

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

In re BURGESS BIOPOWER, LLC, <i>et al.</i> , ¹ Debtors.	Chapter 11 Case No. 24-10235 (LSS) (Jointly Administered)
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NOTICE OF FILING OF PLAN SUPPLEMENT FOR THE FIRST AMENDED JOINT CHAPTER 11 PLAN FOR BURGESS BIOPOWER, LLC AND BERLIN STATION, LLC

PLEASE TAKE NOTICE that, on April 11, 2024, the Debtors filed the *First Amended Joint Chapter 11 Plan for Burgess BioPower, LLC and Berlin Station, LLC* (as amended or modified, the “Plan”) [D.I. 311].²

PLEASE TAKE FURTHER NOTICE that, on April 15, 2024, the Bankruptcy Court entered the *Order (A) Approving the Adequacy of the Disclosure Statement; (B) Approving the Solicitation and Notice Procedures with Respect to Confirmation of the First Amended Joint Plan of Reorganization of Burgess BioPower, LLC and Berlin Station, LLC; (C) Approving the Forms of Ballots and Notices in Connection Therewith; (D) Scheduling Certain Dates with Respect Thereto; and (E) Granting Related Relief* (the “Order”) [D.I. 320].

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the Debtors hereby submit this plan supplement (the “Plan Supplement”), consisting of the following documents, each as may be amended, modified, or supplemented from time to time by the Debtors:

EXHIBIT	PLAN SUPPLEMENT DOCUMENT
A	Schedule of Assumed Contracts
B	Schedule of Retained Causes of Action

PLEASE TAKE FURTHER NOTICE that, subject to the terms and conditions of the Plan, the Debtors reserve all rights to amend, revise, or supplement this Plan Supplement, and any of the documents and designations contained herein.

PLEASE TAKE FURTHER NOTICE that a hearing (the “Confirmation Hearing”) to consider, among other things, confirmation of the Plan, shall be held on May 21, 2024 at 10:00 a.m. (ET) before the Honorable Laurie Selber Silverstein, United States Bankruptcy Judge, at the

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtors’ 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 and not defined herein shall have the meanings ascribed to them in the Plan.

United States Bankruptcy Court for the District of Delaware, 824 Market Street, 6th Floor, Wilmington, Delaware 19801. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on other parties entitled to notice.

Dated: May 7, 2024
Wilmington, Delaware

/s/ Katharina Earle

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EXHIBIT A

Schedule of Assumed Contracts¹

¹ This Schedule incorporates by reference Plan § V.A.4, which provides for assumption of the Lease and Right to Use Agreement in the Stand-Alone Restructuring Scenario.

No.	Debtor Name	Counterparty Name	Description of Contract	Cure Amount
1	Burgess BioPower, LLC	Caterpillar Financial Services Corporation	Master Services Agreement, dated as of October 15, 2015, by and between Burgess BioPower, LLC and Caterpillar Financial Services Corporation, as supplemented by (i) that certain Schedule No. 1, dated as of October 15, 2015, as amended by Amendment No. 1 to Burgess BioPower LLC Schedule No. 1, dated as of January 1, 2017, and (ii) that certain Schedule No. 2, dated as of June 6, 2019	\$0.00
2	Burgess BioPower, LLC	Cemtek Environmental, Inc.	CEMTEK Services Agreement – S2024_087	\$0.00
3	Burgess BioPower, LLC	Cintas	Standard Rental Service Agreement, dated as of October 25, 2023, by and between Burgess BioPower, LLC and Cintas	\$0.00
4	Burgess BioPower, LLC	Constellation NewEnergy, Inc.	Constellation NewEnergy, Inc. Electricity Supply Agreement – Fixed Price Solutions, dated as of November 8, 2022, by and between Burgess BioPower, LLC and Constellation NewEnergy, Inc.	\$30,000.00
5	Burgess BioPower, LLC	Irving Oil Marketing, Inc.	Cardholder Agreement – General Terms and Conditions, by Irving Oil Marketing, Inc.	\$0.00
6	Burgess BioPower, LLC	W.B. Mason	Full Service Maintenance Agreement, dated as of January 3, 2024, by and between Burgess BioPower, LLC and W.B. Mason	\$0.00
7	Berlin Station, LLC	Berlin Water Works	BWW Water Supply Agreement – Berlin Station, LLC – Power Project, dated as of July 18, 2011, by and between Berlin Station, LLC and Berlin Water Works.	\$0.00
8	Berlin Station, LLC	CEmteek KVB-Enertec	Emissions Monitoring Equipment Supply and Services, dated as of March 20, 2023, by and between Berlin Station, LLC and CEmteek KVB-Enertec	\$0.00

No.	Debtor Name	Counterparty Name	Description of Contract	Cure Amount
9	Berlin Station, LLC	City of Berlin, New Hampshire	Low Strength Wastewater Treatment Agreement, dated as of August 10, 2015, by and between Berlin Station, LLC and the City of Berlin, New Hampshire, as amended on February 7, 2018	\$0.00
10	Berlin Station, LLC	Emerson Process Management Power & Water Solutions, Inc.	Maintenance Contract (MC712) Renewal Offer, dated as of January 9, 2024, by and between Berlin Station, LLC and Emerson Process Management Power & Water Solutions, Inc., as supplemented by the Lifecycle Services Product Support Contract, dated as of February 1, 2024, by and between Berlin Station, LLC and Emerson Process Management Power & Water Solutions, Inc	\$0.00
11	Berlin Station, LLC	ISO New England, Inc.	Market Participant Service Agreement, dated as of March 1, 2010, by and between Berlin Station, LLC, as successor-in-interest to Laidlaw Berlin Biopower, LLC, and ISO New England Inc.	\$0.00
12	Berlin Station, LLC	Northeast Utilities Service Company on behalf of Public Service Company of New Hampshire	Large Generator Interconnection Agreement, dated as of July 18, 2011, by and among Berlin Station, LLC, ISO New England Inc. and Northeast Utilities Service Company on behalf of Public Service Company of New Hampshire	\$28,209.68
13	Berlin Station, LLC	Resource Management, Inc.	Agreement to Provide Wood Ash Recycling Services for the Burgess Biopower Project in Berlin, NH, dated as of April 20, 2011, by and between Berlin Station, LLC and Resource Management, Inc., as amended on January 14, 2019	\$0.00

EXHIBIT B

Schedule of Retained Causes of Action

Schedule of Retained Causes of Action

Article IV.A.8 of the Plan provides as follows:

In accordance with section 1123(b) of the Bankruptcy Code, unless expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or assigned to the Purchaser(s) in any Sale Transaction(s), the Reorganized Debtors and Wind-Down Debtors, as applicable, shall retain and may enforce all rights to commence or pursue any and all Causes of Action of the applicable Debtors' Estates, not otherwise so waived, relinquished, exculpated, released, compromised, settled or assigned (as the case may be), whether arising before or after the Petition Date, including, but not limited to, any actions specifically enumerated in the Schedule of Retained Causes of Action, and the Reorganized Debtors' or the Wind-Down Debtor(s)' rights to commence, prosecute, compromise, settle or release such Causes of Action shall be preserved notwithstanding the occurrence of the Plan Effective Date, other than the Claims and Causes of Action released pursuant to the releases and exculpations contained in Article VIII hereof. Unless any Cause of Action is expressly waived, relinquished, exculpated, released, compromised, or settled under the Plan or a Final Order, such Cause of Action is preserved for later adjudication, and no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to any such Cause of Action upon, after, or as a consequence of the Confirmation of the Plan or the occurrence of the Plan Effective Date.

No Person may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors, the Reorganized Debtors or the Wind-Down Debtor(s), as applicable, will not pursue any and all available Causes of Action against it. The Debtors, the Reorganized Debtors, and the Wind-Down Debtor(s), as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Person, except as otherwise expressly provided in the Plan, including Article VIII of the Plan.

The Reorganized Debtors and Wind-Down Debtor(s), as applicable, (i) reserve and shall retain all Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan and (ii) shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

Notwithstanding and without limiting the generality of Article IV.A.8 of the Plan, the Debtors expressly preserve all Causes of Action, including claims, defenses, cross-claims, and counter-claims related to current and potential litigation. Without limiting the full universe of

Causes of Action vesting in the Reorganized Debtors under the Plan, these Causes of Action include (but are not limited to) the following types of claims:

I. Claims Related to Insurance Policies

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, this Plan Supplement, or any amendments thereto, including, without limitation, Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, Refunds, or any other matters.

II. Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

Unless otherwise released by the Plan and/or settled pursuant to Bankruptcy Rule 9019, the Debtors expressly reserve all Causes of Action, including, for the avoidance of doubt, any and all Causes of Action against or related to all entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal or judicial or non-judicial, regardless of whether such entity is identified in the Plan, this Plan Supplement, or any amendments thereto, including claims to avoid and recover preferences, fraudulent conveyances, unjust enrichment, breach of fiduciary duty, damages, aiding and abetting breach of fiduciary duty.

III. Causes of Action Related to Accounts Receivable Claims

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action, against or related to all entities that owe or that may in the future owe money to the Debtors or Reorganized Debtors, regardless of whether such entity is expressly identified in the Plan, this Plan Supplement, or any amendments thereto.

IV. Causes of Action Related to Accounts Payable Claims

Unless otherwise released by the Plan and without affecting the discharge provided to the Debtors under the Plan, the Debtors expressly reserve all Causes of Action, against or related to all entities who assert or may assert that the Debtors or Reorganized Debtors, as applicable, owe money to them, regardless of whether such entity is expressly identified in the Plan, this Plan Supplement, or any amendments thereto.

V. Causes of Action Related to Deposits, Adequate Assurance, and Other Collateral Postings

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all postings of security deposits, adequate assurance payments, or any other type of deposit, prepayment, or collateral, regardless of whether such

posting of security deposit, adequate assurance payment, or any other type of deposit, prepayment, or collateral is specifically identified herein.

VI. Causes of Action Related to Disputed Claims

Unless otherwise specifically released, settled, compromised, transferred, or assigned under the Plan, all rights, claims, defenses, any Causes of Action against any holder of a Claim seeking to collect a distribution from or assert other rights against the Estates or Reorganized Debtors, whether at law or equity, under any theory and of any nature whatsoever, unless and until each of such holder's Claim become Allowed.