WIRELESS

VENDOR

ABB INC.
ABSOLUTE RESOURCE ASSOCIATES LLC
ACCESS CONSTRUCTION EQUIPMENT
ACV ENVIRO
AD CONSTRUCTION LLC
ADVANCED FLUID SYSTEMS
ADVANCED TURBINE SUPPORT LLC
AEROFIN HEAT TRANSFER PRODUCTS
AESI-US, INC.
AETHER DBS, LLC
AIR MONITOR CORPORATION
AIRGAS USA, LLC
ALDATA SOFTWARE MANAGEMENT INC.
ALEXANDERS MECHANICAL SOLUTIONS
ALLIANT INSURANCE SERVICES INC.
ALTA CONSTRUCTION EQUIPMENT NEW
ENGLAND
ALVAREZ & MARSAL NORTH AMERICA, LLC
ALVIN J. COLMAN & SONS, INC.
AMEREX BROKERS, LLC - EMISSIONS
AMERICAN CRANE CO. LLC
AMERICAN LOGGERS FIRE SUPPRESSION,
LLC
AMERICARB INC. FKA IMERY'S CLAYS, INC.
AMETEK SOLIDSTATE CONTROLS
ANDROSCOGGIN ELECTRIC
ANDROSCOGGIN VALLEY HOSPITAL, INC
APOLLO INDUSTRIES
APPLIED BUSINESS STRATEGY, LLC
AQUAPHOENIX SCIENTIFIC, LLC
ATLANTIC PUMP & ENGINEERING
AUBUCHON HARDWARE
AVANTECH INC.
AVRRDD MT CARBERRY
B & B AUTO AND TRUCK SUPPLY
B.I.D. CANADA LTD
BABCOCK & WILCOX COMANY
BABCOCK & WILCOX COMPANY INC.
BANCROFT CONTRACTING CORPORATION,
INC
BEATTIE ENTERPRISES, INC.
BEELMAN LOGISTICS LLC
BERLIN BAMBINO LEAGUE
BERLIN CITY AUTO GROUP
BERLIN GORHAM CAL RIPKEN LEAGUE
BERLIN INSULATION COMPANY, LLC

BERLIN POLICE DEPARTMENT
BERLIN PUBLIC SCHOOLS
BERNSTEIN, SHUR, SAWYER & NELSON, P.A.
BETE FOG NOZZLE, INC.
BGC GROUP
BIANCO PROFESSIONAL ASSOCIATION
BLACK & VEATCH MGMT CONSULTING, LLC
BLENDER PRODUCTS, INC.
BOBS OVERHEAD DOOR CO., INC.
BOILER TUBE COMPANY OF AMERICA
BORDEWIEK ENGINEERING SALES COMPANY
BOSTON CHIMNEY & TOWER
BROCK SERVICES, LLC
C.D.S. PORTABLE TOILETS
C.N. BROWN COMPANY
CAL CHECK LLC
CAPITOL ALARM SYSTEMS, INC.
CARON BUILDING CENTER INC.
CASCADE MACHINERY VIBRATION SOLUTIONS
CATERPILLAR GLOBAL SERVICES, LLC
CDI METERS, INC
CEMTEK ENVIRONMENTAL, INC.
CENTRAL ASPHALT PAVING CO., LLC
CERAM USA, INC
CHADBOURNE & PARKE, LLP
CHADWICK-BAROSS INC.
CHALMERS & KUBECK NORTH
CHAPMAN SCRAP METAL RECYCLING
CHAS G. ALLEN INC.
CHRISTY MINERALS LLC
CINTAS CORPORATION
CINTAS FIRST AID & SAFETY
CITY OF BERLIN FIRE DEPARTMENT
CLARAGE
CLASSIC AUTOMATION LLC
CLEAN ENERGY NH
CLEVELAND WIRE CLOTH & MFG. CO.
COGENCY GLOBAL INC.
COLBY COMPANY ENGINEERING
COLEMAN CONCRETE INC.
COLUMBIA WEATHER SYSTEMS, INC.
CONTINENTAL CONVEYOR & MACHINE WORKS LTD
CONVAL, INC.
COOK LITTLE ROSENBLATT & MANSON PLLC
CPI CONTROLS INC
CREDENCE CORP
CROSS MACHINE INC.
D.L. THURROTT AIR PRODUCTS, INC.
DARRYL BENNETT PLUM & HEATING CONTRACTOR
DAYMARK ENERGY ADVISORS, INC.
DEAN & ALLYN INC.
DELTA DUCON, LLC.
DELTA MEASUREMENT & CONTROL CORP

DENNISON LUBRICANTS INC.
DETROIT STOKER COMPANY, LLC
DIAMOND THERMAL SYSTEMS INC
DIAMOND TURF, INC
DIESELWORKS, LLC
DIVERSIFIED PUMP AND COMPRESSOR, INC.
DJS AUTO GLASS, LLC
DONOVAN EQUIPMENT CO INC
DOOLEY GASKET AND SEAL, INC.
E & R WEARTECH, INC.
EAST COAST FILTER, INC.
EASTERN ANALYTICAL, INC.
ECLIPSE TINT
EFFOX - FLEXTOR
EJCON CORPORATION
ELECTRICAL INSTALLATIONS, INC.
EMERSON PROCESS MANAGEMENT LLLP
ENDRESS HAUSER
ENERGY RESOURCES GROUP, INC
ENERSYS, INC.
ENVIRONEX, INC
EPICOR, INCORPORATED
EPIQ CORPORATE RESTRUCTURING LLC
EPM POWER & WATER SOLUTIONS INC.
ERIEZ MANUFACTURING CO, INC.
ES BOULOS COMPANY
EUCl
EVERETT J. PRESCOTT, INC.
F&M MAFCO INC.
FARNHAMS SCALE SYSTEMS
FASTCO FABRICATION INC
FASTENAL COMPANY
FEDERAL EXPRESS
FERGUSON ENTERPRISES, LLC
FIREHOSEDIRECT.COM
FITCH FUEL COMPANY, INC.
FLOWSERVE US INC
FOREST 2 MARKET
FOX & DOLE TECHNICAL SALES
FREDERICKSEAL INC.
FTI CONSULTING, INC
FUJI ELECTRIC CORP. OF AMERICA
FW WEBB COMPANY
GENERAL ALUM NEW ENGLAND CORP.
GENERAL KINEMATICS CORP
GENERAL RUBBER CORPORATION
GENESYS TECHNOLOGIES, LLC
GESTAMP BIOMASS SOLUTIONS
GFI GROUP
GIBBONS P.C.
GLOBAL EQUIPMENT COMPANY, INC.
GOODWAY TECHNOLOGIES CORPORATION
GORHAM MIDDLE & HIGH SCHOOL
GP STRATEGIES CORPORATION
GRAINGER
GREENMAN-PEDERSON, INC.

HACH COMPANY
HAZEN RESEARCH, INC.
HEALY ENGINEERING, INC.
HEARING ENHANCEMENT CENTER, INC
HELFRICH BROS BOILER WORKS, INC.
HOGAN LOVELLS US LLP
HOLTEC INTERNATIONAL
HYER INDUSTRIES INC - THAYER SCALE
I-MARK COMMODITY SOLUTIONS
INDUSTRIAL ACCESSORIES CO
INDUSTRIAL PACKING INC
INGENIATOR GROUP, LLC
INNOVATIVE NATURAL RESOURCES
SOLUTIONS
INTEGRATED GLOBAL SERVICES INC
INTELLIBIND TECHNOLOGIES, LLC
INTERSTATE FIRE INSPECTION
IRVING BLENDING & PACKAGING
IRVING OIL MARKETING, INC.
J. S. BARRY INDUSTRIES, INC.
JBC TRANSPORT GROUP LLC
JEWELL TIRE CENTER, INC.
JML TRUCKING & EXCAVATING
JORDAN EQUIPMENT CORP
K&G INDUSTRIAL SERVICES, LLC
KATAHDIN FIRE COMPANY, INC.
KENTUCKY-TENNESSEE CLAY COMPANY
KNOX, JR, BRUCE R
KPM ANALYTICS NORTH AMERICA
CORPORATION
KSB, INC.
LA CAPRA ASSOCIATES, INC
LABONVILLE, INC.
LANDSCAPING WITH STYLES
LEON COSTELLO CO
LINDSKOG BALANCING
LITTLETON REGIONAL HEALTHCARE-
LOTHROP COMPANIES, INC.
LOWES HEATING & COOLING
M&C TECHGROUP NORTH AMERICA
M&T BANK - BENNETT
M&T BANK - WALKER
MACCO RESTRUCTURING GROUP, LLC
MADER DAMPERS
MAINE CONVEYOR, INC.
MALTZ SALES COMPANY, INC.
MARTEK INSTRUMENTS, INC.
MARTIN ENGINEERING MICHIGAN
MCCOSH LIGHT TRUCKING
MCHALE & ASSOCIATES, INC.
MCLANE MIDDLETON
MCMASTER-CARR SUPPLY CO
MD FLUID SERVICES, LLC
MEBULBS
MENARDI, LLC
MICROVISION LABS, INC.

MIDWESCO FILTER RESOURCES
MILAN EXCAVATING INC.
MILLENNIUM POWER SERVICES INC.
MILLER ENERGY, INC.
MILTON RENTS
MLI ENVIRONMENTAL LLC
MOMS JERICHO
MONTAGNE POWERS, LLC
MONTROSE
MORGAN, LEWIS & BOCKIUS LLP
MOTION INDUSTRIES, INC.
MOUNT WASHINGTON SEWER & DRAIN
MOUNTAIN TIRE CORPORATION
MSC INDUSTRIAL SUPPLY CO, INC
N.E.T.S., INC.
NATIONAL FILTER MEDIA CORPORATION
NAULTS POWERSPORTS LITTLETON
NECI
NES RENTALS
NEW ENGLAND AIR SYSTEMS LLC
NEW ENGLAND MECHANICAL OVERLAY,
INC.
NEW ENGLAND SECURITY INC.
NEW PIG CORPORATION
NHS-CUSTOM CLEANERS
NITCO, LLC
NO SCURVY MEDIA
NORDIC CONSTRUCTION SERVICES LLC
NORDSTRONG EQUIPMENT LIMITED
NORMANDEAU TRUCKING, INC.
NORTH AMERICAN CONTROLS CO. LTD
NORTH AMERICAN EXPLOSIVE SERVICES,
LLC
NORTH AMERICAN INDUSTRIAL SERVICES,
INC.
NORTH COUNTRY LOCK & KEY
NORTHEASTERN INSULATION SERVICES
NORTHERN SAFETY CO., INC.
OIL ENERGY RECOVERY, INC.
ON QUEUE COMPUTER
O'REILLY AUTO PARTS
OTIS ELEVATOR COMPANY
OVER ALL CRANE SERVICE, LLC
PAUL OUELLETTE TRUCKING, INC.
PEREZ RESTORATION SERVICES, LLC
PETES TIRE BARN INC.
PHASOR ENGINEERING SERVICES
PHELPS INDUSTRIES
PIKE INDUSTRIES, INC.
PINE ENVIRONMENTAL SERVICES LLC
PINGREE BOILER REPAIR, INC.
PLATTCO CORPORATION
POLECON RESEARCH
POND TECHNICAL SALES, INC.
POSTMASTER
POWER GEN ASSOCIATES, INC.

POWER RESOURCES, INC.
POWER SPECIALISTS ASSOC., INC.
POWER UP GENERATOR SERVICE COMPANY
PRC INDUSTRIAL SUPPLY, INC.
PRESBY R&D & MANUFACTURING, LLC
PRESBY STEEL LLC
PROCESS EQUIPMENT, INC.
PROGRESSIVE BUSINESS PUBLICATIONS
PRUFTECHNIK, INC.
PSA LABORATORY FURNITURE
PSC LLC
PURE AQUA, INC.
QUALUS SERVICES, LLC
RADWELL INTERNATIONAL, INC
RAIN FOR RENT
RAM PRINTING, INC.
RATH YOUNG
RAY ENGINEERING COMPANY INC.
RAYS ELECTRIC & GENERAL CONTRACTING
INC
RECON PUMP INC.
REDKOH INDUSTRIES INC
RELADYNE RELIABILITY SERVICES
RESOURCE MANAGEMENT INC.
REXEL USA, INC
RICHARD CARRIER TRUCKING, INC.
ROMIK DEVELOPERS LLC
ROSEMOUNT INC.
ROURA MATERIAL HANDLING
ROYAL ELECTRIC CO. INC.
RUMFORD MANAGEMENT, LLC
SAFETY-KLEEN SYSTEMS, INC.
SANEL NAPA
SCHWEITZER ENGINEERING LABORATORIES
INC
SCOTTS RECREATION
SCT ENGINEERING
SD SZETELA LLC
SEVENTH STREET GRAPHICS, LLC
SHERWIN WILLIAMS
SHORELINE ALIGNMENT & VIBRATION LLC
SIGMA C POWER SERVICES LLC
SMITH & TOWN PRINTERS, LLC
SOHRE TURBOMACHINERY, INC.
SOLENIS LLC
SOMATEX INC
SOUTHERN ILLINOIS MOTOR XPRESS, INC.
SOUTHWORTH-MILTON INC
SPX COOLING TECHNOLOGIES, INC.
SSG ADVISORS, LLC
ST. KIERAN COMMUNITY CENTER FOR THE
ARTS

STANTEC CONSULTING SERVICES INC
STERLING ANALYTICAL, INC.
STRATHAM TIRE INC.
STRONG TECHNOLOGY CO
TELEDYNE INSTRUMENTS, INC.
TEMPERATURE CONTROLS OF VERMONT,
INC
TENCARVA MACHINERY CO. LLC
TERRASOURCE GLOBAL CORP
TEXAS REFINERY CORPORATION
THE BABCOCK & WILCOX COMPANY
THE COLLINS COMPANIES, INC.
THE NORTHERN LOGGER
THE SCOTT LAWSON GROUP
THG CORPORATION - DBA THE HOPE GROUP
THOMPSON REFRIGERATION LLC
THREE-C ELECTRICAL CO. INC.
TNT INSTRUMENTATION SOLUTIONS LLC
TPI ENGINEERED SYSTEMS, INC
TR MILES TECHNICAL CONSULTANTS INC.
TRANSCAT, INC.
TRANSFORMER SERVICE, INC.
TREASURER STATE OF NH
TRI-STATE PACKING SUPPLY, INC.
TROY INDUSTRIAL SOLUTIONS
TTI, INC. DBA INSTRUMART
TUNSTALL CORPORATION
UNITED RENTALS, INC.
UNIVAR SOLUTIONS
UPS FREIGHT
US POSTAL SERVICE
VAILLANCOURT ELECTRIC
VALMET INC.
VEGA AMERICAS INC.
VERMONT RECREATIONAL SURFACING &
FENCING
WATSON-MARLOW, INC.
WB MASON CO., INC.
WHITE MOUNTAIN LUMBER COMPANY INC.
WHITE WOLF STRIPING
WILSON ENGINEERING SERVICES, PC
WUNDERLICH-MALEC
WV ENGINEERING ASSOCIATES, PA
YANKE ENERGY INC.
ZAMPELL REFRACTORIES, INC.
ZEE MEDICAL, INC.
ZEP SALES & SERVICE

OTHER INTERESTED PARTY

BASIN ASSET MANAGEMENT, INC.

SCHEDULE 2

(Client Match List)

LUMINANT GENERATION COMPANY LLC

EXHIBIT C

(Engagement Agreement)



EPIQ CORPORATE RESTRUCTURING

STANDARD SERVICES AGREEMENT

This Standard Services Agreement is being entered into by and between the undersigned parties, referred to herein as “Epiq” and “Client” as of the Effective Date, as defined below. In consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

General Terms and Conditions

1. Services.

In accordance with the charges, terms and conditions contained in this agreement and in the schedule(s) attached hereto (collectively, the “Agreement”), Epiq agrees to furnish Client with the services set forth on the Services Schedule hereto (the “Services”) in connection with a corporate restructuring. Services will be provided on an as needed basis and upon request or agreement of Client. Charges for the Services will be based on the pricing schedule provided to Client hereto (the “Pricing Schedule”). The Pricing Schedule sets forth individual unit pricing for each of the Services provided by Epiq and represents a bona fide proposal for that Service. Client may request separate Services or all of the Services reflected in the Pricing Schedule.

2. Term.

This Agreement shall become effective on the date of its acceptance by both Epiq and Client; provided, however, Epiq acknowledges that Bankruptcy Court approval of its engagement may be required in order for Epiq to be engaged in a chapter 11 proceeding. The Agreement shall remain in effect until terminated: (a) by Client, on thirty (30) days’ prior written notice to Epiq and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq; or (b) by Epiq, on ninety (90) days’ prior written notice to Client and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq.

3. Charges.

- 3.1 For the Services and materials furnished by Epiq under this Agreement, Client shall pay the fees, charges and costs set forth in the Pricing Schedule subject to any previously agreed upon discount if applicable. Epiq will bill Client monthly. All invoices shall be due and payable upon receipt.
- 3.2 Epiq reserves the right to make reasonable increases to the unit prices, charges and professional service rates reflected in the Pricing Schedule on an annual basis effective January 2, 2024. If such annual increases exceed 10% from the prior year’s level, Epiq shall provide sixty (60) days’ prior written notice to Client of such proposed increases.



- 3.3 Client agrees to pay Epiq for all materials necessary for performance of the Services under this Agreement (other than computer hardware and software) and any reasonable out of pocket expenses including, without limitation, transportation, long distance communications, printing, photocopying, fax, postage and related items.
- 3.4 Client shall pay or reimburse all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of Client, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Epiq.
- 3.5 Client shall pay to Epiq any actual charges (including fees, costs and expenses as set forth in the Pricing Schedule) related to, arising out of or resulting from any Client error or omission. Such charges may include, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the Pricing Schedule.
- 3.6 In the event of termination pursuant to Section 2 hereof, Client shall be liable for all amounts then accrued and/or due and owing to Epiq under the Agreement.
- 3.7 To the extent permitted by applicable law, Epiq shall receive a retainer in the amount of \$25,000 (the "Retainer") that may be held by Epiq as security for Client's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. Epiq shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Epiq shall return to Client any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

4. Confidentiality.

Client data provided to Epiq during the term of this Agreement in connection with the Services ("Client Data") shall be maintained confidentially by Epiq in the same manner and to the same level as Epiq safeguards data relating to its own business; provided, however, that if Client Data is publicly available, was already in Epiq's possession or known to it, was required to be disclosed by law, was independently developed by Epiq without use or reference to any Client Data, or was rightfully obtained by Epiq from a third party, Epiq shall bear no responsibility for public disclosure of such data. Client agrees that Epiq shall not be liable for damages or losses of any nature whatsoever arising out of the unauthorized acquisition or use of any Client Data or other Client materials provided to Epiq in the performance of this Agreement.



5. Title to Property.

Epiq reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems and other information, including, without limitation, data processing programs, specifications, applications, processes, routines, sub-routines, procedural manuals and documentation furnished or developed by Epiq for itself or for use by Client (collectively, the "Property"). Charges paid by Client do not vest in Client any rights to the Property, it being expressly understood that the Property is made available to Client under this Agreement solely for Client's use during and in connection with each use of the Epiq equipment and services. Client agrees not to copy or permit others to copy any of the Property.

6. Disposition of Data.

- 6.1 Client is responsible for the accuracy of the programs and Client Data it provides or gives access to Epiq and for the output resulting from such data. Client shall initiate and maintain backup files that would allow Client to regenerate or duplicate all programs and Client Data which Client provides or gives access to Epiq. Client agrees, represents and warrants to Epiq that, prior to delivery of any Client Data to Epiq, it has full authority to deliver Client Data to Epiq. Client agrees, represents and warrants to Epiq that it has obtained binding consents, permits, licenses and approvals from all necessary persons, authorities or individuals, and has complied with all applicable policies, regulations and laws, required by Client, in order to allow Epiq to use all Client Data delivered to it in connection with its Services. Epiq shall not be liable for, and Client accepts full responsibility for, any liability or obligation with respect to Client Data prior to Epiq's receipt, including without limitation, any liability arising during the delivery of Client Data to Epiq.
- 6.2 Any Client Data, programs, storage media or other materials furnished by Client to Epiq in connection with this Agreement (collectively, the "Client Materials") may be retained by Epiq until the services provided pursuant to this Agreement are paid for in full, or until this Agreement is terminated with the services provided herein having been paid for in full. Client shall remain liable for all out of pocket charges incurred by Epiq under this Agreement as a result of any Client Materials maintained by Epiq. Epiq shall dispose of Client Materials in the manner requested by Client (except to the extent disposal may be prohibited by law). Client agrees to pay Epiq for reasonable expenses incurred as a result of the disposition of Client Materials. Epiq reserves the right to dispose of any Client Materials if this Agreement is terminated without Client's direction as to the return or disposal of Client Materials or Client has not paid all charges due to Epiq for a period of at least ninety (90) days; provided, however, Epiq shall provide Client with thirty (30) days' prior written notice of its intent to dispose of such data and media.

7. Indemnification.

Client shall indemnify, defend and hold Epiq, its affiliates, parent, and each such entity's officers, members, directors, agents, representatives, managers, consultants and employees (each an "Indemnified Person") harmless from and against any and all losses, claims, damages, liabilities, costs



(including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, "Losses"), to which any Indemnified Person may become subject or involved in any capacity arising out of or relating to this Agreement or Epiq's rendering of services pursuant hereto, regardless of whether any of such Indemnified Persons is a party thereto, other than Losses resulting solely from Epiq's gross negligence or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Person. Client and Epiq shall notify the other party in writing promptly of the commencement, institution, threat, or assertion of any claim, action or proceeding of which Client is aware with respect to the services provided by Epiq under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of Client, and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to Epiq's liabilities.

8. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS SECTION SHALL CONTROL.

(a) EACH PARTY AND ITS RESPECTIVE AGENTS SHALL NOT HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY (WHETHER IN TORT, EQUITY, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY IN ACCORDANCE WITH APPLICABLE LAW, RULE OR REGULATION) FOR ANY INDIRECT, GENERAL, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST WAGES, BUSINESS OR PROFITS, OR LOSS OF DATA INCURRED BY CLIENT OR ANY OTHER PERSON, ARISING OUT OF RELATING TO THIS AGREEMENT, OR ANY USE, INABILITY TO USE OR RESULTS OF USE OF THE SERVICES OR SOFTWARE OR OTHERWISE, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EPIQ SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSSES REGARDLESS OF THEIR NATURE THAT ARE CAUSED BY OR RELATED TO A FORCE MAJEURE EVENT.

(c) THE TOTAL LIABILITY OF EACH PARTY AND ITS AGENTS TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ALL LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT TO EPIQ FOR THE PARTICULAR SERVICES WHICH GAVE RISE TO THE LOSSES IN THE IMMEDIATE SIX (6) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE ALLEGED LOSS.



9. Representations / Warranties.

Epiq makes no representations or warranties, express or implied, including, without limitation, any implied or express warranty of merchantability, suitability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

10. Confidential On-Line Workspace

Upon request of Client, Epiq shall be authorized to: (a) establish a confidential on-line workspace with an outside vendor in connection with the provision of its services to Client pursuant to this Agreement; and (b) with the consent of Client and/or its designees, publish documents and other information to such confidential workspace. By publishing documents and other information to this confidential workspace in accordance with the foregoing, Epiq shall not be considered in violation of any of the provisions of this Agreement, including, but not limited to, Section 4 (Confidentiality).

11. General

- 11.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.
- 11.2 This Agreement may not be assigned by Client without the express written consent of Epiq, which consent shall not be unreasonably withheld. The services provided under this Agreement are for the sole benefit and use of Client, and shall not be made available to any other persons.
- 11.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law. Client and Epiq agree that any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof shall be settled by mandatory, final and binding arbitration before the American Arbitration Association in New York, New York and such arbitration shall comply with and be governed by the rules of the American Arbitration Association, provided that each party may seek interim relief in court as it deems necessary to protect its confidential information and intellectual property rights. Any arbitration award rendered pursuant to this provision shall be enforceable worldwide.
- 11.4 The parties hereto agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- 11.5 Client will use its best efforts to cooperate with Epiq at Client's facilities if any portion of the Services requires its physical presence thereon.
- 11.6 In no event shall Epiq's Services constitute or contain legal advice or opinion, and neither Epiq nor its personnel shall be deemed to practice law hereunder.



- 11.7 Except for Client's obligation to pay fees, expenses and charges hereunder when due, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises by reason of any act of God, any governmental requirement, act of terrorism, riots, epidemics, flood, strike, lock-out, industrial or transportational disturbance, fire, lack of materials, war, event of force majeure, or other acts beyond the reasonable control of a performing party.
- 11.8 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 11.9 All clauses and covenants in this Agreement are severable; in the event any or part of them are held invalid or unenforceable by any court, such clauses or covenants shall be valid and enforced to the fullest extent available, and this Agreement will be interpreted as if such invalid or unenforceable clauses or covenants were not contained herein. The parties are independent contractors and, except as expressly stated herein, neither party shall have any rights, power or authority to act or create an obligation on behalf of the other party.



11.10 Notices to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given or made if given or made in writing and sent by hand delivery, overnight or certified mail, postage prepaid, and addressed as follows:

If to Epiq:

Epiq Corporate Restructuring, LLC
777 Third Avenue, 12th Floor
New York, New York 10017
Attn: Brad Tuttle

If to Client:

CS Operations, Inc.
27 Pearl Street, 4th Floor
Portland, ME 04101
Attn: Sarah Boone, Senior Vice President, Corporate Affairs

With a copy to:

Foley Hoag LLP
1301 Avenue of the Americas
New York, NY 10019
Attn: Alison Bauer

11.11 Invoices sent to Client should be delivered to the following address:

CS Operations, Inc.
27 Pearl Street, 4th Floor
Portland, ME 04101
Attn: Sarah Boone, Senior Vice President, Corporate Affairs

Email: sboone@cs-ops.com

11.12 The "Effective Date" of this Agreement is 11-7, 2023.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

EPIQ CORPORATE RESTRUCTURING, LLC

A handwritten signature in blue ink, appearing to be 'B Tuttle', written over a horizontal line.

Name: Brad Tuttle
Title: General Manager

BURGESS BIOPOWER, LLC & BERLIN STATION, LLC

By: A handwritten signature in blue ink, appearing to be 'John Halle', written over a horizontal line.

Name: John Halle
Title: ~~Chairman~~ Director



SERVICES SCHEDULE

SCHEDULES/STATEMENT PREPARATION

- Assist the Debtors with administrative tasks in the preparation of their bankruptcy Schedules of Assets and Liabilities (“Schedules”) and Statements of Financial Affairs (“Statements”), including (as needed):
 - Coordinate with the Client and its advisors regarding the Schedules and Statements process, requirements, timelines and deliverables.
 - Create and maintain databases for maintenance and formatting of Schedules and Statements data.
 - Coordinate collection of data from Client and advisors.
 - Provide data entry and quality assurance assistance regarding Schedules and Statements, including, specifically, the creation of Schedule G.

CLAIMS MANAGEMENT

- Maintain copies of all proofs of claim and proofs of interest filed (in hard copy and electronic form).
- Provide a secure on-line tool through which creditors can file proofs of claim and related documentation, eliminating costly manual intake, processing and data entry of paper claims and ensuring maximum efficiency in the claim-filing process.
- Create and maintain electronic databases for creditor/party in interest information provided by the debtor (e.g., creditor matrix and Schedules of Statements of Assets and Liabilities) and creditors/parties in interest (e.g., proof of claim/interests).
- Process all proof of claim/interest submitted.
- Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours.
- Maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:
 - Name and address of the claimant and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
 - Date received;
 - Claim number assigned; and
 - Asserted amount and classification of the claim.



- Create and maintain a website with general case information, key documents, claim search function, and mirror of ECF case docket.
- Transmit to the Clerk's office a copy of the claims registers on a monthly basis, unless requested by the Clerk's office on a more or less frequent basis or, in the alternative, make available the claims register on-line.
- Implement necessary security measures to ensure the completeness and integrity of the claims registers.
- Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of such transfers as required by Bankruptcy Rule 3001(e).
- Maintain an up-to-date mailing list for all entities that have filed a proof of claim, proof of interest or notice of appearance, which list shall be available upon request of a party in interest or the Clerk's office.

NOTICING

- Prepare and serve required notices in these Chapter 11 cases, including:
 - Notice of the commencement of these Chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
 - Notice of any auction sale hearing;
 - Notice of the claims bar date;
 - Notice of objection to claims;
 - Notice of any hearings on a disclosure statement and confirmation of the plan of reorganization; and
 - Other miscellaneous notices to any entities, as the debtor or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 cases.
- After service of a particular notice - whether by regular mail, overnight or hand delivery, email or facsimile service - file with the Clerk's office an affidavit of service that includes a copy of the notice involved, a list of persons to whom the notice was mailed and the date and manner of mailing.
- Update claim database to reflect undeliverable or changed addresses.



- Coordinate publication of certain notices in periodicals and other media.
- Distribute Claim Acknowledgement Cards to creditor having filed a proof of claim/interest.

BALLOTING/TABULATION

- Provide balloting services in connection with the solicitation process for any chapter 11 plan for which a disclosure statement has been approved by the court, including (as needed):
 - Consult with Client and its counsel regarding timing issues, voting and tabulation procedures, and documents needed for the vote.
 - Review of voting-related sections of the voting procedures motion, disclosure statement and ballots for procedural and timing issues.
 - Assist in obtaining information regarding members of voting classes, including lists of holders of bonds from DTC and other entities (and, if needed, assist Client in requesting these listings).
 - Coordinate distribution of solicitation documents.
 - Respond to requests for documents from parties in interest, including brokerage firm and bank back-offices and institutional holders.
 - Respond to telephone inquiries from lenders, bondholders and nominees regarding the disclosure statement and the voting procedures.
 - Receive and examine all ballots and master ballots cast by voting parties. Date- stamp the originals of all such ballots and master ballots upon receipt.
 - Tabulate all ballots and master ballots received prior to the voting deadline in accordance with established procedures, and prepare a certification for filing with the court.
 - Undertake such other duties as may be requested by the Client.

CALL CENTER

- Provide state-of-the-art Call Center facility and services, including (as needed):
 - Create frequently asked questions, call scripts, escalation procedures and call log formats.
 - Record automated messaging.
 - Train Call Center staff.
 - Maintain and transmit call log to Client and advisors.



MISCELLANEOUS

- Provide such other claims processing, noticing and related administrative services as may be requested from time to time by the Client.
- Promptly comply with such further conditions and requirements as the Court may at any time prescribe.
- Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements.
- Provide temporary employees to the Clerk's Office to process claims, as necessary.

**CALL CENTER RATES**

Standard Call Center Setup	NO CHARGE
Call Center Operator	\$55 per hour
Voice Recorded Message	\$0.34 per minute

OTHER SERVICES RATES

Custom Software, Workflow and Review Resources	Quoted at time of request
Strategic Communication Services	Quoted at time of request
Escrow Services	Quoted at time of request /competitive rates
Securities Exchange / ATOP Event	Quoted at time of request
eDiscovery	Quoted at time of request, bundled pricing available
Virtual Data Room -- Confidential On-Line Workspace	Quoted at time of request
Disbursements -- Check and/or Form 1099	Quoted at time of request
Disbursements -- Record to Transfer Agent	Quoted at time of request