

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

In re

Chapter 11

BURGESS BIOPOWER, LLC, *et al.*¹

Case No. 24-10235 (LSS)

(Jointly Administered)

Debtors.

**APPLICATION OF THE DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING
THE EMPLOYMENT AND RETENTION OF SSG ADVISORS, LLC AS INVESTMENT
BANKER TO THE DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE**

Burgess BioPower, LLC (“Burgess”) and Berlin Station, LLC (“Berlin”), the debtors and debtors in possession in the above captioned case (collectively, the “Debtors”), hereby submit this application (the “Application”) seeking entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), authorizing the Debtors to retain SSG Advisors, LLC (“SSG”) as their investment banker *nunc pro tunc* to the Petition Date (as defined herein). In support of the Application, the Debtors rely upon, incorporate by reference and submit the *Declaration of J. Scott Victor in Support of the Application of the Debtors for Entry of an Order Authorizing the Employment and Retention of SSG Advisors, LLC as Investment Banker to the Debtors Nunc Pro Tunc to the Petition Date* (the “Victor Declaration”) attached hereto as **Exhibit B** and the *Declaration of Dean Vomero in Support of the Application of the Debtors for Entry of an Order Authorizing the Employment and Retention of SSG Advisors, LLC as Investment Banker to the Debtors Nunc Pro Tunc to the Petition Date* (the “Vomero Declaration”) attached hereto as **Exhibit C**. In further support of the Application, the Debtors respectfully state as follows:

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.

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider and determine the Application pursuant to 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 February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief sought herein are section 327(a) and 328(a) of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 2014-1 and 2016-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”).

3. Pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order or judgment with respect to the Application if it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

BACKGROUND

4. On February 9, 2024 (the “Petition Date”), the Debtors commenced the above-captioned chapter 11 cases (the “Chapter 11 Cases”) by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the Court.

5. The Debtors are authorized to continue to operate their business and manage their properties as debtors in possession, pursuant to Bankruptcy Code sections 1107(a) and 1108. As of the date of the Application, no trustee, examiner or statutory committee has been appointed in the Chapter 11 Cases.

6. Additional information regarding the circumstances leading to the commencement of the Chapter 11 Cases and information regarding the Debtors' business and capital structure is set forth in detail in the *Declaration of Dean Vomero in Support of the Debtors' Chapter 11 Petitions and First Day Pleadings* (the "First Day Declaration"), filed on the Petition Date and incorporated herein by reference.²

RELIEF REQUESTED

7. By the Application, the Debtors request entry of the Proposed Order (i) authorizing the employment and retention of SSG as investment banker to the Debtors *nunc pro tunc* to the Petition Date, (ii) approving the terms and conditions contained in that certain engagement letter among the Debtors and SSG, dated October 6, 2023 and amended on February 4, 2024 (as amended, the "Engagement Agreement") under which SSG will be retained and compensated at the expense of the Debtors' estates; and (iii) granting a waiver of compliance with the information requirements relating to compensation requests set forth in Local Rule 2016-2, to the extent requested herein. A copy of the Engagement Agreement is attached hereto as **Exhibit D**.

RETENTION OF SSG

8. Pursuant to the terms of the Engagement Agreement, SSG will serve as the exclusive investment banker to the Debtors to (i) advise regarding possible restructuring of existing claims and equity (a "Restructuring") and/or (ii) assist with the sale, assignment, license, or other disposition of all or substantially all of the assets of the Debtors (a "Sale"). A Sale means and includes any transaction involving the sale or transfer of all or a significant portion of the assets of the Debtors. In that role, SSG intends to continue to provide pursuant to the Engagement

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

Agreement financial advice and assistance to the Debtors, including by identifying potential investors in the Debtors and/or buyers of the Debtors' assets.

9. Since being retained by the Debtors, SSG has become familiar with the Debtors' business, financial affairs, and capital structure. SSG has worked closely with the Debtors' management and other professionals retained by the Debtors to understand the Debtors' business and coordinate the necessary professional services and other vital aspects of preparing for the Chapter 11 Cases.

10. In consideration of the size and complexity of their business, as well as the exigencies of the circumstances, the Debtors have determined that the services of experienced investment bankers during the Chapter 11 Cases will enhance substantially their attempts to maximize the value of their estates. SSG is well qualified to act on the Debtors' behalf given their extensive knowledge and expertise with respect to the Debtors' business and the Chapter 11 Cases. The Debtors submit that the retention of SSG on the terms and conditions set forth herein and in the Engagement Agreement is necessary and appropriate, and in the best interests of the Debtors' estates, creditors and all other parties-in-interest. The Application should be granted.

SSG'S QUALIFICATIONS

11. The Debtors chose SSG to act as their financial advisor and investment banker because of SSG's diverse experience and knowledge in the restructuring of troubled companies and completion of challenging financial transactions. SSG is a leading investment banking services firm that provides a broad range of corporate advisory services to its clients, including providing strategic and financial advice on mergers, acquisitions, sales, divestitures, capital raising, corporate restructurings, and related services. SSG's professionals have served as investment bankers and financial advisors to debtors and creditors in numerous chapter 11 cases

including, but not limited to, cases filed before this Court: *In re Invivo Therapeutics Corporation, et al.*, Case No. 24-10137 (MFW); *In re Infinity Pharmaceuticals, Inc., et al.*, Case No. 23-11640 (BLS); *In re Pegasus Home Fashions, Inc., et al.*, Case No. 23-11235 (MFW); *In re Christmas Tree Shops, LLC, et al.*, Case No. 23-10576 (TMH); *In re EFS Parlin Holdings, LLC*, Case No. 23-10539 (JTD); *In re Nova Wildcat Shur-Line Holdings, Inc.*, Case No. 23-10114 (CTG); *In re Allena Pharmaceuticals, Inc.*, Case No. 22-10842 (KBO); *In re Electric Last Mile, Inc.*, Case No. 22-10538 (MFW); *In re Retrotope, Inc.*, Case No. 22-10228 (JTD); *In re Avadim Health, Inc.*, Case No. 21-10883 (CTG); *In re Connections Community Support Programs, P.C.*, Case No. 21-10723 (MRW); *In re PBS Brand Co., LLC*, Case No. 20-13157 (KSS); *In re PQ New York, Inc., et al.*, Case No. 20-11266 (JTD); *In re Sustainable Restaurant Holdings, Inc.*, Case No. 20-11087 (JTD); *In re Cedar Haven Acquisition, LLC*, Case No. 19-11736 (JKS); *In re THG Holdings LLC, et al.*, Case No. 19-11689 (JTD); *In re St. Christopher's Healthcare, LLC*, Case No. 19-11468 (KG); *In re Center City Healthcare, LLC d/b/a Hahnemann Univ. Hosp.*, Case No. 19-11466 (KG); *In re 1515-GEEnergy Holding Co. LLC, et al.*, Case No. 19-10303 (LSS); *In re Samuels Jewelers, Inc.*, Case No. 18-11818 (KJC); *In re Argos Therapeutics, Inc.*, Case No. 18-12714 (KJC); *In re ABT Molecular Imaging, Inc.*, Case No. 18-11398 (CSS); *In re Nighthawk Royalties LLC*, Case No. 18-10989 (BLS); *In re Vitamin World, Inc., et al.*, Case No. 17-11933 (KJC); *In re Peekay Acquisition, LLC*, Case No. 17-11722 (BLS); *In re Short Bark Indus., Inc.*, Case No. 17-11502 (KG); *In re Unilife Corp.*, Case No. 17-10805 (LSS). As a result, the Debtors believe that SSG is well qualified to perform these services and represent the Debtors' interests in the Chapter 11 Cases.

SSG'S DISINTERESTEDNESS

12. To the best of the Debtors' knowledge, information and belief, and based entirely and in reliance upon the Victor Declaration: (i) SSG is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code and as required by section 327 of the Bankruptcy Code, and holds no interest materially adverse to the Debtors, their creditors and shareholders for the matters for which SSG is to be employed, and (ii) SSG has no connection to the Debtors, their creditors, equity interest holders or related parties except as disclosed in the Victor Declaration. The Debtors submit that the retention and employment of SSG is necessary and in the best interests of the Debtors, their estates, creditors and equity interest holders.

13. To the best of the Debtors' knowledge, information and belief, and based entirely and in reliance upon the Victor Declaration, none of SSG's past or current engagements would or do appear to create an interest materially adverse to the interests of the Debtors, creditors or equity security holders in the Chapter 11 Cases. Consequently, the Debtors believe that SSG is disinterested and holds no materially adverse interest as to the matters upon which it is to be retained. To the extent that SSG discovers any facts bearing on the matters described herein during the period of SSG's retention, it will supplement the information contained in the Victor Declaration.

SCOPE OF SERVICES

14. The parties have entered into the Engagement Agreement, which governs the relationship between the Debtors and SSG. The terms and conditions of the Engagement Agreement were heavily negotiated at arm's length and reflect the parties' mutual agreement as to the substantial efforts and resources that will be required in this engagement. Under the Engagement Agreement, the Debtors retained SSG to serve as their investment banker before and

during the Chapter 11 Cases to perform a broad range of services (the “Services”) on behalf of the Debtors. The Services include the following:

- a) Advise and assist the Debtors in the negotiation with various stakeholders, in regard to a possible restructuring of existing claims and equity;
- b) Assist the Debtors, their attorneys and financial advisors in evaluation of restructuring options and preparing a plan of reorganization as well as a disclosure statement;
- c) Provide financial modeling services, enterprise valuation services, feasibility analysis, and supporting financial and claims analysis;
- d) Provide reports and expert testimony in support of valuation and within the areas of SSG’s expertise as requested by the Debtors and their attorneys;
- e) Otherwise assist the Debtors, their attorneys and financial advisors, as necessary, through confirmation of a plan of reorganization;
- f) Advise the Debtors on, and assist the Debtors in the preparation of, an information memorandum describing the Debtors and their management and financial status for use in discussions with prospective purchasers and assist in the due diligence process for a potential Sale;
- g) Assist the Debtors in developing a list of suitable potential buyers who will be contacted on a discreet and confidential basis after approval by the Debtors;
- h) Coordinate the execution of confidentiality agreements for potential buyers wishing to review the information memorandum;
- i) Assist the Debtors in coordinating site visits for interested buyers and work with the management team to develop appropriate presentation for such visits;
- j) Solicit competitive offers from potential buyers;
- k) Advise and assist the Debtors in structuring the Sale, negotiating the agreements with potential buyers and evaluating any proposals from potential buyers, including, without limitation, advising and negotiating with respect to a Sale;
- l) Market test debtor-in-possession financing and seek alternative financing;
- m) Otherwise assist the Debtors, their attorneys and financial advisors, as necessary through closing on a best-efforts basis.

COMPENSATION

15. Prior to the commencement of the Chapter 11 Cases and upon the execution of the Engagement Agreement, the Debtors paid SSG an initial fee (the “Initial Fee”) of \$150,000.

16. In addition to the Initial Fee, the Debtors have agreed to pay SSG monthly fees (the “Monthly Fees”) of \$75,000 beginning November 1, 2023 and continuing thereafter on the first (1st) of each month until the termination of the Engagement Agreement.

17. As set forth in greater detail in the Engagement Agreement, the Debtors and SSG have further agreed to the following terms of compensation:

Restructuring Fee: Upon the closing of a Restructuring, SSG shall be entitled to a fee of \$750,000 (the “Restructuring Fee”).

Sale Fee: Upon the consummation of a Sale to any party, SSG shall be entitled to a fee (the “Sale Fee,” and together with the Restructuring Fee, the “Transaction Fee”) equal to the following:

- (i) In the event of a stalking horse purchaser that is an existing equity holder or an affiliate thereof the Debtors or in the event of a credit bid by the secured creditors, or any of them, without a qualified overbid, then SSG’s Sale Fee shall be \$550,000.,
- (ii) In the event of a Sale to a third party, or in the event that a qualified overbid is received topping any stalking horse bid and/or credit bid, then SSG’s shall be the greater of \$850,000, or three and one half (3.5%) percent of the purchase price paid at the time of the effective date of the Sale.

The Transaction Fee shall be reduced by 50% of the Monthly Fees paid, beginning March 1, 2024. No credit shall be provided for the Initial Fee or Monthly Fees paid prior to March 1, 2024.

See Exhibit D at p.3 & 8.

18. In addition to the fees described in the Engagement Agreement, the Debtors shall, upon SSG’s request and in accordance with any interim compensation orders entered by the Court, and the relevant sections of the Bankruptcy Code, Bankruptcy Rules, and Local Rules, reimburse SSG for its reasonable and documented out-of-pocket expenses incurred from time to time in

connection with its services under the Engagement Agreement including, without limitation, legal fees and disbursements. *See id.*

19. As set forth in the Victor Declaration, the compensation structure described in the Engagement Agreement is reasonable under the circumstances and SSG believes it is comparable to those generally charged by investment banking firms of similar stature to SSG for comparable engagements, both in and out of court.

20. The hours worked, the results achieved and the ultimate benefit to the Debtors of the work performed by SSG in connection with the Engagement Agreement may vary and the Debtors and SSG have taken this into account in setting the above fees and expenses. In order to induce SSG to do business with the Debtors in bankruptcy, the fees were set considering the difficulty of the assignment and the potential for failure.

21. Given the various issues that SSG may be required to address in performance of services pursuant to the Engagement Agreement, SSG's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for SSG's services for engagements of this nature in an out-of-court context, the Debtors believe that the fee arrangements set forth in the Engagement Agreement are reasonable under the standards set forth in section 328(a) of the Bankruptcy Code.

INDEMNIFICATION PROVISION

22. As set forth more fully in, and pursuant to the terms of, the Engagement Agreement, the Debtors acknowledge and agree to indemnify SSG in connection with the services performed thereunder. *See* Exhibit D at Attachment A. The Debtors will not be responsible for indemnifying SSG for any liability to the extent such liability is found in a final, non-appealable judgment by a

court of competent jurisdiction to have resulted directly from SSG's bad faith, gross negligence or willful misconduct in the performance of its duties under the Engagement Agreement. *See id.*

BASIS FOR RELIEF

23. Under section 327 of the Bankruptcy Code, a debtor in possession may employ one or more professionals that do not hold or represent an interest adverse to the estate and that are disinterested persons, to assist the debtor in possession in carrying out its duties under the Bankruptcy Code.

24. Section 328 of the Bankruptcy Code further provides, in pertinent part, that under section 327 of the Bankruptcy Code, a professional may be employed "on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis."

25. Bankruptcy Rule 2014(a) sets forth the requirements for retention applications and provides that such applications must include:

[S]pecific facts showing the necessity for the employment, the name of the person to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the person's connections with the debtor, creditors, or any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014(a).

26. By the Application, the Debtors request that the Court approve the employment and compensation arrangements described in the Engagement Agreement pursuant to section 328(a) of the Bankruptcy Code. The Debtors believe that the employment arrangements contained in the Engagement Agreement are beneficial to the Debtors' estates and the compensation arrangements provide certainty and proper inducement for SSG to act expeditiously and prudently with respect to the matters for which it will be employed.

27. The Debtors further request approval of SSG *nunc pro tunc* to the Petition Date. Such relief is warranted by the circumstances of the Chapter 11 Cases. The United States Court of Appeals for the Third Circuit has identified “time pressure to begin service” and absence of prejudice as factors favoring retention on a *nunc pro tunc* basis. *See Matter of Arkansas Co.*, 798 F.2d 645, 650 (3d Cir. 1986). The complexity and speed that have characterized the Chapter 11 Cases has necessitated that the Debtors, SSG and the Debtors’ other professionals focus their immediate attention on time-sensitive matters and promptly devote substantial resources to the affairs of the Debtors pending submission and approval of the Application.

28. Retention under section 328(a) of the Bankruptcy Code is appropriate under the Chapter 11 Cases. That section reflects a significant departure from prior bankruptcy practice related to the compensation of professionals, as it permits the compensation of professionals, including investment bankers, on more flexible terms that reflect the nature of their services and market conditions. In *In re Nat’l Gypsum Co.*, 123 F.3d 861, 862 (5th Cir. 1997), the United States Court of Appeals for the Fifth Circuit recognized the significance of the 1978 amendments to the Bankruptcy Code:

Prior to 1978, the most able professionals were often unwilling to work for bankruptcy estates where their compensation would be subject to the uncertainties of what a judge thought the work was worth after it had been done. That uncertainty continues under the present Section 330 of the Bankruptcy Code, which provides that the court award to professional consultants the reasonable compensation based on relevant factors of time and comparable costs, etc. Under present Section 328, the professional may avoid that uncertainty by obtaining court approval of compensation agreed to with the trustee (or debtor or creditors’ committee).

29. Section 328(a) of the Bankruptcy Code thus provides the Court with the inherent flexibility to approve alternative fee structures to the customary hourly rate. The fee structure in the Engagement Agreement is similar to the fee arrangement approved by bankruptcy courts throughout the United States under section 328(a) of the Bankruptcy Code.

**WAIVER OF COMPLIANCE WITH
REQUIREMENTS REGARDING TIME ENTRY DETAIL**

30. Consistent with its ordinary practice and the practice of and investment bankers in other chapter 11 cases whose fee arrangements are typically not hours-based, SSG does not ordinarily maintain contemporaneous time records in one-tenth hour requirements or provide or conform to a schedule of hourly rates for its professionals. SSG will maintain records in support of any actual, necessary costs and expenses incurred in connection with the Engagement Agreement. As SSG's compensation will be calculated and paid based on a fixed monthly fee and an incentive fee, which is tied to the consummation and closing of a transaction as contemplated by the Engagement Agreement, SSG requests that it not be required to file time records in accordance Local Rule 2016-2 and the United States Trustee Fee Guidelines. Instead, notwithstanding that SSG does not charge for its services on an hourly basis, SSG will nonetheless maintain records in half (0.50) hour increments (in summary format) of its services rendered for the Debtors, including descriptions of those services, the time expended in providing those services, and will present such records together with its final and sole fee application filed with the Court.

NOTICE AND NO PRIOR REQUEST

31. Notice of the Motion 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 UMB Bank, National Association in its capacity as Collateral Agent, Locke Lord 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; and (v) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested in the Application, the Debtors respectfully submit that no further notice is necessary.

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

WHEREFORE, for the reasons set forth herein, in the First Day Declaration and the Victor Declaration, the Debtors respectfully request that the Court enter an Order, substantially in the form attached hereto: (a) authorizing the Debtors to retain SSG as their investment banker *nunc pro tunc* to the Petition Date; and (b) granting such other relief as is just and proper.

Dated: March 11, 2024

Respectfully submitted,

/s/ Dean Vomero

Dean Vomero

Chief Restructuring Officer

**Burgess BioPower, LLC and
Berlin Station, LLC**

**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)

(Jointly Administered)

Hearing Date: April 15, 2024 at 10:00 a.m. (E.T)

Objection Deadline: March 25, 2024 at 4:00 p.m. (ET)

NOTICE OF APPLICATION

TO: (A) THE UNITED STATES TRUSTEE FOR THE DISTRICT OF DELAWARE; (B) THE HOLDERS OF THE TWENTY (20) LARGEST UNSECURED CLAIMS AGAINST EACH DEBTOR; (C) COUNSEL TO UMB BANK, NATIONAL ASSOCIATION IN ITS CAPACITY AS COLLATERAL AGENT, LOCKE LORD 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; AND (V) ANY PARTY THAT HAS REQUESTED NOTICE PURSUANT TO BANKRUPTCY RULE 2002.

PLEASE TAKE NOTICE that the above captioned debtors and debtors in possession (the “Debtors”) in these chapter 11 cases (the “Chapter 11 Cases”) filed the *Debtors’ Application for Entry of an Order Authorizing the Retention and Employment of Foley Hoag LLP as Attorneys for the Debtors Effective Nunc Pro Tunc to the Petition Date* (the “Application”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that any objections or responses to the relief requested in the Application must be filed on or before **March 25, 2024 at 4:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 824

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.

N. Market Street, 3rd Floor, Wilmington, Delaware 19801 and served upon, so as to be actually received by, the undersigned counsel for the Debtors on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE that a hearing to consider the Application will be held on **April 15, 2024 at 10:00 a.m. (ET)** before the Honorable Laurie Selber Silverstein in the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, Wilmington, Delaware 19801 (the "Hearing").

PLEASE TAKE FURTHER NOTICE that a copy of the Application and all other pleadings filed in these Chapter 11 Cases are available, free of charge, from the website of the Court-appointed claims agent, Epiq: <https://dm.epiq11.com/case/burgess/info>.

PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS OR RESPONSES TO THE APPLICATION ARE TIMELY FILED, SERVED, AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

Dated: March 11, 2024

/s/ Katharina Earle

Chantelle D. McClamb (No. 5978)

Katharina Earle (No. 6348)

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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)
(Jointly Administered)

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF
SSG ADVISORS, LLC AS AND INVESTMENT BANKER TO THE DEBTORS
NUNC PRO TUNC TO THE PETITION DATE**

Upon the *Application of the Debtors for Entry of an Order Authorizing the Employment and Retention of SSG Advisors, LLC as Investment Banker to the Debtors Nunc Pro Tunc to the Petition Date* (the “Application”);² and upon 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 upon the Declaration of J. Scott Victor in support of the Application (the “Victor Declaration”); and upon the Declaration of Dean Vomero in support of the Application (the “Vomero Declaration”), and that the employment of SSG is necessary and is in the best interests of the Debtors; and the Court finding that: (a) the Court has jurisdiction over this matter pursuant to 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 February 29, 2012; (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that sufficient notice of the Application has been given; and good cause appearing therefor; it is hereby

ORDERED that

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 defined herein shall have the meanings ascribed to them in the Application.

1. The Application is APPROVED as set forth herein.
2. The Debtors are authorized, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, to employ and retain, effective as of the Petition Date, upon the terms and for the purposes set forth in the Engagement Agreement, SSG as investment bankers for the Debtors in the Chapter 11 Cases.
3. SSG will submit monthly fee invoices to the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") describing in narrative fashion the work performed during the monthly period by each professional working on the engagement. For the avoidance of doubt, SSG shall be entitled to the payment of its monthly fee at the beginning of the month as provided by the Engagement Agreement while submitting the monthly fee invoice as described herein, without the need for monthly or interim applications for compensation, and the U.S. Trustee shall have review rights pursuant to Bankruptcy Code section 330.
4. With respect to payment by the Debtors' estate of any Transaction Fee and expense reimbursements, SSG shall file a final fee application for final allowance of compensation for services and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any applicable orders of this Court. SSG's compensation shall be subject to the standard of review provided in section 328(a) of the Bankruptcy Code and not subject to any other standard of review under section 330 of the Bankruptcy Code; provided, however, that the U.S. Trustee shall retain the right to object to the compensation and fees and expenses to be paid to SSG pursuant to a final application and the Engagement Agreement based on the reasonableness standard provided for in section 330 of the Bankruptcy Code, not section 328(a) of the Bankruptcy Code, and the Court shall consider any such objection by the U.S. Trustee under section 330 of the Bankruptcy Code; the Debtors and

SSG further stipulate and agree that this Order and the record relating to the Court's consideration of the Application shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of SSG's compensation and reimbursement requests under sections 330 and 331 of the Bankruptcy Code. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding the U.S. Trustee on appeal or otherwise, with respect to the reasonableness of SSG's fees and compensation and reimbursement requests.

5. Notwithstanding anything to the contrary in this Order, the Application, the Engagement Agreement or the Victor Declaration, SSG shall comply with all requirements of Bankruptcy Rule 2016(a) and Local Rule 2016-2, including all information and time keeping requirements of Local Rule 2016-2(d), except that SSG shall be permitted to keep professional time records in half-hour increments, shall not be required to keep time records on a project category basis and shall not be required to conform to any schedule of hourly rates for its professionals.

6. The Indemnification Provisions of the Engagement Agreement are approved, subject to the following limitations during the pendency of the Chapter 11 Cases:

- a) SSG shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Agreement for services, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court; and
- b) The Debtors shall have no obligation to indemnify SSG, or provide contribution or reimbursement to SSG, for any claim or expense to the extent that it is either: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from SSG's gross negligence, willful misconduct, or bad faith; (ii) for a contractual dispute in which the Debtors allege breach of SSG's contractual obligations, unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to applicable case law; or (iii) settled prior to such a judicial determination as to exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing pursuant to (c) below to be a claim or expense for which SSG

should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order; and

- c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this case (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing the Chapter 11 Cases, SSG 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 the Application and this Order), including without limitation the advancement of defense costs, SSG must file an application therefore in this Court, and the Debtors may not pay any such amounts to SSG before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by SSG for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify SSG. All parties in interest shall retain the right to object to any demand by SSG for indemnification, contribution or reimbursement.

7. All fees and expenses incurred by SSG that are approved by the Court shall be treated as administrative expenses under section 503 of the Bankruptcy Code.

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

9. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

10. This Court shall retain jurisdiction with respect to all matters related to the interpretation or implementation of this Order.

Exhibit B

Victor Declaration

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

In re

BURGESS BIOPOWER, LLC, *et al.*⁴

Debtors.

Chapter 11

Case No. 24-10235 (LSS)
(Jointly Administered)

**DECLARATION OF J. SCOTT VICTOR IN SUPPORT OF THE APPLICATION OF
THE DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT
AND RETENTION OF SSG ADVISORS, LLC AS INVESTMENT BANKER TO
THE DEBTORS NUNC PRO TUNC TO THE PETITION DATE**

I, J. Scott Victor, hereby declare under penalty of perjury under the laws of the United States of America that, to the best of my knowledge and belief, and after reasonable inquiry, the following is true and correct:

1. I am a Managing Director of SSG Advisors, LLC (“SSG”), an investment banking firm that maintains offices at 300 Barr Harbor Drive, Suite 420, West Conshohocken, PA 19428, and I am duly authorized to make this declaration (the “Declaration”) on behalf of SSG. I have over forty (40) years of experience in the restructuring industry and extensive experience: (i) marketing companies or their assets for sale, including experience marketing companies in distress and debtors in bankruptcy cases; (ii) raising capital for special situation transactions; and (iii) restructuring companies’ balance sheets both in court and out of court.

2. I submit this Declaration (the “Declaration”) in support of the *Application of the Debtors for Entry of an Order Authorizing the Employment and Retention of SSG Advisors, LLC as Investment Banker to the Debtors Nunc Pro Tunc to the Petition Date* (the “Application”) filed

⁴ 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.

by the above-captioned debtors and debtors in possession (the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”). The Application seeks entry of an order authorizing the retention and employment of SSG Advisors, LLC (“SSG”) pursuant to sections 327(a) and 328(a) of the Bankruptcy Code as investment banker to the Debtors, *nunc pro tunc* to the Petition Date.

3. The Declaration is also submitted as the statement required pursuant to sections 327(a), 328(a), and 504 of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016.

4. I am not being compensated separately for the statements in the Declaration other than through payments received by SSG as a professional retained by the Debtors. Except as otherwise indicated herein, all of the facts set forth in the Declaration are based upon my personal knowledge, my review of relevant documents, information provided to me by SSG employees working with me or under my supervision or information provided to me by the Debtors. If called upon to testify, I could and would testify to the facts set forth herein on that basis. I am authorized to submit the Declaration on behalf of SSG.

SSG’S QUALIFICATIONS

5. SSG is an independent boutique investment banking firm that assists middle market companies and their stakeholders in completing special situation transactions. SSG provides its clients with comprehensive investment banking services in the areas of mergers and acquisitions, private placements, financing restructurings, valuations, litigation and strategic advisory. SSG has completed over 400 investment banking assignments in North America across a variety of industries.

6. SSG is uniquely qualified to advise the Debtors in the Chapter 11 Cases. SSG’s professionals have extensive experience working with financially-distressed companies in and out

of chapter 11, including through section 363 sales or a plan of reorganization. In particular, SSG's professionals have served as investment bankers and financial advisors to debtors and creditors in numerous chapter 11 cases including, but not limited to, cases filed before this Court: *In re Invivo Therapeutics Corporation, et al.*, Case No. 24-10137 (MFW); *In re Infinity Pharmaceuticals, Inc., et al.*, Case No. 23-11640 (BLS); *In re Pegasus Home Fashions, Inc., et al.*, Case No. 23-11235 (MFW); *In re Christmas Tree Shops, LLC, et al.*, Case No. 23-10576 (TMH); *In re EFS Parlin Holdings, LLC*, Case No. 23-10539 (JTD); *In re Nova Wildcat Shur-Line Holdings, Inc.*, Case No. 23-10114 (CTG); *In re Allena Pharmaceuticals, Inc.*, Case No. 22-10842 (KBO); *In re Electric Last Mile, Inc.*, Case No. 22-10538 (MFW); *In re Retrotope, Inc.*, Case No. 22-10228 (JTD); *In re Avadim Health, Inc.*, Case No. 21-10883 (CTG); *In re Connections Community Support Programs, P.C.*, Case No. 21-10723 (MRW); *In re PBS Brand Co., LLC*, Case No. 20-13157 (KSS); *In re PQ New York, Inc.*, et al, Case No. 20-11266 (JTD); *In re Sustainable Restaurant Holdings, Inc.*, Case No. 20-11087 (JTD); *In re Cedar Haven Acquisition, LLC*, Case No. 19-11736 (JKS); *In re THG Holdings LLC, et al.*, Case No. 19-11689 (JTD); *In re St. Christopher's Healthcare, LLC*, Case No. 19-11468 (KG); *In re Center City Healthcare, LLC d/b/a Hahnemann Univ. Hosp.*, Case No. 19-11466 (KG); *In re 1515-GEEnergy Holding Co. LLC, et al.*, Case No. 19-10303 (LSS); *In re Samuels Jewelers, Inc.*, Case No. 18-11818 (KJC); *In re Argos Therapeutics, Inc.*, Case No. 18-12714 (KJC); *In re ABT Molecular Imaging, Inc.*, Case No. 18-11398 (CSS); *In re Nighthawk Royalties LLC*, Case No. 18-10989 (BLS); *In re Vitamin World, Inc., et al.*, Case No. 17-11933 (KJC); *In re Peekay Acquisition, LLC*, Case No. 17-11722 (BLS); *In re Short Bark Indus., Inc.*, Case No. 17-11502 (KG); *In re Unilife Corp.*, Case No. 17-10805 (LSS).

7. The Debtors employed SSG pursuant to that certain engagement letter dated October 6, 2023, as amended on February 4, 2024, between SSG and the Debtors, a true and correct copy of which is attached to the Application as **Exhibit D** (the “Engagement Agreement”)

8. SSG is familiar with the Debtors’ corporate and capital structure, management, operations, and various other aspects of their business. SSG has knowledge of the Debtors’ financial history and business operations and is well suited to provide the Debtors with the services contemplated by the Engagement Agreement. I believe that SSG is qualified to represent the Debtors in the Chapter 11 Cases.

SSG’S DISINTERESTEDNESS

9. In connection with its proposed retention by the Debtors in the Chapter 11 Cases, SSG undertook to determine (a) whether it had any relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors and (b) all “connections” (as such term is used in Bankruptcy Rule 2014) to the Debtors, their creditors, other parties in interest, the United States Trustee or any person employed in the Office of the United States Trustee of the District of Delaware (the “U.S. Trustee”).

10. To check potential relationships and connections in the Chapter 11 Cases, SSG searched its client database to determine whether it had any relationship or connection with the Debtors or the entities identified by the Debtors or their representatives as potential parties in interest listed on **Schedule 1** hereto (collectively, the “Potential Parties in Interest”). As part of this inquiry, SSG entered the names of the Potential Parties in Interest into various computer databases containing the names of all of its clients. To the extent this inquiry revealed any connections with any of the Potential Parties in Interest (or their apparent affiliates or entities SSG believes to be affiliates, as the case may be), such parties are listed on **Schedule 2** annexed hereto.

To the best of my knowledge, information and belief, SSG's connection with each entity listed on **Schedule 2** (or their affiliates or entities that SSG believes to be affiliates, as the case may be) was or is only on matters that are unrelated to the Debtors and to the Chapter 11 Cases.

11. Additionally, during the ninety (90) days prior to the Petition Date, SSG received from the Debtors \$300,000 in ordinary course Monthly Fees..

12. SSG is involved in a number of cases, proceedings, and transactions involving many different attorneys, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in the Chapter 11 Cases. Further, SSG has in the past, and may in the future, be represented by several attorneys and law firms, some of which may be involved in the Chapter 11 Cases. Finally, SSG has in the past, and will likely in the future, be working with or opposite other professionals involved in the Chapter 11 Cases with respect to matters wholly unrelated to the Chapter 11 Cases. Based on our current knowledge of the professionals involved in the Chapter 11 Cases and to the best of my knowledge, none of these business relationships constitute interests adverse to the estate in matters upon which SSG is to be employed and none are in connection with the Chapter 11 Cases.

13. The Debtors have numerous creditors and relationships with a large number of individuals and entities that may be parties in interest in the Chapter 11 Cases. Consequently, although every reasonable effort has been made to discover and eliminate the possibility of any conflict including the efforts outlined above, SSG is unable to state with certainty whether any of its clients or an affiliated entity of a client holds a claim or otherwise is a party in interest in the Chapter 11 Cases. If SSG discovers any information that is contrary or pertinent to the statements made herein, SSG will promptly disclose such information to the Court.

14. SSG does not advise, has not advised, and will not advise any entity other than the Debtors in matters related to the Chapter 11 Cases. SSG will, however, continue to provide professional services to entities or persons that may be creditors of the Debtors or parties in interest in the Chapter 11 Cases, provided that such services do not relate to, or have any direct connection with, the Chapter 11 Cases or the Debtors.

15. Except as otherwise set forth herein and in the Application, to the best of my knowledge, information and belief, neither SSG nor any employee of SSG is a creditor, an equity holder or an insider of the Debtors. To the best of my knowledge, information and belief, neither SSG nor any employee of SSG is or was, within two (2) years before the Petition Date, a director, an officer or an employee of the Debtors. Also, to the best of my knowledge, information and belief, neither the undersigned nor the SSG employees expected to assist the Debtors in the Chapter 11 Cases are related or connected to any United States Bankruptcy Judge for the District of Delaware, the U.S. Trustee, or any persons employed in the office of the U.S. Trustee.

16. Accordingly, to the best of my knowledge, information and belief: (a) SSG is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code, and holds no interest materially adverse to the Debtors, their creditors and shareholders for the matters for which SSG is to be employed; and (b) SSG has no connection to the Debtors, their creditors, shareholders or any related parties.

SSG’S COMPENSATION AND INDEMNITY

17. The compensation structure set forth in the Application and the Engagement Agreement is consistent with SSG’s typical fees for work of this nature. The fees are set at a level designed to compensate SSG fairly for the work of its professionals and assistants and to cover

fixed and routine overhead expenses. It is SSG's policy to charge its clients for all disbursements and expenses incurred in the rendering of services.


18. It is not the general practice of investment banking firms such as SSG to keep detailed time records similar to those customarily kept by attorneys. SSG's professionals, when formally retained in the Chapter 11 Cases, and when required by the Local Rules, do, and in the Chapter 11 Cases will, keep time records in one-half (.50) hour increments describing their daily activities and the identity of persons who performed such tasks. The compensation structure and related indemnity provisions are comparable to those generally charged by financial advisory and investment banking firms of similar stature to SSG and for comparable engagements, both in and out of court, and reflect a balance between a fixed monthly fee, and a contingency amount, which is tied to the consummation and closing of a Sale.

19. No promises have been received by SSG or by any member or associate thereof as to compensation in connection with the Chapter 11 Cases. Furthermore, SSG has not shared or agreed to share any of its compensation from the Debtors with any other persons, other than employees of SSG.

20. The foregoing constitutes the statement of SSG pursuant to, and rule 2014(a) of the Bankruptcy Rules.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: March 11, 2024



J. Scott Victor
Managing Director
SSG Advisors, LLC

Schedule 1

Potential Parties in Interest

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 HAMPSHIRE 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
 EUCI
 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
 OREILLY 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
SSG's Connections with Potential Parties in Interest

1. SSG has worked with Foley Hoag LLP in other unrelated matters.
2. SSG has worked with Gibbons, P.C. in other unrelated matters.
3. SSG has worked with Epiq Global in other unrelated matters.
4. SSG has worked with Marcum LLP in other unrelated matters.
5. SSG has worked with Greenberg Traurig in other unrelated matters.
6. SSG has worked with Bernstein Shur in other unrelated matters.
7. SSG has worked with FTI Consulting in other unrelated matters.

Exhibit C

Vomero 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)
(Jointly Administered)

**DECLARATION OF DEAN VOMERO IN SUPPORT OF THE APPLICATION OF THE
DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND
RETENTION OF SSG ADVISORS, LLC AS INVESTMENT BANKER TO THE
DEBTORS NUNC PRO TUNC TO THE PETITION DATE**

I, Dean Vomero, of full age, hereby declare as follows:

1. I am the Chief Restructuring Officer of Burgess BioPower, LLC (“Burgess”) and Berlin Station, LLC (“Berlin”), the debtors and debtors in possession in the above captioned case (collectively, the “Debtors”).

2. I submit this declaration (the “Declaration”) in support of the *Application of the Debtors for Entry of an Order Authorizing the Employment and Retention of SSG Advisors, LLC as Investment Banker to the Debtors Nunc Pro Tunc to the Petition Date* (the “Application”).² The facts set forth in the Declaration are personally known to me and, if called as a witness, I would testify to them.

3. The Debtors recognize that a comprehensive review is necessary when selecting and managing investment bankers to ensure that bankruptcy professionals are subject to the same client-driven market focus, scrutiny, and accountability as professionals in non-bankruptcy engagements. To that end, the review process utilized by the Debtors assessed investment bankers

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 set forth in the Application.

based on their expertise in the marketing and selling of assets and equity interests in similar engagements as well as familiarity and understanding of the business, operations and financial affairs of the Debtors.

4. The Debtors engaged SSG as their investment banker pursuant to the Engagement Agreement attached as Exhibit D to the Application. The Debtors retained SSG because of its diverse experience and knowledge in the restructuring of troubled companies and in completing challenging financial transactions in the healthcare sector. I believe that SSG is both well qualified and uniquely able to assist the Debtors in the Chapter 11 Cases in an efficient and timely manner.

5. SSG has informed the Debtors that the compensation structure set forth in the Engagement Agreement are comparable to compensation structures SSG has agreed to in non-bankruptcy engagements. As discussed below, I am responsible for reviewing the statements and invoices submitted by SSG pursuant to the Engagement Agreement, and can confirm that the compensation structure SSG charged the Debtors before the Petition Date is the same as the compensation structure that SSG will charge the Debtors after the Petition Date.

6. The Debtors further recognize that it is their responsibility to monitor closely the statements and invoices submitted by SSG to ensure the fees paid by the estates remain consistent with the Debtors' expectations and the exigencies of the Chapter 11 Cases. The Debtors will continue to thoroughly review the statements and invoices submitted by SSG.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: March 11, 2024

Respectfully submitted,

/s/ Dean Vomero

Dean Vomero

Chief Restructuring Officer

**Burgess BioPower, LLC and
Berlin Station, LLC**

Exhibit D
Engagement Agreement



October 6, 2023

EXECUTION VERSION

Mr. John R. Halle
Director
Berlin Station, LLC
Burgess BioPower
One Community Street
Berlin, NH 03570

Dear Mr. Halle:

This agreement ("Engagement Agreement") will serve as the contract between Berlin Station, LLC and Burgess BioPower ("Berlin Station", "Burgess BioPower", or collectively, the "Companies") and SSG Advisors, LLC ("SSG") regarding the retention of SSG as exclusive investment banker to the Companies for the purposes outlined in this Engagement Agreement. SSG's responsibilities hereunder involve providing investment banking services to the Companies, on an exclusive basis, focusing on: (i) a Restructuring Transaction; and/or (ii) a Sale Transaction.

A. **SSG's Role:**

1. Restructuring Services

- Advise and assist Berlin Station and Burgess BioPower in the negotiation with various stakeholders, in regard to a possible Restructuring of existing claims and equity.

2. Sale Services

- Advise the Companies on, and assist the Companies in the preparation of, an information memorandum describing the Companies and their management and financial status for use in discussions with prospective purchasers and assist in the due diligence process for a potential Sale Transaction;
- Assist the Companies in developing a list of suitable potential buyers who will be contacted on a discreet and confidential basis after approval by the Companies;
- Coordinate the execution of confidentiality agreements for potential buyers wishing to review the information memorandum;
- Assist the Companies in coordinating site visits for interested buyers and work with the management team to develop appropriate presentations for such visits;
- Solicit competitive offers from potential buyers;

Mr. John R. Halle
October 6, 2023
Page 2

- Advise and assist the Companies in structuring the Sale Transaction, negotiating the agreements with potential buyers and evaluating any proposals from potential buyers, including, without limitation, advising and negotiating with respect to a Sale Transaction;
- Otherwise assist the Companies, their attorneys and financial advisors, as necessary, through closing on a best efforts basis.

In performing the services described above, the Companies will furnish or cause to be furnished to SSG such information as SSG reasonably believes appropriate to the execution of its engagement hereunder (all such information so furnished being the "Information"). The Companies represent to SSG that all Information furnished by them or their agents will be complete and correct in all material respects, to the best of their knowledge, and that until the expiration of SSG's engagement hereunder, they will advise SSG immediately of the occurrence of any event or any other change known by them or their agents that results in the Information ceasing to be complete and correct in all material respects. The Companies recognize and confirm that SSG: (a) will use and rely primarily on the Information and on information available from generally recognized public sources in performing the services contemplated hereby without having independently verified any of the same; (b) does not assume responsibility for accurateness or completeness of the Information and such other information; and (c) will not make an appraisal of any of the assets or liabilities of the Companies.

The Companies agree that SSG shall be the exclusive investment banker in connection with any Restructuring Transaction or Sale Transaction undertaken with respect to the Companies during the Engagement Term of this Engagement Agreement. The Companies agree that, during the Engagement Term, SSG shall have the exclusive authority to initiate and conduct discussions and assist and advise the Companies in their negotiations with all prospective purchasers and investors in connection with any Restructuring Transaction or Sale Transaction. In that regard, the Companies agree to identify to SSG: (a) all prospective purchasers and investors who have been in contact with the Companies prior to the date hereof and (b) all prospective purchasers and investors who contact the Companies during the Engagement Term.

SSG will consult with and advise the Companies with respect to the financial aspects of any proposed Restructuring Transaction or Sale Transaction, including price, terms, and conditions of a Sale Transaction. SSG will not, however, have any authority to bind the Companies with respect to any proposed Restructuring Transaction or Sale Transaction. Likewise, nothing contained herein shall require the Companies to accept the terms of any proposal and the Companies shall at all times have the right in their sole and absolute discretion to reject any proposed Restructuring Transaction or Sale Transaction regardless of the terms proposed.

B. SSG's Compensation

As compensation for providing the foregoing services, SSG shall receive the following:

Mr. John R. Halle
October 6, 2023
Page 3

1. Initial Fee. An initial fee (the "Initial Fee") equal to \$150,000 due upon signing this Engagement Agreement.
2. Monthly Fees. Monthly fees (the "Monthly Fees") of \$75,000 per month payable beginning November 1, 2023 and on the first (1st) of each month thereafter throughout the Engagement Term.
3. Restructuring Fee. Upon the Closing of a Restructuring, SSG shall be entitled to a fee ("Restructuring Fee") payable in cash, in federal funds via wire transfer or certified check, at and as a condition of closing of such Restructuring equal to \$850,000.
4. Sale Fee. Upon the consummation of a Sale Transaction to any party, including a stalking horse purchaser or credit bid or a qualified overbid to a stalking horse purchaser and/or credit bid as set forth below, SSG shall be entitled to a fee (the "Sale Fee"), payable in cash, in federal funds via wire transfer or certified check, at and as a condition of closing of such Transaction and as a direct carveout from proceeds and cash, prior in right to any pre- and post-petition secured debt, equal to the following:
 - (a) In the event of a stalking horse purchaser that is an existing equity holder or an affiliate thereof of the Companies or in the event of a credit bid by the secured creditors, or any of them, without a qualified overbid, then SSG's Sale Fee shall be \$650,000.
 - (b) In the event of a Sale Transaction to a third party, or in the event that a qualified overbid is received topping any stalking horse bid and/or credit bid, then SSG's Sale Fee shall be the greater of \$850,000, or three and one half (3.5%) percent of Total Consideration.
4. In addition to the foregoing Initial Fee, Monthly Fee and Sale Fee noted above whether or not a Restructuring Transaction or a Sale Transaction is consummated, SSG will be entitled to reimbursement for all of SSG's reasonable and documented out-of-pocket expenses incurred in connection with the subject matter of this Engagement Agreement.

C. **Definitions**

For the purpose of this Engagement Agreement:

Restructuring Transaction means and includes the restructuring of existing and prospective Companies' stakeholder claims, including, but not limited to, Berlin Station and Burgess BioPower's secured lenders, unsecured claims, landlords, and equity, that results in the Closing of a confirmed plan of reorganization ("CPOR").

Sale Transaction means and includes any transaction involving the sale or transfer, directly or indirectly, of all or substantially all of the assets, secured debt or equity of Companies.

Total Consideration shall mean the purchase price paid at the time of the effective date of the Sale for the equity, assets or any portion of either, debt, plus the assumption or payoff of indebtedness, secured and unsecured, and/or payables,

Mr. John R. Halle
October 6, 2023
Page 4

equipment leases (operating and capitalized) and real estate leases (operating and capitalized).

For purposes of computing any fees payable to SSG hereunder, non-cash consideration shall be valued as follows: (a) publicly traded securities shall be valued in the manner specified in the definitive agreement for the Sale Transaction, or, if not so specified, at the average of their closing prices (as reported in The Wall Street Journal) for the five (5) trading days prior to the closing of the Sale Transaction; and (b) any other non-cash consideration shall be valued at the fair market value thereof as determined in good faith by the Companies and SSG. If such aggregate consideration may be increased by contingent payments such as an “earnout” or other monetary agreement in the transaction, the portion of SSG’s fee relating thereto shall be calculated and paid when and as such contingent payments or other monetary amounts are received.

Transaction shall mean and include a Restructuring Transaction and a Sale Transaction, as determined above.

Transaction Fee shall mean and include a Restructuring Fee and a Sale Fee, as determined above.

D. **Term of Engagement**

This Engagement Agreement shall remain in force (the “Engagement Term”) for a period of four (4) months from the date of signing this Engagement Agreement and will continue thereafter unless terminated by either party upon five (5) days prior written notice to the other; provided, however, that either party may terminate this Engagement Agreement by written notice immediately upon the closing of a Sale Transaction. Upon the termination of this Engagement Agreement, neither party shall have any further obligations to the other except that: (a) termination of the Engagement Agreement shall not affect SSG’s right to indemnification under the Indemnification paragraph below; (b) the Companies shall remain obligated to pay SSG any unpaid Monthly Fees and to reimburse SSG for any expenses incurred through the date of the termination of the Engagement Agreement; and (c) if a Sale Transaction is consummated within nine (9) months (“Trailer Term”) of the termination of this Engagement Agreement, the Companies shall remain obligated to pay a Sale Fee, as calculated above. Sections B, D, E, F and G (entitled Compensation, Term of Engagement, Indemnification, Miscellaneous, and Scope of SSG’s Duties, respectively) of this Engagement Agreement shall survive the expiration or termination of this Engagement Agreement indefinitely.

E. **Indemnification**

The Companies hereby acknowledge and agree to the indemnification arrangements between the parties hereto as described on Attachment A hereto, which Attachment is incorporated herein and forms an integral part hereof.

Mr. John R. Halle
October 6, 2023
Page 5

F. **Miscellaneous**

No fee payable to any other financial advisor or finder by the Companies in connection with the subject matter of this Engagement Agreement shall reduce or otherwise affect any fee payable to SSG hereunder. This Engagement Agreement sets forth the entire understanding of the parties relating to the subject matter hereof and supersedes and cancels any prior communications, understandings and agreements between the parties hereto. This Engagement Agreement cannot be modified or changed, nor can any of its provisions be waived, except by written agreement signed by both parties. The benefits of this Engagement Agreement shall inure to the respective successors and assigns of the parties hereto and of the Indemnified Parties and their respective successors, assigns and representatives, and the obligations and liabilities assumed in this Engagement Agreement by the parties hereto shall be binding upon their respective successors and assigns.

This Engagement Agreement may be executed in any number of counterparts, which counterparts, taken together, shall constitute one and the same Engagement Agreement.

G. **Scope of Duties**

The Companies hereby acknowledge and agree that: (a) they have retained SSG for the purposes set forth in the Engagement Agreement and that the rights and obligations of the parties hereto are contractual in nature, and (b) SSG has not made any warranties or guarantees of any nature with respect to the success or satisfactory conclusion of any Sale Transaction or as to the economic, financial or other results which may be obtained or experienced by the Companies as a result thereof.

H. **Bankruptcy Court Proceedings**

In the event the Companies file one or more Bankruptcy Cases during the Engagement Term, the Companies shall use their best commercially reasonable efforts to have SSG employed upon the same or substantially similar terms and shall have this Engagement Agreement and SSG's retention as the Companies' exclusive investment banker approved by a Court of competent jurisdiction.

I. **Other Matters**

SSG has the right, following a Restructuring Transaction or a Sale Transaction closing, to place advertisements in financial and other newspapers and journals and to send email advertising at its own expense describing its services to the Companies hereunder.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), SSG is required to obtain, verify and record information that identifies its clients, which information may include the name and address of the Companies, the Companies and their senior management team as well as other information that will allow SSG to properly identify its clients. Additionally, SSG maintains important disclosures on its web site www.ssgca.com. These disclosures may be updated periodically on an as-needed basis. The Companies agree to accept and receive all of these disclosures by electronically

Mr. John R. Halle
October 6, 2023
Page 6

accessing the website referenced above and acknowledges that printed hard copies of these disclosures are available upon request by contacting SSG directly at (610) 940-1094.

J. **Securities Platform**

All transactions involving the sale or purchase of any security (as defined by the Securities Exchange Act of 1934 or the rules and regulations promulgated there under) are offered through SSG Capital Advisors, LLC. ("SCA") which is an affiliated registered Broker-Dealer in good standing with the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC"). Principals of SSG are registered representatives of SCA. Therefore, SCA is included collectively as "SSG" with all the rights and obligations thereto under the terms of this Engagement Agreement.

To the extent a Transaction Fee is payable to SSG in connection with Sale Transaction constituting the purchase or sale of any security (as defined by the Securities Exchange Act of 1934 or the rules and regulations promulgated there under), such Transaction Fee (excluding the Initial Fee and Monthly Fees) shall be specifically paid to SCA.

Any amendment, modification or other changes to this Engagement Agreement must be in writing and signed by both parties to be enforceable.

Please indicate your acceptance of the foregoing by executing and returning the enclosed copy of this letter.

SSG ADVISORS, LLC

By: 
Teresa C. Kohl
Managing Director


J. Scott Victor
Managing Director

ACCEPTED:

BERLIN STATION, LLC

By: _____
John R. Halle
Director

Date

BURGESS BIOPOWER

By: _____
John R. Halle
Director

Date

Mr. John R. Halle
October 6, 2023
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**ATTACHMENT A
INDEMNIFICATION PROVISIONS**

The Companies agree to indemnify, defend and hold harmless SSG or SCA, and their affiliates, the respective partners, members, directors, officers, agents and employees of SSG, SCA, and their affiliates and each other person, if any, controlling SSG, SCA, and their affiliates (the foregoing being referred to herein individually as an "Indemnified Party" and collectively as the "Indemnified Parties") from and against any and all losses, claims, damages, liabilities or costs, as and when incurred, to which such Indemnified Party may become subject to or which are asserted against any Indemnified Party, directly or indirectly, in any way related to SSG acting for the Companies under the Engagement Agreement of which this Attachment A forms a part, including, without limitation, in connection with: (a) any act or omission by SSG related to its engagement as financial advisor under the Engagement Agreement; or (b) SSG's acceptance, or its performance or non-performance, of its obligations under said Engagement Agreement. The Companies will reimburse the Indemnified Parties for any reasonable and documented legal or other expenses incurred by them, as and when incurred, in connection with investigating, preparing or defending any such losses, claims, damages or liabilities or any action in respect thereof, whether or not in connection with pending or threatened litigation, and whether or not any Indemnified Party is a party thereto; provided, however, that the Companies shall not be liable under the foregoing indemnity agreement in respect of any liability to the extent that such liability is found in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted primarily from SSG's gross negligence, bad faith or willful misconduct in the performance of its duties under said Engagement Agreement (and in such event, expenses of SSG paid by the Companies in advance that are reasonably attributable thereto shall be promptly reimbursed in full to the Companies). The Companies agree that reliance by SSG on any publicly available information, the information supplied by the Companies to SSG in connection with said Engagement Agreement or any directions furnished by the Companies shall not constitute negligence, bad faith or willful misconduct by SSG.

The provisions of this Attachment A shall survive any termination of said Engagement Agreement.



February 4, 2024

FIRST ADDENDUM EXECUTION VERSION

Mr. John R. Halle
Director
Berlin Station, LLC
Burgess BioPower
One Community Street
Berlin, NH 03570

Dear Mr. Halle:

This agreement will serve as an addendum ("First Addendum") to the Engagement Agreement dated October 6, 2023 by and between Berlin Station, LLC and Burgess BioPower ("Berlin Station", "Burgess BioPower", or collectively, the "Companies") and SSG Advisors, LLC ("SSG") in connection with SSG's engagement as exclusive investment banker to the Companies.

All defined terms that are capitalized in the Engagement Agreement remain in place for this First Addendum with the following modifications listed below:

1. SSG's Role in connection with Restructuring Services is further defined as follows:
 - Assist the Companies, their attorneys and financial advisors in evaluation of restructuring options and preparing a plan of reorganization as well as a disclosure statement;
 - Provide financial modeling services, enterprise valuation services, feasibility analysis, and supporting financial and claims analysis;
 - Provide reports and expert testimony in support of valuation and within the areas of SSG's expertise as requested by the Companies and their attorneys;
 - Otherwise assist the Companies, their attorneys and financial advisors, as necessary, through confirmation of a plan of reorganization.
2. Upon the Closing of a Restructuring, SSG shall be entitled to a fee ("Restructuring Fee") payable in cash, in federal funds via wire transfer or certified check, at and as a condition of closing of such Restructuring equal to \$750,000.
3. In the event of a stalking horse purchaser that is an existing equity holder or an affiliate thereof of the Companies or in the event of a credit bid by the secured creditors, or any of them, without a qualified overbid, then SSG's Sale Fee shall be \$550,000.
4. The Transaction Fee shall be reduced by 50% of the Monthly Fees paid, beginning March 1, 2024. No credit shall be provided for the Initial Fee or Monthly Fees paid prior to March 1, 2024.

February 4, 2024


Page 2

5. For the avoidance of doubt, SSG shall only be entitled to one Transaction Fee, the greater of a Restructuring Fee or a Sale Fee.

Any further addendum, modification or other changes to the Engagement Agreement and this Addendum must be in writing and signed by both parties to be enforceable.

Please indicate your acceptance of the foregoing by executing and returning the enclosed copy of this First Addendum.

SSG ADVISORS, LLC

By: 
Teresa C. Kohl
Managing Director


J. Scott Victor
Managing Director

ACCEPTED:


BERLIN STATION, LLC

By: DocuSigned by:

40009E7493F143F
John R. Halle
Director

2/7/2024
Date

BURGESS BIOPOWER

By: DocuSigned by:

40009E7493F143F
John R. Halle
Director

2/7/2024
Date