FORM 8-K

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Enviva Partners, LP
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (date of earliest event reported): **June 3, 2021**

Enviva Partners, LP

(Exact name of registrant as specified in its charter)

Delaware	**001-37363**	**46-4097730**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)
7272 Wisconsin Ave. Suite 1800 **Bethesda, MD** (Address of principal executive offices)		**20814** (Zip code)

(301) 657-5560
Registrant's telephone number, including area code:

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Units	EVA	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

Contribution Agreement

On June 3, 2021, Enviva, LP ("ELP"), a wholly owned subsidiary of Enviva Partners, LP (the "Partnership"), entered into a contribution agreement (the "Contribution Agreement") with Enviva Holdings, LP, a Delaware limited partnership (the "Sponsor"), and Enviva Development Holdings, LLC, a Delaware limited liability company ("DevCo") and wholly owned subsidiary of the Sponsor. Pursuant to the terms of the Contribution Agreement, DevCo agreed to sell to ELP all of the limited liability company interests in Enviva JV2 Holdings, LLC, the indirect owner of a wood pellet production plant under construction in Lucedale, Mississippi (the "Lucedale plant") and a deep-water marine terminal under construction in Pascagoula, Mississippi (the "Pascagoula terminal"), for total consideration of approximately $260.0 million, subject to certain adjustments. We refer to this acquisition as the "Drop-Down." In connection with the Drop-Down, the Sponsor agreed to assign to ELP certain of its rights and obligations under certain off-take and related shipping contracts, which we refer to collectively with the Drop-Down as the "Acquisitions." The closing of the Acquisitions is expected to occur on or about July 1, 2021.

In connection with the Acquisitions, the Partnership expects that it will indirectly enter into a make-whole agreement with the Sponsor, pursuant to which (i) the Sponsor will guarantee certain cash flows from the Lucedale plant during the period from and including the quarter ended on September 30, 2021 through and including the five quarters (or, if the commercial operations date of the Lucedale plant is on the first day of a quarter, four quarters) following the quarter in which the commercial operations date of the Lucedale plant occurs (the "Make Whole Term"), (ii) the Sponsor will indirectly reimburse the Partnership for construction costs in excess of budgeted capital expenditures for the Pascagoula terminal and Lucedale plant, subject to certain exceptions, and (iii) the Partnership will indirectly pay to the Sponsor quarterly incentive payments for any wood pellets produced by the Lucedale plant in excess of forecast production levels during the Make Whole Term.

In connection with the Acquisitions, the Partnership expects to enter into an agreement with Enviva Management Company, LLC, a Delaware limited liability company and a wholly owned subsidiary of the Sponsor ("Enviva Management"), pursuant to which an aggregate of approximately $53.0 million in fees that otherwise would have been owed by the Partnership under the Partnership's management services agreement with Enviva Management will be waived with respect to the period from the closing of the Acquisitions through the fourth quarter of 2023. Another up to $4.0 million in fees will be waived conditionally during the period beginning January 1, 2022 and ending the earlier of December 31, 2024 and the first month during which the Lucedale plant achieves a minimum operational production level, with respect to each calendar quarter if certain production levels are not met with respect to each such quarter.

The amount and composition of the consideration for the Acquisitions was approved by a conflicts committee (the "Conflicts Committee") consisting of independent members of the board of directors of Enviva Partners GP, LLC (the "General Partner"), a Delaware limited liability company and the general partner of the Partnership. The Conflicts Committee retained legal and financial advisors to assist it in evaluating and negotiating the Contribution Agreement. In approving the terms of the Contribution Agreement, the Conflicts Committee based its decision in part on an opinion from its independent financial advisor that the consideration to be paid by the Partnership for the Acquisitions is fair, from a financial point of view, to the Partnership and the Unaffiliated Common Unitholders (as defined in such opinion).

The Contribution Agreement contains customary representations and warranties regarding the Acquisitions as well as customary covenants and indemnity provisions. The consummation of the Acquisitions is subject to the satisfaction of customary closing conditions, including the performance by the parties, in all material respects, of their respective covenants as set forth in the Contribution Agreement and, subject to certain exceptions, the accuracy of their respective representations and warranties as set forth in the Contribution Agreement. There is no assurance that the conditions to the consummation of the Acquisitions will be satisfied.

The foregoing description is not complete and is subject to and qualified in its entirety by reference to the full text of the Contribution Agreement, which is filed as Exhibit 2.1 to this Current Report on Form 8-K (this "Current Report") and incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On June 3, 2021, the Partnership issued a press release announcing the launch of an underwritten public offering (the "Equity Offering") of 4,000,000 common units representing limited partner interests in the Partnership ("Common Units"). Additionally, on June 3, 2021, the Partnership issued a press release announcing the pricing of the Equity Offering, which had been upsized to 4,400,000 Common Units. The Partnership granted the Underwriters (as defined below) a 30-day option to purchase up to an additional 525,000 Common Units, which was exercised in full on June 4, 2021. Copies of the press releases are attached hereto as Exhibits 99.1 and 99.2, respectively, and are incorporated herein by reference.

On June 3, 2021, the Partnership issued a press release announcing the Acquisitions. A copy of the press release is attached as Exhibit 99.3 hereto and incorporated herein by reference.

The information in Item 7.01 of this Current Report, including Exhibits 99.1, 99.2 and 99.3, is being "furnished" and shall not be deemed to be "filed" by the Partnership for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that Section, nor shall it be incorporated by reference into any filing under the Securities Act of 1933, as amended (the "Securities Act"), or the Exchange Act.

Item 8.01 Other Events.

Underwriting Agreement

On June 3, 2021, the Partnership entered into an underwriting agreement (the "Underwriting Agreement") with the General Partner and Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC, as representatives (the "Representatives") of the several underwriters named therein (the "Underwriters"), in connection with the Equity Offering. The Partnership expects the net proceeds from the Equity Offering to be approximately $191.0 million, after deducting estimated fees and expenses. The Partnership intends to use the net proceeds from the Equity Offering to fund a portion of the cash purchase price for the Acquisitions.

The issuance and sale of the Common Units have been registered under the Securities Act, pursuant to the Partnership's shelf registration statement on Form S-3 (Registration No. 333-232247) filed with the U.S. Securities and Exchange Commission on June 21, 2019 and declared effective on July 2, 2019. The Equity Offering is expected to close on June 8, 2021. Legal opinions relating to the validity of the Common Units and certain tax matters are filed herewith as Exhibits 5.1 and 8.1, respectively.

The Underwriting Agreement contains customary representations, warranties and agreements by the Partnership and customary conditions to closing, obligations of the parties and termination provisions. Additionally, the Partnership has agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act, or to contribute to payments the Underwriters may be required to make because of any of those liabilities. Furthermore, the Partnership has agreed with the Underwriters not to offer or sell any Common Units (or securities convertible into or exchangeable for Common Units), subject to limited exceptions, for a period of 60 days after the date of the Underwriting Agreement without the prior written consent of the Representatives.

The Underwriters and their respective affiliates have from time to time performed, and may in the future perform, various financial advisory, commercial banking and investment banking services for the Partnership and its affiliates in the ordinary course of business for which they have received and would receive customary compensation. In addition, in the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investments and securities activities may involve the Partnership's securities and/or instruments.

The foregoing description is not complete and is subject to and qualified in its entirety by reference to the full text of the Underwriting Agreement, which is filed as Exhibit 1.1 to this Current Report and is incorporated herein by reference.

Cautionary Statements

This Current Report includes "forward-looking statements" within the meaning of federal securities laws. Such forward-looking statements are subject to a number of risks and uncertainties, many of which are beyond the Partnership's control. All statements included in this Current Report, other than historical facts, are forward-looking statements. All forward-looking statements speak only as of the date of this Current Report. Although the Partnership believes that the plans, intentions and expectations reflected in or suggested by the forward-looking statements are reasonable, there is no assurance that these plans, intentions or expectations will be achieved. Therefore, actual outcomes and results could materially differ from what is expressed, implied or forecast in such statements.

Risk Factors Related to the Acquisitions and the Equity Offering

We may not consummate the Acquisitions, and the sale of Common Units in the Equity Offering is not conditioned on the consummation of the Acquisitions.

We intend to fund a portion of the aggregate purchase price for the Acquisitions with the net proceeds of the Equity Offering. However, we may not consummate the Acquisitions, which are subject to the satisfaction of customary closing conditions. There can be no assurance that such conditions will be satisfied or that the Acquisitions will be consummated.

The Equity Offering is not conditioned on the consummation of the Acquisitions. Therefore, upon the closing of the Equity Offering, you will become a holder of our Common Units regardless of whether the Acquisitions are consummated, delayed or terminated. If the Acquisitions are delayed or terminated, the price of our Common Units may decline.

If the Acquisitions are not consummated, our management will have broad discretion in the application of the net proceeds of the Equity Offering and could apply the net proceeds in ways that you or other unitholders may not approve. If this occurs, the price of our Common Units may be adversely affected.

If the Acquisitions are consummated, we may be unable to realize the associated anticipated cost savings, revenues or increase in distributable cash flow; as a result, we may be unable to pay increased per-unit distributions in connection with the proposed Acquisitions.

Our ability to realize the anticipated cost savings, revenues and expected increase in distributable cash flow and our ability to pay increased per-unit distributions in connection therewith, is dependent upon many different factors, such as our ability to operate the Lucedale plant and Pascagoula terminal in line with our expectations. If the cost to operate and maintain the Lucedale plant or Pascagoula terminal is higher than anticipated or the operations of such assets are not consistent with anticipated levels, we may not be able to generate the cash flows that we have projected. We cannot guarantee that the Acquisitions will be immediately accretive or that they will enable us to increase distributable cash flow and per-unit distributions. We may be unable to realize the anticipated benefits of the Acquisitions, which could have an adverse effect on our results of operations, business and financial position and our ability to pay distributions.

We will incur significant transaction and acquisition-related costs in connection with the Acquisitions.

We expect to incur significant costs associated with the Acquisitions and the integration of the assets from the Acquisitions into our existing portfolio of operating plants and terminals. The substantial majority of the expenses resulting from the Acquisitions will be composed of transaction costs, including professional fees, related to the Acquisitions and our integration efforts. Unanticipated costs may be incurred in the integration process. Although we expect that the elimination of duplicative costs, as well as the realization of other efficiencies related to the integration of the acquired assets with our assets, will allow us to offset incremental transaction- and acquisition-related costs over time, this net benefit may not be achieved in the near term, or at all.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	**Description**

1.1	Underwriting Agreement, dated June 3, 2021, by and among Enviva Partners, LP, Enviva Partners GP, LLC and Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC, as representatives of the several underwriters named therein.
2.1	Contribution Agreement, dated June 3, 2021, by and among Enviva Development Holdings, LLC, Enviva, LP, and Enviva Holdings, LP.
5.1	Opinion of Vinson & Elkins L.L.P., as to the validity of the Common Units.
8.1	Opinion of Vinson & Elkins L.L.P. regarding tax matters.
23.1	Consent of Vinson & Elkins L.L.P. (included in Exhibits 5.1 and 8.1).
99.1	Press release titled "Enviva Partners, LP Announces Public Offering of Common Units," dated June 3, 2021.
99.2	Press release titled "Enviva Partners, LP Prices Offering of Common Units," dated June 3, 2021.
99.3	Press release titled "Enviva Partners, LP Announces Accretive Drop-Down Transactions, Increases 2021 Guidance and Provides 2022 Guidance" dated June 3, 2021.
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Current Report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: June 7, 2021

ENVIVA PARTNERS, LP

By: Enviva Partners GP, LLC, as its sole general partner

By: /s/ Jason E. Paral
Name: Jason E. Paral
Title: Vice President, Associate General Counsel and Secretary

Exhibit 1.1

Execution Version

Enviva Partners, LP

4,400,000 Common Units

Representing Limited Partner Interests

UNDERWRITING AGREEMENT

June 3, 2021

Goldman Sachs & Co. LLC
J.P. Morgan Securities LLC

As Representatives of the several
Underwriters named in Schedule I attached hereto,

c/o Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282

c/o J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

Ladies and Gentlemen:

Enviva Partners, LP, a Delaware limited partnership (the "***Partnership***"), proposes to sell 4,400,000 common units (the "***Firm Units***") representing limited partner interests in the Partnership (the "***Common Units***"). In addition, the Partnership proposes to grant to the underwriters (the "***Underwriters***") named in Schedule I attached to this agreement (this "***Agreement***") an option to purchase up to 525,000 additional Common Units on the terms set forth in Section 2 (the "***Option Units***"). The Firm Units and the Option Units, if purchased, are hereinafter collectively called the "***Units***". This Agreement is to confirm the agreement concerning the purchase of the Units from the Partnership by the Underwriters. Enviva Partners GP, LLC, a Delaware limited liability company (the "***General Partner***"), serves as the general partner of the Partnership. Certain terms used in this Agreement are defined below in section 1(a) hereof.

1. *Representations, Warranties and Agreements of the Partnership*. The Partnership hereby represents, warrants and agrees that:

(a) A registration statement on Form S-3 (File No. 333-232247) relating to the Units has (i) been prepared by the Partnership in conformity with the requirements of the Securities Act of 1933, as amended (the "***Securities Act***"), and the rules and regulations of the Securities and Exchange Commission (the "***Commission***") thereunder; (ii) been filed with the Commission under the Securities Act; and (iii) become effective under the Securities Act. Copies of such registration statement and any amendment thereto have been delivered by the Partnership to you as the representatives (the "***Representatives***") of the Underwriters. As used in this Agreement:

(i) "***Applicable Time***" means 7:15 p.m. (New York City time) on June 3, 2021;

(ii) "***Effective Date***" means the date and time as of which such registration statement, or the most recent post-effective amendment thereto, if any, was declared effective by the Commission in accordance with the rules and regulations under the Securities Act;

(iii) "***Issuer Free Writing Prospectus***" means each "issuer free writing prospectus" (as defined in Rule 433 under the Securities Act) relating to the Units;

(iv) "***Preliminary Prospectus***" means any preliminary prospectus relating to the Units included in such registration statement or filed with the Commission pursuant to Rule 424(b) under the Securities Act;

(v) "***Pricing Disclosure Package***" means, as of the Applicable Time, the most recent Preliminary Prospectus, together with the information included in Schedule II hereto and each Issuer Free Writing Prospectus filed or used by the Partnership on or before the Applicable Time, other than a road show that is an Issuer Free Writing Prospectus but is not required to be filed under Rule 433 under the Securities Act;

(vi) "***Prospectus***" means the final prospectus relating to the Units, including any prospectus supplement thereto related to the Units, as filed with the Commission pursuant to Rule 424(b) under the Securities Act; and

(vii) "***Registration Statement***" means such registration statement, as amended as of the Effective Date, including any Preliminary Prospectus or the Prospectus, all exhibits to such registration statement and including the information deemed by virtue of Rule 430A under the Securities Act to be part of such registration statement as of the Effective Date.

Any reference to any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any documents incorporated by reference therein pursuant to Form S-3 under the Securities Act as of the date of such Preliminary Prospectus or the Prospectus, as the case may be. Any reference to the "most recent Preliminary Prospectus" shall be deemed to refer to the latest Preliminary Prospectus included in the Registration Statement or filed pursuant to Rule 424(b) under the Securities Act prior to or on the date hereof. Any reference to any amendment or supplement to any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any document filed under the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), after the date of such Preliminary Prospectus or the Prospectus, as the case may be, and before the date of such amendment or supplement and incorporated by reference in such Preliminary Prospectus or the Prospectus, as the case may be; and any reference to any amendment to the Registration Statement shall be deemed to include any document filed with the Commission pursuant to Section 13(a), 14 or 15(d) of the Exchange Act after the Effective Date and before the date of such amendment that is incorporated by reference in the Registration Statement.

The Commission has not issued any order preventing or suspending the use of any Preliminary Prospectus or the Prospectus or suspending the effectiveness of the Registration Statement, and no proceeding or examination for such purpose has been instituted or threatened by the Commission. The Commission has not notified the Partnership of any objection to the use of the form of the Registration Statement or any post-effective amendment thereto.

(b) Since the time of initial filing of the Registration Statement, the Partnership has been, and continues to be, eligible to use Form S-3 for the offering of the Units. The Partnership was not an "ineligible issuer" (as defined in Rule 405 under the Securities Act) at any such time or date. The Registration Statement was filed not earlier than the date that is three years prior to the applicable Closing Date.

(c) The Registration Statement conformed and will conform in all material respects on the Effective Date and on the applicable Delivery Date, and any amendment to the Registration Statement filed after the date hereof will conform in all material respects when filed, to the requirements of the Securities Act and the rules and regulations thereunder. The most recent Preliminary Prospectus conformed, and the Prospectus will conform, in all material respects when filed with the Commission pursuant to Rule 424(b) under the Securities Act and on the applicable Delivery Date to the requirements of the Securities Act and the rules and regulations thereunder. The documents incorporated by reference in any Preliminary Prospectus or the Prospectus conformed, and any further documents so incorporated will conform, when filed with the Commission, in all material respects to the requirements of the Exchange Act or the Securities Act, as applicable, and the rules and regulations of the Commission thereunder.

(d) The Registration Statement did not, as of the Effective Date, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading; *provided* that no representation or warranty is made as to information contained in or omitted from the Registration Statement in reliance upon and in conformity with written information furnished to the Partnership through the Representatives by or on behalf of any Underwriter specifically for inclusion therein, which information is specified in Section 8(e).

(e) The Prospectus will not, as of its date or as of the applicable Delivery Date, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that no representation or warranty is made as to information contained in or omitted from the Prospectus in reliance upon and in conformity with written information furnished to the Partnership through the Representatives by or on behalf of any Underwriter specifically for inclusion therein, which information is specified in Section 8(e).

(f) The documents incorporated by reference in any Preliminary Prospectus or the Prospectus did not, and any further documents filed and incorporated by reference therein will not, when filed with the Commission, contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) The Pricing Disclosure Package did not, as of the Applicable Time, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that no representation or warranty is made as to information contained in or omitted from the Pricing Disclosure Package made in reliance upon and in conformity with written information furnished to the Partnership through the Representatives by or on behalf of any Underwriter specifically for inclusion therein, which information is specified in Section 8(e).

(h) Each Issuer Free Writing Prospectus listed in Schedule III hereto, when taken together with the Pricing Disclosure Package, did not, as of the Applicable Time, contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that no representation or warranty is made as to information contained in or omitted from such Issuer Free Writing Prospectus listed in Schedule III hereto in reliance upon and in conformity with written information furnished to the Partnership through the Representatives by or on behalf of any Underwriter specifically for inclusion therein, which information is specified in Section 8(e).

(i) Each Issuer Free Writing Prospectus conformed or will conform in all material respects to the requirements of the Securities Act and the rules and regulations thereunder on the date of first use, and the Partnership has complied with all prospectus delivery and any filing requirements applicable to such Issuer Free Writing Prospectus pursuant to the Securities Act and rules and regulations thereunder. The Partnership has not made any offer relating to the Units that would constitute an Issuer Free Writing Prospectus without the prior written consent of the Representatives. The Partnership has retained in accordance with the Securities Act and the rules and regulations thereunder all Issuer Free Writing Prospectuses that were not required to be filed pursuant to the Securities Act and the rules and regulations thereunder.

(j) Each of the Partnership and the General Partner has been duly organized, is validly existing and in good standing as a limited partnership or limited liability company, as applicable, under the laws of its jurisdiction of organization and is duly qualified to do business and in good standing as a foreign business entity in each jurisdiction in which its ownership or lease of property or the conduct of its businesses requires such qualification, except where the failure to be so qualified or in good standing would not, in the aggregate, reasonably be expected to have a Material Adverse Effect. For purposes of this Agreement, "***Material Adverse Effect***" refers to an adverse change, in or affecting the condition (financial or otherwise), results of operations, members' equity/partners' capital, properties, management, business or prospects of the Partnership and its subsidiaries (collectively, the "***Partnership Entities***"), taken as a whole. Each of the Partnership and the General Partner has all limited partnership or limited liability company, as applicable, power and authority necessary to own or hold its properties and to conduct the businesses in which it is engaged in all material respects.

(k) The General Partner has all limited liability company power and authority to act as the general partner of the Partnership as described in the Registration Statement and the most recent Preliminary Prospectus.

(l) The Partnership has an authorized equity capitalization as set forth under the heading "Capitalization" in each of the most recent Preliminary Prospectus and the Prospectus as of the date or dates set forth therein, and, when the Units have been delivered and paid for in accordance with this Agreement on each Closing Date, all of the Units or other equity interests of the Partnership have been duly authorized and validly issued, are fully paid and non-assessable, conform to the description thereof contained in the most recent Preliminary Prospectus and were issued in compliance with federal and state securities laws and not in violation of any preemptive right, resale right, right of first refusal or similar rights. All of the Partnership's options, warrants and other rights to purchase or exchange any securities for units of the Partnership's partners' capital have been duly authorized and validly issued, conform to the description thereof contained in the most recent Preliminary Prospectus and were issued in compliance with federal and state securities laws. All of the issued shares of capital stock or other equity interests of each subsidiary of the Partnership have been duly authorized and validly issued, are fully paid and non-assessable and are owned directly or indirectly by the Partnership, free and clear of any lien, charge, encumbrance,

security interest, restriction on voting or transfer or any other claim of any third party (collectively, "***Liens***"), except for Liens pursuant to the Credit Agreement, dated as of April 9, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "***Credit Agreement***"), by, among others, the Partnership and the lenders party thereto from time to time.

(m) Except as described in the most recent Preliminary Prospectus or as set forth in the Partnership Agreement, there are no (i) preemptive rights or other rights to subscribe for or to purchase, nor any restriction upon the voting or transfer of, any equity securities of any of the Partnership Entities, or (ii) outstanding options or warrants to purchase any securities of any of the Partnership Entities. The offering or sale of the Units as contemplated by this Agreement will not give rise to any rights for or relating to the registration of any Common Units or other securities of the Partnership.

(n) The Partnership has full right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The Partnership has all requisite limited partnership power and authority to issue, sell and deliver the Units, in accordance with and upon the terms and conditions set forth in this Agreement, the Partnership Agreement and the most recent Preliminary Prospectus. All action required to be taken by the Partnership and the General Partner for the due and proper authorization, execution and delivery of this Agreement and the issuance, sale and delivery of the Units has been duly and validly taken.

(o) This Agreement has been duly authorized, executed and delivered by each of the Partnership and the General Partner.

(p) The Units have been duly authorized and, when issued and delivered in accordance with the terms of the Partnership Agreement and this Agreement against payment therefor as provided therein and herein, will be validly issued, fully paid and non-assessable, will conform to the descriptions thereof contained in the most recent Preliminary Prospectus, will be issued in compliance with federal and state securities laws and will be free of statutory and contractual preemptive rights, rights of first refusal and similar rights.

(q) The issuance and sale of the Units by the Partnership and the execution, delivery and performance of this Agreement by the Partnership and the General Partner will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, impose any Lien upon any property or assets of any of the Partnership Entities, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, license, lease or other agreement or instrument to which any of the Partnership Entities is a party or by which any of the Partnership Entities is bound or to which any of the property or assets of any of the Partnership Entities is subject; (ii) result in any violation of the provisions of the organizational documents of any of the Partnership Entities (collectively, the "***Organizational Documents***"); (iii) result in any violation of any statute or any judgment, order, decree, rule or regulation of any court or governmental agency or body having jurisdiction over the Partnership Entities or any of their respective properties or assets in a proceeding to which any of them is a party or their respective properties or assets are bound; or (iv) in the aggregate, reasonably be expected to have a material adverse effect on the performance of this Agreement or the consummation of the transactions contemplated hereby, except, with respect to clauses (i) and (iii), conflicts or violations that would not reasonably be expected to have a Material Adverse Effect.

(r) No consent, approval, authorization or order of, or filing, registration or qualification with, any court or governmental agency or body having jurisdiction over the Partnership or any of its respective properties or assets is required for (i) the issuance and sale of the Units by the Partnership, (ii) the execution, delivery and performance of this Agreement by the Partnership or (iii) the consummation of the transactions contemplated hereby, except (A) for the registration of the Units under the Securities Act and such consents, approvals, authorizations, orders, filings, registrations or qualifications as may be required under the Exchange Act, and applicable securities laws of any U.S. state or Canadian province and/or the bylaws and rules of the Financial Industry Regulatory Authority (the "***FINRA***") in connection with the purchase and sale of the Units by the Underwriters, (B) for such consents, approvals, authorizations, orders, filings, registrations or qualifications that have been obtained or made, (C) for any such consents, approvals, authorizations, orders, filings, registrations or qualifications the absence or omission of which would not reasonably be expected to materially impair the ability of Partnership to issue the Units or any other transactions provided for in this Agreement and (D) as described in the most recent Preliminary Prospectus.

(s) (i) The historical financial statements (including the related notes and supporting schedules) included or incorporated by reference in the most recent Preliminary Prospectus comply as to form in all material respects with the requirements of Regulation

S-X under the Securities Act and present fairly in all material respects the financial position of the Partnership Entities as of the dates indicated and the results of their operations and the changes in their cash flows for the periods specified; such financial statements have been prepared in conformity with generally accepted accounting principles ("***GAAP***") applied on a consistent basis throughout the periods covered thereby, except to the extent disclosed therein. The selected financial data and the summary financial information included in the most recent Preliminary Prospectus present fairly the information shown therein and have been compiled on a basis consistent with that of the audited financial statements included therein. All disclosures contained or incorporated by reference in the most recent Preliminary Prospectus regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply with Regulation G of the Exchange Act and Item 10 of Regulation S-K of the Securities Act, to the extent applicable.

(ii) The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Pricing Disclosure Package and the Prospectus fairly present the information called for in all material respects and are prepared in accordance with the Commission's rules and guidelines applicable thereto.

(t) No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) included or incorporated by reference in any of the Registration Statement, the Pricing Disclosure Package, the Prospectus or any "road show" (as defined in Rule 433 under the Securities Act) has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(u) Ernst & Young LLP, who have certified certain financial statements of the Partnership Entities, whose report appears in the most recent Preliminary Prospectus or is incorporated by reference therein and who have delivered the initial letter referred to in Section 7(g) hereof, are independent public accountants as required by the Securities Act and the rules and regulations thereunder; and KPMG LLP, whose report appears in the most recent Preliminary Prospectus or is incorporated by reference, were independent public accountants as required by the Securities Act and the rules and regulations thereunder during the periods covered by the financial statements on which they reported contained or incorporated by reference in the most recent Preliminary Prospectus.

(v) The Partnership Entities maintain systems of "internal control over financial reporting" (as defined in Rule 13a-15(f) of the Exchange Act) that comply with the requirements of the Exchange Act and have been designed by, or under the supervision of, their respective principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. The Partnership Entities maintain internal accounting controls sufficient to provide reasonable assurances regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, including, but not limited to, internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorization, (ii) transactions are recorded as necessary to permit preparation of the Partnership's financial statements in conformity with GAAP and to maintain accountability for its assets, (iii) access to the Partnership's assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for the Partnership's assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences. As of the date of the most recent balance sheet of the Partnership and its consolidated subsidiaries reviewed or audited by Ernst & Young LLP, there were no material weaknesses in the Partnership Entities' internal controls.

(w) (i) The Partnership Entities maintain disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act), (ii) such disclosure controls and procedures are designed to ensure that the information is accumulated and communicated to management of the General Partner, including the principal executive officer and principal financial officer of the General Partner, as appropriate, and (iii) to the extent required by Rule 13a-15 of the Exchange Act, such disclosure controls and procedures are effective in all material respects to perform the functions for which they were established.

(x) Since the date of the most recent balance sheet of the Partnership reviewed or audited by Ernst & Young, LLP, (i) the Partnership Entities have not been advised of or become aware of (A) any significant deficiencies or any material weaknesses in the design or operation of internal controls that are reasonably likely to adversely affect the ability of the Partnership Entities to record, process, summarize and report financial data, and (B) any fraud, whether or not material, that involves management or other employees who have a significant role in the internal controls of the Partnership Entities; and (ii) there have been no significant changes in internal

controls or in other factors that are reasonably likely to materially affect internal controls, including any corrective actions with regard to significant deficiencies and material weaknesses.

(y) There is not and has not been any failure on the part of the Partnership or any of the directors or officers of the General Partner, in their capacities as such, to comply with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith, in each case, that are effective and applicable to the Partnership.

(z) Except as described in the most recent Preliminary Prospectus, since the date of the latest audited financial statements of the Partnership Entities included or incorporated by reference in the most recent Preliminary Prospectus, (i) the Partnership Entities have not sustained any material loss or interference with their business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, (ii) the Partnership Entities have not declared, paid or made any dividend or distribution of any kind on the security interests of any Partnership Entity, (iii) the Partnership Entities have not incurred any material liability or obligation, direct or contingent, other than liabilities and obligations that were incurred in the ordinary course of business, (iv) the Partnership Entities have not entered into any material transaction not in the ordinary course of business, and (v) there has not been any material change in the partnership or limited liability company interests, as applicable, or long-term debt of the Partnership Entities, or any development involving a Material Adverse Effect.

(aa) The Partnership Entities have good and marketable title in fee simple to all real property and good and marketable title to all personal property owned by them, in each case free and clear of all Liens, except such Liens (i) as are described in the most recent Preliminary Prospectus, (ii) as are permitted by the Credit Agreement, or (iii) that do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Partnership Entities. All assets held under lease by the Partnership Entities are held by them under valid, subsisting and enforceable leases, with such exceptions as do not materially interfere with the use made and proposed to be made of such assets by the Partnership Entities as described in the most recent Preliminary Prospectus.

(bb) The Partnership Entities have such permits, licenses, patents, franchises, certificates of need and other approvals or authorizations of governmental or regulatory authorities ("***Permits***") as are necessary under applicable law to own their properties and conduct their businesses in the manner described in the most recent Preliminary Prospectus, except for any of the foregoing that would not, in the aggregate, reasonably be expected to have a Material Adverse Effect or except as described in the most recent Preliminary Prospectus. The Partnership Entities have fulfilled and performed all of their obligations with respect to the Permits, and no event has occurred that allows, or after notice or lapse of time would allow, revocation or termination thereof or results in any other impairment of the rights of the holder of any such Permits, except for any of the foregoing that could not reasonably be expected to have a Material Adverse Effect or except as described in the most recent Preliminary Prospectus. None of the Partnership Entities has received notice of any revocation or modification of any such Permits or has any reason to believe that any such Permits will not be renewed in the ordinary course, except those that would not reasonably be expected to have a Material Adverse Effect.

(cc) The Partnership Entities own or possess adequate rights to use all material patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, licenses, know-how, software, systems and technology (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures) necessary for the conduct of their respective businesses and have no reason to believe that the conduct of their respective businesses will conflict with, and have not received any notice of any claim of conflict with, any such rights of others, except as would not reasonably be expected to have a Material Adverse Effect.

(dd) Except as described in the most recent Preliminary Prospectus, there are no legal or governmental proceedings pending to which any of the Partnership Entities is a party or of which any property or assets of any of the Partnership Entities is subject that could, in the aggregate, reasonably be expected to have a Material Adverse Effect or could, in the aggregate, reasonably be expected to have a material adverse effect on the performance of this Agreement or the consummation of the transactions contemplated hereby; and to the Partnership's and the General Partner's knowledge, no such proceedings are threatened by governmental authorities or others.

(ee) There are no contracts or other documents required to be described in the Registration Statement or the most recent Preliminary Prospectus or filed as exhibits to the Registration Statement that are not described and filed as required. The statements made in the most recent Preliminary Prospectus, insofar as they purport to constitute summaries of the terms of the contracts and other documents described and filed, constitute accurate summaries of the terms of such contracts and documents in all material respects.

(ff) The statements made in or incorporated by reference in the most recent Preliminary Prospectus under the captions "Cash Distribution Policy and Restrictions on Distributions," "How We Make Distributions to Our Partners," "Business—Environmental Matters," "Business—Safety and Maintenance," "Certain Relationships and Related Transactions," "Conflicts of Interest and Fiduciary Duties," "Description of the Common Units," "The Partnership Agreement," and "Material U.S. Federal Income Tax Consequences," insofar as they purport to constitute summaries of the terms of certain statutes, rules or regulations, legal or governmental proceedings or contracts and other documents, constitute accurate summaries of the terms of such statutes, rules and regulations, legal and governmental proceedings and contracts and other documents referred to therein in all material respects.

(gg) The Partnership Entities carry, or are covered by, insurance from reputable insurers in such amounts and covering such risks as is reasonably adequate for the conduct of their respective businesses and the value of their respective properties and as is customary for companies engaged in similar businesses in similar industries. All policies of insurance of the Partnership Entities are in full force and effect; the Partnership Entities are in compliance with the terms of such policies in all material respects; and none of the Partnership Entities has received notice from any insurer or agent of such insurer that capital improvements or other expenditures are required or necessary to be made in order to continue such insurance; there are no material claims by the Partnership Entities under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; and the Partnership Entities have no reason to believe that they will not be able to renew their existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue their business at a cost that could not reasonably be expected to have a Material Adverse Effect.

(hh) No relationship, direct or indirect, exists between or among the Partnership Entities, on the one hand, and the directors, officers, unitholders, customers or suppliers of the Partnership Entities or the General Partner, on the other hand, that is required to be described in the most recent Preliminary Prospectus which is not so described.

(ii) No labor disturbance by or dispute with the employees of the Partnership Entities exists or, to the knowledge of the Partnership and the General Partner, is imminent that could reasonably be expected to have a Material Adverse Effect.

(jj) None of the Partnership Entities are (i) in violation of their charter or by-laws or similar organizational documents, (ii) in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant, condition or other obligation contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which any of the Partnership Entities are a party or by which any of the Partnership Entities are bound or to which any of property, right or asset of any of the Partnership Entities is subject, or (iii) in violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except in the case of clauses (ii) and (iii) above, for any such default or violation that would not, individually or in the aggregate, have a Material Adverse Effect.

(kk) Except as described in the most recent Preliminary Prospectus, the Partnership Entities (i) are, and at all times prior hereto were, in compliance with all laws, regulations, ordinances, rules, orders, judgments, decrees, permits or other legal requirements of any governmental authority, including without limitation any international, foreign, national, state, provincial, regional, or local authority, relating to pollution, the protection of human health or safety, the environment, or natural resources, or the use, handling, storage, manufacturing, transportation, treatment, discharge, disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants ("***Environmental Laws***") applicable to such entity, which compliance includes, without limitation, obtaining, maintaining and complying with all permits and authorizations and approvals required by Environmental Laws to conduct their respective businesses, and (ii) have not received notice or otherwise have knowledge of any actual or alleged violation of Environmental Laws, or of any actual or potential liability for or other obligation concerning the presence, disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants, except in the case of clause (i) or (ii) where such non-compliance, failure to receive the required permits or failure to comply with the terms and conditions of such permits, violation, liability, or other obligation would not, in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as described in the most recent Preliminary Prospectus, (x) there are no proceedings that are pending, or known to be contemplated, against the Partnership Entities under Environmental Laws in which a governmental authority is also a party, other than such proceedings regarding which it is reasonably believed no monetary sanctions of $100,000 or more will be imposed, (y) the Partnership is not aware of any issues regarding compliance with Environmental Laws, including any pending or proposed Environmental Laws, or liabilities or other obligations under Environmental Laws or concerning hazardous or toxic substances or wastes, pollutants or contaminants, that could reasonably be expected to have a material effect on the capital expenditures, earnings or competitive position of the Partnership Entities, and (z) none of the Partnership Entities anticipates material capital expenditures relating to Environmental Laws.

(ll) The Partnership Entities have filed all federal, state, local and foreign tax returns required to be filed through the date hereof, subject to permitted extensions, and have paid all taxes due, and no tax deficiency has been determined adversely to the Partnership Entities, nor does the Partnership have any knowledge of any tax deficiencies that have been, or could reasonably be expected to be asserted against any of the Partnership Entities, that could, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(mm) (i) Each "employee benefit plan" (within the meaning of Section 3(3) of the Employee Retirement Security Act of 1974, as amended ("***ERISA***")) for which the Partnership or any member of its "Controlled Group" (defined as any organization which is a member of a controlled group of corporations within the meaning of Section 414 of the Internal Revenue Code of 1986, as amended (the "***Code***")) would have any liability (each a "***Plan***") has been maintained in compliance with its terms and with the requirements of all applicable statutes, rules and regulations including ERISA and the Code; (ii) no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan excluding transactions effected pursuant to a statutory or administrative exemption; (iii) with respect to each Plan subject to Title IV of ERISA (A) no "reportable event" (within the meaning of Section 4043(c) of ERISA) has occurred or is reasonably expected to occur, (B) no "accumulated funding deficiency" (within the meaning of Section 302 of ERISA or Section 412 of the Code), whether or not waived, has occurred or is reasonably expected to occur, (C) the fair market value of the assets under each Plan exceeds the present value of all benefits accrued under such Plan (determined based on those assumptions used to fund such Plan), and (D) neither the Partnership nor any member of its Controlled Group has incurred, or reasonably expects to incur, any liability under Title IV of ERISA (other than contributions to the Plan or premiums to the Pension Benefit Guaranty Corporation in the ordinary course and without default) in respect of a Plan (including a "multiemployer plan", within the meaning of Section 4001(c)(3) of ERISA); and (iv) each Plan that is intended to be qualified under Section 401(a) of the Code is so qualified and nothing has occurred, whether by action or by failure to act, which would cause the loss of such qualification.

(nn) The statistical and market-related data included in the most recent Preliminary Prospectus and "road show" (as defined in Rule 433 under the Securities Act) are based on or derived from sources that the Partnership believes to be reliable in all material respects.

(oo) None of the Partnership Entities is, and as of the applicable Delivery Date and, after giving effect to the offer and sale of the Units by the Partnership and the application of the proceeds therefrom as described under "Use of Proceeds" in the most recent Preliminary Prospectus and the Prospectus, none of them will be, (i) an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended (the "***Investment Company Act***"), and the rules and regulations of the Commission thereunder, or (ii) a "business development company" (as defined in Section 2(a)(48) of the Investment Company Act).

(pp) Except as described in the most recent Preliminary Prospectus, there are no contracts, agreements or understandings between any Partnership Entity and any person granting such person the right to require the Partnership to file a registration statement under the Securities Act with respect to any securities of the Partnership owned or to be owned by such person or to require the Partnership to include such securities in the securities registered pursuant to the Registration Statement or in any securities being registered pursuant to any other registration statement filed by the Partnership under the Securities Act.

(qq) None of the Partnership Entities is a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against any of them or the Underwriters for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Units.

(rr) Neither the Partnership nor any of its affiliates (as defined in Rule 501(b) of Regulation D) has, directly or through any agent, sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act), that is or will be integrated with the Units contemplated by this Agreement pursuant to the Securities Act.

(ss) The Partnership has not (i) taken, directly or indirectly, any action designed to or that has constituted or that could reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Partnership or (ii) sold, bid for, purchased or paid any person (other than as contemplated by this Agreement) any compensation for soliciting purchases of the Units.

(tt) The Partnership Entities have not distributed and, prior to the later to occur of any Delivery Date and completion of the distribution of the Units, will not distribute any offering material in connection with the offering and sale of the Units other than any Preliminary Prospectus, the Prospectus, and any Issuer Free Writing Prospectus to which the Representatives have consented in accordance with Sections 1(i) and 6(a)(vi).

(uu) None of the Partnership Entities, nor, to the knowledge of the Partnership, any director, officer, agent, employee or other person associated with or acting on behalf of the Partnership Entities, has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom, or any other applicable anti-bribery or anti-corruption law; or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment. The Partnership Entities have instituted, maintain and enforce, policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws.

(vv) The operations of the Partnership Entities are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all jurisdictions where any of the Partnership Entities conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "***Money Laundering Laws***") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Partnership Entities with respect to the Money Laundering Laws is pending or, to the knowledge of the Partnership, threatened.

(ww) None of the Partnership Entities, their directors, officers, or agents, nor, to the knowledge of the Partnership, any agent or affiliate of the Partnership Entities is currently the subject of any U.S. sanctions regulations administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("***OFAC***") or the U.S. Department of State, the United Nations Security Council ("***UNSC***"), the European Union, Her Majesty's Treasury ("***HMT***"), or other relevant sanctions authority (collectively, "***Sanctions***"), including, without limitation, designation on OFAC's Specially Designated Nationals and Blocked Person List (an "***SDN***") or any person majority owned by an SDN, or where relevant under applicable Sanctions, controlled by a Sanctions target, nor are any of the Partnership Entities located, organized or resident in a country or territory that is the subject or target of Sanctions, including, without limitation, Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine (each, a "***Sanctioned Country***"); and the Partnership will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, initial purchaser, advisor, investor or otherwise) of Sanctions. For the past five years, the Partnership Entities have not knowingly engaged in, and are not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

(xx) The Partnership Entities' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "***IT Systems***") are adequate for, and operate and perform as necessary for the operation of the business of the Partnership Entities as currently conducted, except as would not, individually or in the aggregate, have a Material Adverse Effect. The Partnership Entities conduct industry-standard scans of its IT Systems to detect and address material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants. The Partnership Entities have implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their material confidential information and the integrity and security of all IT Systems and sensitive data (including all personal, personally identifiable, confidential or regulated data ("***Sensitive Data***")) used in connection with their businesses, and there have been no known breaches, violations, outages or unauthorized uses of or accesses to same, except as would not, individually or in the aggregate, have a Material Adverse Effect, and the Partnership Entities have not had a duty to notify any other person, nor any incidents under internal review or investigations relating to the same. The Partnership Entities are presently in material compliance with all applicable laws or statutes and all judgments, orders, and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations applicable to the privacy and security of its IT Systems and Sensitive Data and to the protection of such IT Systems and Sensitive Data from unauthorized use, access, misappropriation or modification.

(yy) The Partnership is not a "legal entity customer" for the purposes of 31 CFR § 1010.230(e).

Any certificate signed by any officer of the Partnership and delivered to the Representatives or counsel for the Underwriters in connection with the offering of the Units shall be deemed a representation and warranty by the Partnership, as to matters covered thereby, to each Underwriter.

2. *Purchase of the Units by the Underwriters.* On the basis of the representations, warranties and covenants contained in, and subject to the terms and conditions of, this Agreement, the Partnership agrees to sell 4,400,000 Firm Units to the several Underwriters, and each of the Underwriters, severally and not jointly, agrees to purchase the number of Firm Units set forth opposite that Underwriter's name in Schedule I hereto. The respective purchase obligations of the Underwriters with respect to the Firm Units shall be rounded among the Underwriters to avoid fractional units, as the Representatives may determine.

In addition, the Partnership grants to the Underwriters an option to purchase up to 525,000 additional Option Units. Such option is exercisable in the event that the Underwriters sell more Common Units than the number of Firm Units in the offering and as set forth in Section 4 hereof. Each Underwriter agrees, severally and not jointly, to purchase the number of Option Units (subject to such adjustments to eliminate fractional units as the Representatives may determine) that bears the same proportion to the total number of Option Units to be sold on such Delivery Date as the number of Firm Units set forth in Schedule I hereto opposite the name of such Underwriter bears to the total number of Firm Units.

The purchase price payable by the Underwriters for both the Firm Units and any Option Units is $43.652700 per unit, less, in the case of the Option Units, an amount per unit equal to any distributions declared by the Partnership on its Common Units and payable on the Firm Units but not payable on such Option Units.

The Partnership is not obligated to deliver any of the Firm Units or Option Units to be delivered on the applicable Delivery Date, except upon payment for all such Units to be purchased on such Delivery Date as provided herein.

3. *Offering of Units by the Underwriters*. Upon authorization by the Representatives of the release of the Firm Units, the several Underwriters propose to offer the Firm Units for sale upon the terms and conditions to be set forth in the Prospectus.

4. *Delivery of and Payment for the Units.* Delivery of and payment for the Firm Units shall be made at 10:00 A.M., New York City time, on the second full business day following the date of this Agreement or at such other date or place as shall be determined by agreement between the Representatives and the Partnership. This date and time are sometimes referred to as the "***Initial Delivery Date***". Delivery of the Firm Units shall be made to the Representatives for the account of each Underwriter against payment by the several Underwriters through the Representatives and of the respective aggregate purchase price of the Firm Units being sold by the Partnership of the purchase price by wire transfer in immediately available funds to the accounts specified by the Partnership. Time shall be of the essence, and delivery at the time and place specified pursuant to this Agreement is a further condition of the obligation of each Underwriter hereunder. The Partnership shall deliver the Firm Units through the facilities of The Depository Trust Company (the "***DTC***") unless the Representatives shall otherwise instruct.

The option granted in Section 2 will expire 30 days after the date of this Agreement and may be exercised in whole or from time to time in part by written notice being given to the Partnership by the Representatives *provided* that if such date falls on a day that is not a business day, the option granted in Section 2 will expire on the next succeeding business day. Such notice shall set forth the aggregate number of Option Units as to which the option is being exercised, the names in which the Option Units are to be registered, the denominations in which the Option Units are to be issued and the date and time, as determined by the Representatives, when the Option Units are to be delivered; *provided, however*, that this date and time shall not be earlier than the Initial Delivery Date nor earlier than the second business day after the date on which the option shall have been exercised nor later than the fifth business day after the date on which the option shall have been exercised. Each date and time the Option Units are delivered is sometimes referred to as an "***Option Units Delivery Date***", and the Initial Delivery Date and any Option Units Delivery Date are sometimes each referred to as a "***Delivery Date***".

Delivery of the Option Units by the Partnership and payment for the Option Units by the several Underwriters through the Representatives shall be made at 10:00 A.M., New York City time, on the date specified in the corresponding notice described in the

preceding paragraph or at such other date or place as shall be determined by agreement between the Representatives and the Partnership. On each Option Units Delivery Date, the Partnership shall deliver or cause to be delivered the Option Units to the Representatives and of the aggregate purchase price of the Option Units being sold by the Partnership to or upon the order of the Partnership of the purchase price by wire transfer in immediately available funds to the account specified by the Partnership. Time shall be of the essence, and delivery at the time and place specified pursuant to this Agreement is a further condition of the obligation of each Underwriter hereunder. The Partnership shall deliver the Option Units through the facilities of DTC unless the Representatives shall otherwise instruct.

5. *Further Agreements of the Partnership and the Underwriters*. The Partnership agrees:

(i) To prepare the Prospectus in a form approved by the Representatives and to file such Prospectus pursuant to Rule 424(b) under the Securities Act not later than the Commission's close of business on the second business day following the execution and delivery of this Agreement; to make no further amendment or any supplement to the Registration Statement or the Prospectus prior to the last Delivery Date except as provided herein; to advise the Representatives, promptly after it receives notice thereof, of the time when any amendment or supplement to the Registration Statement or the Prospectus has been filed and to furnish the Representatives with copies thereof; to advise the Representatives, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of the Prospectus or any Issuer Free Writing Prospectus, of the suspension of the qualification of the Units for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding or examination for any such purpose, or any notice from the Commission objecting to the use of the form of Registration Statement or any post-effective amendment thereto or of any request by the Commission for the amending or supplementing of the Registration Statement, the Prospectus or any Issuer Free Writing Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of the Prospectus or any Issuer Free Writing Prospectus or suspending any such qualification, to use promptly their best efforts to obtain its withdrawal.

(ii) To furnish promptly to each of the Representatives and to counsel for the Underwriters a signed copy of the Registration Statement as originally filed with the Commission, and each amendment thereto filed with the Commission, including all consents and exhibits filed therewith.

(iii) To deliver promptly to the Representatives such number of the following documents as the Representatives shall reasonably request: (A) conformed copies of the Registration Statement as originally filed with the Commission and each amendment thereto (in each case excluding exhibits other than this Agreement), (B) each Preliminary Prospectus, the Prospectus and any amended or supplemented Prospectus, (C) each Issuer Free Writing Prospectus, and (D) any document incorporated by reference in any Preliminary Prospectus or the Prospectus; and, if the delivery of a prospectus is required at any time after the date hereof in connection with the offering or sale of the Units or any other securities relating thereto and if at such time any events shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus is delivered, not misleading, or, if for any other reason it shall be necessary to amend or supplement the Prospectus or to file under the Exchange Act any document incorporated by reference in the Prospectus in order to comply with the Securities Act, to notify the Representatives and, upon their request, to file such document and to prepare and furnish without charge to each Underwriter and to any dealer in securities as many copies as the Representatives may from time to time reasonably request of an amended or supplemented Prospectus that will correct such statement or omission or effect such compliance.

(iv) To file promptly with the Commission any amendment or supplement to the Registration Statement or the Prospectus that may, in the judgment of the Partnership or the Representatives, be required by the Securities Act or requested by the Commission.

(v) Prior to filing with the Commission any amendment or supplement to the Registration Statement, the Prospectus, any document incorporated by reference in the Prospectus or any amendment to any document incorporated by reference in the Prospectus, to furnish a copy thereof to the Representatives and counsel for the Underwriters and obtain the consent of the Representatives to the filing.

(vi) Not to make any offer relating to the Units that would constitute an Issuer Free Writing Prospectus without the prior written consent of the Representatives.

(vii) To comply with all applicable requirements of Rule 433 under the Securities Act with respect to any Issuer Free Writing Prospectus. If at any time after the date hereof any events shall have occurred as a result of which any Issuer Free Writing Prospectus, as then amended or supplemented, would conflict with the information in the Registration Statement, the most recent Preliminary Prospectus or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or, if for any other reason it shall be necessary to amend or supplement any Issuer Free Writing Prospectus, to notify the Representatives and, upon their request, to file such document and to prepare and furnish without charge to each Underwriter as many copies as the Representatives may from time to time reasonably request of an amended or supplemented Issuer Free Writing Prospectus that will correct such conflict, statement or omission or effect such compliance.

(viii) As soon as practicable after the Effective Date (it being understood that the Partnership shall have until at least 405 days or, if the fourth quarter following the fiscal quarter that includes the Effective Date is the last fiscal quarter of the Partnership's fiscal year, 440 days after the end of the Partnership's current fiscal quarter), to make generally available to the Partnership's security holders and to deliver to the Representatives an earnings statement of the Partnership and its subsidiaries (which need not be audited) complying with Section 11(a) of the Securities Act and the rules and regulations thereunder (including, at the option of the Partnership, Rule 158).

(ix) Promptly from time to time to take such action as the Representatives may reasonably request to qualify the Units for offering and sale under the securities or Blue Sky laws of Canada and such other jurisdictions as the Representatives may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Units; *provided* that (i) no sales shall be made by the Underwriters without the Partnership's prior consent and (ii) the Partnership shall not be required to (a) qualify as a foreign partnership in any jurisdiction in which it would not otherwise be required to so qualify, (b) file a general consent to service of process in any such jurisdiction, or (c) subject itself to taxation in any jurisdiction in which it would not otherwise be subject, except in the case of clauses (a), (b) and (c) as may be required under the Limited Partnership Act (Ontario) if the Partnership has consented to sales in Ontario.

(x) For a period commencing on the date hereof and ending on the 60th day after the date of the Prospectus (the "***Lock-Up Period***"), not to, directly or indirectly, (A) offer for sale, sell, pledge or otherwise dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of) any Common Units or securities convertible into or exercisable or exchangeable for Common Units (other than the (i) the Units or (ii) Common Units issued pursuant to employee benefit plans, qualified option plans or other employee compensation plans existing on the date hereof), or sell or grant options, rights or warrants with respect to any Common Units or securities convertible into or exchangeable for Common Units, (B) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic consequences of ownership of such Common Units, whether any such transaction described in clause (A) or (B) above is to be settled by delivery of Common Units or other securities, in cash or otherwise, (C) file or cause to be filed a registration statement, including any amendments thereto, with respect to the registration of any Common Units or securities convertible, exercisable or exchangeable into Common Units or any other securities of the Partnership (other than any registration statement on Form S-8), or (D) publicly disclose the intention to do any of the foregoing, in each case without the prior written consent of Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC, on behalf of the Underwriters, and to cause each officer, director and unitholder of the Partnership set forth on Schedule IV hereto to furnish to the Representatives, prior to the date of this Agreement, a letter or letters, substantially in the form of Exhibit A hereto (the "***Lock-Up Agreements***").

(xi) To apply the net proceeds from the sale of the Units being sold by the Partnership substantially in accordance with the description as set forth in the Prospectus under the caption "Use of Proceeds."

(xii) To file with the Commission such information on Form 10-Q or Form 10-K as may be required by Rule 463 under the Securities Act.

(xiii) If the Partnership elects to rely upon Rule 462(b) under the Securities Act, the Partnership shall file a Rule 462(b) Registration Statement with the Commission in compliance with Rule 462(b) under the Securities Act by 10:00 P.M., Washington, D.C. time, on the date of this Agreement, and the Partnership shall pay the Commission the filing fee for the Rule 462(b) Registration Statement prior to 5:00 P.M. Washington, D.C. time, on the next business day following the date of this Agreement.

(xiv) The Partnership and its affiliates will not take, directly or indirectly, any action designed to or that has constituted or that reasonably would be expected to cause or result in the stabilization or manipulation of the price of any security of the Partnership in connection with the offering of the Units.

(xv) The Partnership and its affiliates will do and perform all things required or necessary to be done and performed under this Agreement by them prior to each Delivery Date, and to satisfy all conditions precedent to the Underwriters' obligations hereunder to purchase the Units.

(b) Each Underwriter severally agrees that such Underwriter shall not include any "issuer information" (as defined in Rule 433 under the Securities Act) in any "free writing prospectus" (as defined in Rule 405 under the Securities Act) used or referred to by such Underwriter without the prior consent of the Partnership (any such issuer information with respect to whose use the Partnership has given its consent, "***Permitted Issuer Information***"); *provided* that (i) no such consent shall be required with respect to any such issuer information contained in any document filed by the Partnership with the Commission prior to the use of such free writing prospectus, and (ii) "issuer information", as used in this Section 5(b), shall not be deemed to include information prepared by or on behalf of such Underwriter on the basis of or derived from issuer information.

6. *Expenses.* The Partnership agrees, whether or not the transactions contemplated by this Agreement are consummated or this Agreement is terminated, to pay all expenses, costs, fees and taxes incident to and in connection with (a) the authorization, issuance, sale and delivery of the Units and any stamp duties or other taxes payable in that connection, and the preparation and printing of certificates for the Units; (b) the preparation, printing and filing under the Securities Act of the Registration Statement (including any exhibits thereto), any Preliminary Prospectus, the Prospectus, any Issuer Free Writing Prospectus, and any amendment or supplement thereto; (c) the distribution of the Registration Statement (including any exhibits thereto), any Preliminary Prospectus, the Prospectus, any Issuer Free Writing Prospectus, and any amendment or supplement thereto, or any document incorporated by reference therein, all as provided in this Agreement; (d) the production and distribution of this Agreement, any supplemental agreement among Underwriters, and any other related documents in connection with the offering, purchase, sale and delivery of the Units; (e) any required review by FINRA of the terms of sale of the Units (including related fees and expenses of counsel to the Underwriters in an amount that is not greater than $20,000); (f) the listing of the Units on the New York Stock Exchange; (g) the qualification of the Units under the securities laws of the several jurisdictions as provided in Section 5(a)(ix) and the preparation, printing and distribution of a Blue Sky Memorandum (including related fees and expenses of counsel to the Underwriters); (h) the preparation, printing and distribution of one or more versions of the Preliminary Prospectus and the Prospectus for distribution in Canada, including in the form of a Canadian "wrapper" (including related fees and expenses of Canadian counsel to the Underwriters), to the extent applicable; (i) the investor presentations on any "road show", undertaken in connection with the marketing of the Units, including, without limitation, expenses associated with any electronic road show, travel and lodging expenses of the representatives and officers of the Partnership and one-half of the cost of any aircraft chartered in connection with the road show, to the extent applicable; and (j) all other costs and expenses incident to the performance of the obligations of the Partnership under this Agreement; *provided* that, except as provided in this Section 6 and in Section 11, the Underwriters shall pay their own costs and expenses, including the costs and expenses of their counsel, any transfer taxes on the Units which they may sell and the expenses of advertising any offering of the Units made by the Underwriters.

7. *Conditions of Underwriters' Obligations*. The respective obligations of the Underwriters hereunder are subject to the accuracy, when made and on each Delivery Date, of the representations and warranties of the Partnership contained herein, to the performance by the Partnership of its obligations hereunder, and to each of the following additional terms and conditions:

(a) The Prospectus shall have been timely filed with the Commission in accordance with Section 5(a)(i). The Partnership shall have complied with all filing requirements applicable to any Issuer Free Writing Prospectus used or referred to after the date hereof; no stop order suspending the effectiveness of the Registration Statement or preventing or suspending the use of the Prospectus or any Issuer Free Writing Prospectus shall have been issued and no proceeding or examination for such purpose shall have been initiated or threatened by the Commission; and any request of the Commission for inclusion of additional information in the Registration Statement or the Prospectus or otherwise shall have been complied with. If the Partnership has elected to rely upon Rule 462(b) under the Securities Act, the Rule 462(b) Registration Statement shall have become effective by 10:00 P.M., Washington, D.C. time, on the date of this Agreement.

(b) No Underwriter shall have discovered and disclosed to the Partnership on or prior to such Delivery Date that the Registration Statement, the Prospectus or the Pricing Disclosure Package, or any amendment or supplement thereto, contains an untrue statement of a fact which, in the opinion of Latham & Watkins LLP, counsel for the Underwriters, is material or omits to state a fact which, in the opinion of such counsel, is material and is required to be stated therein or is necessary to make the statements therein not misleading.

(c) All partnership or limited liability company proceedings, as applicable, and other legal matters incident to the authorization, form and validity of this Agreement, the Units, the Registration Statement, the Prospectus and any Issuer Free Writing Prospectus, and all other legal matters relating to this Agreement and the transactions contemplated hereby shall be reasonably satisfactory in all material respects to counsel for the Underwriters, and the Partnership shall have furnished to such counsel all documents and information that they may reasonably request to enable them to pass upon such matters.

(d) Vinson & Elkins L.L.P. as counsel to the Partnership, shall have furnished to the Representatives its written opinion addressed to the Underwriters and dated such Delivery Date, in form and substance reasonably satisfactory to the Representatives, substantially in the form attached hereto as Exhibit B.

(e) The Representatives shall have received from Latham & Watkins LLP, counsel for the Underwriters, such opinion or opinions, dated such Delivery Date, with respect to the issuance and sale of the Units, the Registration Statement, the Prospectus and the Pricing Disclosure Package and other related matters as the Representatives may reasonably require, and the Partnership shall have furnished to such counsel such documents as they reasonably request for the purpose of enabling them to pass upon such matters.

(f) At the time of execution of this Agreement, the Representatives shall have received from Ernst & Young LLP a letter, in form and substance satisfactory to the Representatives, addressed to the Underwriters and dated the date hereof (i) confirming that they are independent public accountants within the meaning of the Securities Act and are in compliance with the applicable requirements relating to the qualification of accountants under Rule 2-01 of Regulation S-X of the Commission, and (ii) stating, as of the date hereof (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given in the most recent Preliminary Prospectus, as of a date not more than three days prior to the date hereof), the conclusions and findings of such firm with respect to the financial information and other matters ordinarily covered by accountants' "comfort letters" to underwriters in connection with registered public offerings.

(g) With respect to the letter of Ernst & Young LLP referred to in the preceding paragraph and delivered to the Representatives concurrently with the execution of this Agreement (each, an "***initial letter***"), the Partnership shall have furnished to the Representatives a letter (each, a "***bring-down letter***") of such accountants, addressed to the Underwriters and dated such Delivery Date (i) confirming that they are independent public accountants within the meaning of the Securities Act and are in compliance with the applicable requirements relating to the qualification of accountants under Rule 2-01 of Regulation S-X of the Commission, (ii) stating, as of the date of the applicable bring-down letter (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given in the Prospectus, as of a date not

more than three days prior to the date of the applicable bring-down letter), the conclusions and findings of such firm with respect to the financial information and other matters covered by the applicable initial letter, and (iii) confirming in all material respects the conclusions and findings set forth in the applicable initial letter.

(h) The Partnership shall have furnished to the Representatives a certificate, dated such Delivery Date, of the Chief Executive Officer and the Chief Financial Officer of the Partnership as to such matters as the Representatives may reasonably request, including, without limitation, a statement that:

(i) the representations, warranties and agreements of the Partnership in Section 1 are true and correct on and as of such Delivery Date, and the Partnership has complied with all of its agreements contained herein and satisfied all the conditions on its part to be performed or satisfied hereunder at or prior to such Delivery Date;

(ii) no stop order suspending the effectiveness of the Registration Statement has been issued; and no proceedings or examination for that purpose have been instituted or, to the knowledge of such officers, threatened; and the Commission shall not have notified the Partnership of any objection to the use of the form of the Registration Statement or any post-effective amendment thereto; and

(iii) they have examined the Registration Statement, the Prospectus and the Pricing Disclosure Package, and, in their opinion, (A) (1) the Registration Statement, as of the Effective Date, (2) the Prospectus, as of its date and on the applicable Delivery Date, and (3) the Pricing Disclosure Package, as of the Applicable Time, did not and do not contain any untrue statement of a material fact and did not and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (except in the case of the Registration Statement, in the light of the circumstances under which they were made) not misleading, and (B) since the Effective Date, no event has occurred that should have been set forth in a supplement or amendment to the Registration Statement, the Prospectus or any Issuer Free Writing Prospectus that has not been so set forth.

(i) Except as described in the most recent Preliminary Prospectus, (i) none of the Partnership Entities shall have sustained, since the date of the latest audited financial statements included or incorporated by reference in the most recent Preliminary Prospectus, any loss or interference with their business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, or (ii) since such date there shall not have been any change in the capitalization or long-term debt of the Partnership or any of its subsidiaries or any change, or any development involving a prospective change, in or affecting the condition (financial or otherwise), results of operations, members'/partners' capital, properties, management, business or prospects of the Partnership and its subsidiaries taken as a whole, the effect of which, in any such case described in clause (i) or (ii), is, individually or in the aggregate, in the judgment of the Representatives, so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Units being delivered on such Delivery Date on the terms and in the manner contemplated in the Prospectus.

(j) Subsequent to the execution and delivery of this Agreement (i) no downgrading shall have occurred in the rating accorded the Partnership's securities by any "nationally recognized statistical rating organization" (as defined by the Commission in Section 3(a)(62) of the Exchange Act), and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Partnership's securities.

(k) Subsequent to the execution and delivery of this Agreement there shall not have occurred any of the following: (i) (A) trading in securities generally on any securities exchange that has registered with the Commission under Section 6 of the Exchange Act (including the New York Stock Exchange, The Nasdaq Global Select Market, The Nasdaq Global Market or The Nasdaq Capital Market), or (B) trading in any securities of the Partnership on any exchange or in the over-the-counter market, shall have been suspended or materially limited or the settlement of such trading generally shall have been materially disrupted or minimum prices shall have been established on any such exchange or such market by the Commission, by such exchange or by any other regulatory body or governmental authority having jurisdiction, (ii) a general moratorium on commercial banking activities shall have been declared by federal or state authorities, (iii) the United States shall have become engaged in hostilities, there shall have been an escalation in hostilities involving the United States or there shall have been a declaration of a national emergency or war by the United States, or (iv) there shall have occurred such a material adverse change in general economic, political or financial conditions, including, without limitation, as a result of terrorist activities after the date hereof (or the

effect of international conditions on the financial markets in the United States shall be such) or any other calamity or crisis, either within or outside the United States, in each case as to make it, in the judgment of the Representatives, impracticable or inadvisable to proceed with the public offering or delivery of the Units being delivered on such Delivery Date on the terms and in the manner contemplated in the Prospectus.

(l) The New York Stock Exchange shall have approved the Units for listing, subject only to official notice of issuance.

(m) The Lock-Up Agreements between the Representatives and the officers, directors and unitholders of the Partnership set forth on Schedule IV, delivered to the Representatives on or before the date of this Agreement, shall be in full force and effect on such Delivery Date.

(n) On or prior to each Delivery Date, the Partnership shall have furnished to the Underwriters such further certificates and documents as the Representatives may reasonably request.

(o) FINRA shall not have raised any objection with respect to the fairness or reasonableness of the underwriting, or other arrangements of the transactions, contemplated hereby.

All opinions, letters, evidence and certificates mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Underwriters.

8. *Indemnification and Contribution.*

(a) The Partnership hereby agrees to indemnify and hold harmless each Underwriter, its directors, officers, employees, and the agents of each Underwriter who have or who are alleged to have participated in the distribution of the Units as underwriters (collectively, the "selling agents"), and each person, if any, who controls any Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, and each affiliate of such Underwriter who has or is alleged to have participated in the offering of the Units (each such affiliate, a "***Participating Affiliate***") from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof (including, but not limited to, any loss, claim, damage, liability or action relating to purchases and sales of Units), to which that Underwriter, Participating Affiliate, director, officer, employee, selling agent or controlling person may become subject, under the Securities Act or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in (A) any Preliminary Prospectus, the Registration Statement, the Prospectus or in any amendment or supplement thereto, (B) any Issuer Free Writing Prospectus or in any amendment or supplement thereto, (C) any Permitted Issuer Information used or referred to in any "free writing prospectus" (as defined in Rule 405 under the Securities Act) used or referred to by any Underwriter, (D) any materials or information provided to investors by, or with the approval of, the Partnership in connection with the marketing of the offering of the Units, including any "road show" (as defined in Rule 433 under the Securities Act) not constituting an Issuer Free Writing Prospectus ("***Marketing Materials***"), or (E) any Blue Sky application or other document prepared or executed by the Partnership (or based upon any written information furnished by the Partnership for use therein) specifically for the purpose of qualifying any or all of the Units under the securities laws of any state or other jurisdiction (any such application, document or information being hereinafter called a "***Blue Sky Application***") or (ii) the omission or alleged omission to state in any Preliminary Prospectus, the Registration Statement, the Prospectus, any Issuer Free Writing Prospectus or in any amendment or supplement thereto or in any Permitted Issuer Information, any Marketing Materials or any Blue Sky Application, any material fact required to be stated therein or necessary to make the statements therein (except in the case of the Registration Statement, in the light of the circumstances under which they were made) not misleading, and shall reimburse each Underwriter and each such Participating Affiliate, director, officer, employee, selling agent or controlling person promptly upon demand for any legal or other expenses reasonably incurred by that Underwriter, Participating Affiliate, director, officer, employee, selling agent or controlling person in connection with investigating or defending or preparing to defend against any such loss, claim, damage, liability or action as such expenses are incurred; *provided*, *however*, that the Partnership shall not be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of, or is based upon, any untrue statement or alleged untrue statement or omission or alleged omission made in any Preliminary Prospectus, the Registration Statement, the Prospectus, any Issuer Free Writing Prospectus or in any such amendment or supplement thereto or in any Permitted Issuer Information, any Marketing Materials or any Blue Sky Application, in reliance upon and in conformity with

written information concerning such Underwriter furnished to the Partnership through the Representatives by or on behalf of any Underwriter specifically for inclusion therein, which information consists solely of the information specified in Section 8(e). The foregoing indemnity agreement is in addition to any liability which the Partnership may otherwise have to any Underwriter or to any Participating Affiliate, director, officer, employee, selling agent or controlling person of that Underwriter.

(b) Each Underwriter, severally and not jointly, shall indemnify and hold harmless the Partnership, its directors (including director nominees), officers, employees and each person, if any, who controls the Partnership within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof, to which the Partnership or any such director, officer, employee or controlling person may become subject, under the Securities Act or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Registration Statement, the Prospectus, any Issuer Free Writing Prospectus or in any amendment or supplement thereto or in any Marketing Materials or Blue Sky Application, or (ii) the omission or alleged omission to state in any Preliminary Prospectus, the Registration Statement, the Prospectus, any Issuer Free Writing Prospectus or in any amendment or supplement thereto or in any Marketing Materials or Blue Sky Application, any material fact required to be stated therein or necessary to make the statements therein (except in the case of the Registration Statement, in the light of the circumstances under which they were made) not misleading, but in each case only to the extent that the untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information concerning such Underwriter furnished to the Partnership through the Representatives by or on behalf of that Underwriter specifically for inclusion therein, which information is limited to the information set forth in Section 8(e). The foregoing indemnity agreement is in addition to any liability that any Underwriter may otherwise have to the Partnership or any such director, officer, employee or controlling person.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of any claim or the commencement of any action, the indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the claim or the commencement of that action; *provided*, *however*, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have under this Section 8 except to the extent it has been materially prejudiced (through the forfeiture of substantive rights and defenses) by such failure and, *provided*, *further*, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have to an indemnified party otherwise than under this Section 8. If any such claim or action shall be brought against an indemnified party, and it shall notify the indemnifying party thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it wishes, jointly with any other similarly notified indemnifying party, to assume the defense thereof with counsel reasonably satisfactory to the indemnified party. After notice from the indemnifying party to the indemnified party of its election to assume the defense of such claim or action, the indemnifying party shall not be liable to the indemnified party under this Section 8 for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof other than reasonable costs of investigation; *provided, however*, that the indemnified party shall have the right to employ counsel to represent jointly the indemnified party and those other indemnified parties and their respective directors, officers, employees and controlling persons who may be subject to liability arising out of any claim in respect of which indemnity may be sought under this Section 8 if (i) the indemnified party and the indemnifying party shall have so mutually agreed; (ii) the indemnifying party has failed within a reasonable time to retain counsel reasonably satisfactory to the indemnified party; (iii) the indemnified party and its directors, officers, employees and controlling persons shall have reasonably concluded that there may be legal defenses available to them that are different from or in addition to those available to the indemnifying party; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the indemnified parties or their respective directors, officers, employees or controlling persons, on the one hand, and the indemnifying party, on the other hand, and representation of both sets of parties by the same counsel would be inappropriate due to actual or potential differing interests between them, and in any such event the fees and expenses of such separate counsel shall be paid by the indemnifying party;(it being understood, however, that the indemnifying party shall not be liable for the expense of more than one separate counsel (in addition to local counsel) in any one action, suit or proceeding or series of related actions, suits or proceedings in the same jurisdiction representing the indemnified parties who are parties to such action, suit

or proceeding). No indemnifying party shall (x) without the prior written consent of the indemnified parties (which consent shall not be unreasonably withheld), settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and does not include a statement as to, or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party, or (y) be liable for any settlement of any such action effected without its written consent (which consent shall not be unreasonably withheld), but if settled with the consent of the indemnifying party or if there be a final judgment for the plaintiff in any such action, the indemnifying party agrees to indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by Section 8(a) or (b) hereof, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by such indemnifying party of the aforesaid request and (ii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request or disputed in good faith the indemnified party's entitlement to such reimbursement prior to the date of such settlement.

(d) If the indemnification provided for in this Section 8 shall for any reason be unavailable to or insufficient to hold harmless an indemnified party under Section 8(a), 8(b), or 8(f) in respect of any loss, claim, damage or liability, or any action in respect thereof, referred to therein, then each indemnifying party shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability, or action in respect thereof, (i) in such proportion as shall be appropriate to reflect the relative benefits received by the Partnership, on the one hand, and the Underwriters, on the other, from the offering of the Units, or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Partnership, on the one hand, and the Underwriters, on the other, with respect to the statements or omissions that resulted in such loss, claim, damage or liability, or action in respect thereof, as well as any other relevant equitable considerations. The relative benefits received by the Partnership, on the one hand, and the Underwriters, on the other, with respect to such offering shall be deemed to be in the same proportion as the total net proceeds from the offering of the Units purchased under this Agreement (before deducting expenses) received by the Partnership, as set forth in the table on the cover page of the Prospectus, on the one hand, and the total underwriting discounts and commissions received by the Underwriters with respect to the Units purchased under this Agreement, as set forth in the table on the cover page of the Prospectus, on the other hand. The relative fault shall be determined by reference to whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Partnership or the Underwriters, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such statement or omission. The Partnership and the Underwriters agree that it would not be just and equitable if contributions pursuant to this Section 8(e) were to be determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take into account the equitable considerations referred to herein. The amount paid or payable by an indemnified party as a result of the loss, claim, damage or liability, or action in respect thereof, referred to above in this Section 8(e) shall be deemed to include, for purposes of this Section 8(e), any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 8(e), in no event shall an Underwriter be required to contribute any amount in excess of the amount by which the total underwriting discounts and commissions received by such Underwriter with respect to the offering of the Units exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute as provided in this Section 8(e) are several in proportion to their respective underwriting obligations and not joint.

(e) The Underwriters severally confirm and the Partnership acknowledges and agrees that the statements regarding delivery of Units by the Underwriters set forth on the cover page of, and the concession and reallowance figures and the paragraph relating to stabilization by the Underwriters appearing under the caption "Underwriting" in, the most recent Preliminary Prospectus and the Prospectus are correct and constitute the only information concerning such Underwriters furnished in writing to the Partnership by or on behalf of the Underwriters specifically for inclusion in any Preliminary Prospectus, the Registration Statement, the Prospectus, any Issuer Free Writing Prospectus or in any amendment or supplement thereto or in any Marketing Materials.

9. *Defaulting Underwriters*.

(a) If, on any Delivery Date, any Underwriter defaults in its obligations to purchase the Units that it has agreed to purchase under this Agreement, the remaining non-defaulting Underwriters may in their discretion arrange for the purchase of such Units by the non-defaulting Underwriters or other persons satisfactory to the Partnership on the terms contained in this Agreement. If, within 36 hours after any such default by any Underwriter, the non-defaulting Underwriters do not arrange for the purchase of such Units, then the Partnership shall be entitled to a further period of 36 hours within which to procure other persons satisfactory to the non-defaulting Underwriters to purchase such Units on such terms. In the event that within the respective prescribed periods, the non-defaulting Underwriters notify the Partnership that they have so arranged for the purchase of such Units, or the Partnership notifies the non-defaulting Underwriters that it has so arranged for the purchase of such Units, either the non-defaulting Underwriters or the Partnership may postpone such Delivery Date for up to seven full business days in order to effect any changes that in the opinion of counsel for the Partnership or counsel for the Underwriters may be necessary in the Registration Statement, the Prospectus or in any other document or arrangement, and the Partnership agrees to promptly prepare any amendment or supplement to the Registration Statement, the Prospectus or in any such other document or arrangement that effects any such changes. As used in this Agreement, the term "Underwriter" includes, for all purposes of this Agreement unless the context requires otherwise, any party not listed in Schedule I hereto that, pursuant to this Section 9, purchases Units that a defaulting Underwriter agreed but failed to purchase.

(b) If, after giving effect to any arrangements for the purchase of the Units of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Partnership as provided in paragraph (a) above, the total number of Units that remains unpurchased does not exceed one-eleventh of the total number of Units, then the Partnership shall have the right to require each non-defaulting Underwriter to purchase the total number of Units that such Underwriter agreed to purchase hereunder plus such Underwriter's pro rata share (based on the total number of Units that such Underwriter agreed to purchase hereunder) of the Units of such defaulting Underwriter or Underwriters for which such arrangements have not been made; *provided* that the non-defaulting Underwriters shall not be obligated to purchase more than 110% of the total number of Units that it agreed to purchase on such Delivery Date pursuant to the terms of Section 2.

(c) If, after giving effect to any arrangements for the purchase of the Units of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Partnership as provided in paragraph (a) above, the total number of Units that remains unpurchased exceeds one-eleventh of the total number of Units, or if the Partnership shall not exercise the right described in paragraph (b) above, then this Agreement shall terminate without liability on the part of the non-defaulting Underwriters. Any termination of this Agreement pursuant to this Section 9 shall be without liability on the part of the Partnership, except that the Partnership will continue to be liable for the payment of expenses as set forth in Sections 6 and 11 and except that the provisions of Section 8 shall not terminate and shall remain in effect.

(d) Nothing contained herein shall relieve a defaulting Underwriter of any liability it may have to the Partnership or any non-defaulting Underwriter for damages caused by its default.

10. *Termination.* The obligations of the Underwriters hereunder may be terminated by the Representatives by notice given to and received by the Partnership prior to delivery of and payment for the Firm Units if, prior to that time, any of the events described in Sections 7(i) or 7(j) shall have occurred or if the Underwriters shall decline to purchase the Units for any reason permitted under this Agreement.

11. *Reimbursement of Underwriters' Expenses.* If (a) the Partnership shall fail to tender the Units for delivery to the Underwriters for any reason, or (b) the Underwriters shall decline to purchase the Units for any reason permitted under this Agreement

(other than Sections 7(j)(i)(A), (j)(ii), (j)(iii) or (j)(iv)), the Partnership will reimburse the Underwriters for all reasonable out-of-pocket expenses (including reasonable fees and disbursements of counsel for the Underwriters) incurred by the Underwriters in connection with this Agreement and the proposed purchase of the Units, and upon demand the Partnership shall pay the full amount thereof to the Representatives; *provided*, *however*, that such obligations of the Partnership pursuant to clause (a) hereof shall not extend to a defaulting Underwriter. If this Agreement is terminated pursuant to Section 9 by reason of the default of one or more Underwriters, the Partnership shall not be obligated to reimburse any defaulting Underwriter on account of those expenses.

12. *Research Analyst Independence.* The Partnership acknowledges that the Underwriters' research analysts and research departments are required to be independent from their respective investment banking divisions and are subject to certain regulations and internal policies, and that such Underwriters' research analysts may hold views and make statements or investment recommendations and/or publish research reports with respect to the Partnership and/or the offering that differ from the views of their respective investment banking divisions. The Partnership hereby waives and releases, to the fullest extent permitted by law, any claims that it may have against the Underwriters with respect to any conflict of interest that may arise from the fact that the views expressed by their independent research analysts and research departments may be different from or inconsistent with the views or advice communicated to the Partnership, the General Partner and Enviva Holdings, LP, a Delaware limited partnership (the "Sponsor" and together with the Partnership and the General Partner, the "Partnership Parties"), by such Underwriters' investment banking divisions. The Partnership acknowledges that each of the Underwriters is a full service securities firm and as such from time to time, subject to applicable securities laws, may effect transactions for its own account or the account of its customers and hold long or short positions in debt or equity securities of the companies that may be the subject of the transactions contemplated by this Agreement.

13. *No Fiduciary Duty*. The Partnership acknowledges and agrees that in connection with this offering, sale of the Units or any other services the Underwriters may be deemed to be providing hereunder, notwithstanding any preexisting relationship, advisory or otherwise, between the parties or any oral representations or assurances previously or subsequently made by the Underwriters: (a) no fiduciary or agency relationship between the Partnership Parties and any other person, on the one hand, and the Underwriters, on the other, exists; (b) the Underwriters are not acting as advisors, expert or otherwise, to the Partnership Parties, including, without limitation, with respect to the determination of the public offering price of the Units, and such relationship between the Partnership Parties, on the one hand, and the Underwriters, on the other, is entirely and solely commercial, based on arms-length negotiations; (c) any duties and obligations that the Underwriters may have to the Partnership Parties shall be limited to those duties and obligations specifically stated herein; and (d) the Underwriters and their respective affiliates may have interests that differ from those of the Partnership Parties. The Partnership hereby waives any claims that they may have against the Underwriters with respect to any breach of fiduciary duty in connection with this offering.

14. *Notices, etc.* All statements, requests, notices and agreements hereunder shall be in writing, and:

(a) if to the Underwriters, shall be delivered or sent by mail or facsimile transmission to Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282, Attention: Registration Department and J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York 10179 (fax: (212) 622-8358); Attention: Equity Syndicate Desk; and

(b) if to the Partnership, shall be delivered or sent by mail or facsimile transmission to the address of the Partnership set forth in the Registration Statement, Attention: General Counsel (Fax: (240) 482-3774).

Any such statements, requests, notices or agreements shall take effect at the time of receipt thereof. The Partnership shall be entitled to act and rely upon any request, consent, notice or agreement given or made on behalf of the Underwriters by Goldman Sachs & Co. LLC and J.P. Morgan Securities on behalf of the Representatives.

15. *Persons Entitled to Benefit of Agreement*. This Agreement shall inure to the benefit of and be binding upon the Underwriters, the Partnership and their respective successors. This Agreement and the terms and provisions hereof are for the sole

benefit of only those persons, except that (a) the representations, warranties, indemnities and agreements of the Partnership contained in this Agreement shall also be deemed to be for the benefit of the directors, officers and employees of the Underwriters and each person or persons, if any, who control any Underwriter within the meaning of Section 15 of the Securities Act, and (b) the indemnity agreement of the Underwriters contained in Section 8(b) of this Agreement shall be deemed to be for the benefit of the directors of the Partnership, the officers of the General Partner who have signed the Registration Statement and any person controlling the Partnership within the meaning of Section 15 of the Securities Act. Nothing in this Agreement is intended or shall be construed to give any person, other than the persons referred to in this Section 15, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

16. *Survival.* The respective indemnities, rights of contribution, representations, warranties and agreements of the Partnership and the Underwriters contained in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall survive the delivery of and payment for the Units and shall remain in full force and effect, regardless of any investigation made by or on behalf of any of them or any person controlling any of them.

17. *Definition of the Terms "Business Day", "Affiliate" and "Subsidiary"*. For purposes of this Agreement, (a) "***business day***" means each Monday, Tuesday, Wednesday, Thursday or Friday that is not a day on which banking institutions in New York are generally authorized or obligated by law or executive order to close, and (b) "***affiliate***" and "***subsidiary***" have the meanings set forth in Rule 405 under the Securities Act.

18. *Governing Law*. **This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles (other than Section 5-1401 of the General Obligations Law).**

19. *Waiver of Jury Trial*. The Partnership and the Underwriters hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

20. *Counterparts; Electronic Signatures.* This Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original but all such counterparts shall together constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

21. *Headings.* The headings herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

22. *Recognition of the U.S. Special Resolution Regimes*.

(a) In the event that any of the Underwriters that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any of the Underwriters that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

For the purposes of this Section 22:

"***BHC Act Affiliate***" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

"***Covered Entity***" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"***Default Right***" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"***U.S. Special Resolution Regime***" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

[Signature pages follow.]

If the foregoing correctly sets forth the agreement among the Partnership and the Underwriters, please indicate your acceptance in the space provided for that purpose below.

Very truly yours,

ENVIVA PARTNERS, LP

By: Enviva Partners GP, LLC,
as its sole general partner

By: /s/ Shai S. Even
Name: Shai S. Even
Title: Executive Vice President and Chief Financial Officer

ENVIVA PARTNERS GP, LLC

By: /s/ Shai S. Even
Name: Shai S. Even
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Underwriting Agreement]

Accepted:

GOLDMAN SACHS & CO. LLC
J.P. MORGAN SECURITIES LLC

For itself and as a Representative
of the several Underwriters named
in Schedule I hereto

By: GOLDMAN SACHS & CO. LLC

By: /s/ Charles Park
Name: Charles Park
Title: Managing Director

By: J.P. Morgan Securities LLC

By: /s/ Lucy Brash
Name: Lucy Brash
Title: Executive Director

[Signature Page to Underwriting Agreement]

SCHEDULE I

Underwriters	Number of Firm Units
Goldman Sachs & Co. LLC	1,733,600
J.P. Morgan Securities LLC	1,082,400
Barclays Capital Inc.	277,200
BMO Capital Markets Corp.	277,200
Citigroup Global Markets Inc.	277,200
HSBC Securities (USA) Inc.	277,200
RBC Capital Markets, LLC	277,200
Raymond James & Associates, Inc.	66,000
Tudor, Pickering, Holt & Co. Securities, LLC	66,000
USCA Securities LLC	66,000
Total	4,400,000

Schedule I

SCHEDULE II

ORALLY CONVEYED PRICING INFORMATION

1. *Public offering price*: $45.50

2. *Number of Common Units offered*: 4,400,000

Schedule II

SCHEDULE III

ISSUER FREE WRITING PROSPECTUSES – ROAD SHOW MATERIALS

Electronic roadshow as made available on http://www.netroadshow.com.

SCHEDULE IV

PERSONS DELIVERING LOCK-UP AGREEMENTS

Enviva Holdings, LP
Inclusive Capital Partners, L.P.
Enviva Collateral PledgeCo, LLC
Enviva MLP Holdco, LLC

Directors

Ralph C. Alexander
John C. Bumgarner, Jr.
Jim H. Derryberry
John K. Keppler
Gerrit Lansing
Pierre F. Lapeyre, Jr.
David M. Leuschen
William K. Reilly
Jeffrey W. Ubben
Gary L. Whitlock
Janet S. Wong

Officers

Shai Even
John K. Keppler
Yanina Kravtsova
Joseph N. Lane
Thomas Meth
William H. Schmidt, Jr.
E. Royal Smith

EXHIBIT A

FORM OF LOCK-UP LETTER AGREEMENT

Goldman Sachs & Co. LLC
J.P. Morgan Securities LLC
As Representatives of the several
Underwriters named in Schedule I to the Underwriting Agreement,

c/o Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282

c/o J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

Ladies and Gentlemen:

The undersigned understands that you and certain other firms (the "***Underwriters***") propose to enter into an Underwriting Agreement (the "***Underwriting Agreement***") providing for the purchase by the Underwriters of common units representing limited partner interests ("***Common Units***") in Enviva Partners, LP, a Delaware limited partnership (the "***Partnership***"), and that the Underwriters propose to reoffer the Common Units to the public (the "***Offering***").

In consideration of the execution of the Underwriting Agreement by the Underwriters, and for other good and valuable consideration, the undersigned hereby irrevocably agrees that, without the prior written consent of Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC, on behalf of the Underwriters, the undersigned will not, directly or indirectly, (1) offer for sale, sell, pledge, or otherwise dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of) any Common Units (including, without limitation, Common Units that may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the Securities and Exchange Commission and Common Units that may be issued upon exercise of any options or warrants) or securities convertible into or exercisable or exchangeable for Common Units, (2) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic consequences of ownership of Common Units, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Units or other securities, in cash or otherwise, (3) make any demand for or exercise any right or cause to be filed a registration statement, including any amendments thereto, with respect to the registration of any Common Units or securities convertible into or exercisable or exchangeable for Common Units or any other securities of the Partnership or (4) publicly disclose the intention to do any of the foregoing for a period commencing on the date hereof and ending on the 60th day after the date of the Prospectus relating to the Offering (such 60-day period, the "***Lock-Up Period***").

The foregoing paragraph shall not apply to (a) transactions relating to Common Units or other securities acquired in the open market after the completion of the offering, (b) bona fide gifts, sales or other dispositions of any class of the Partnership's capital stock, in each case that are made exclusively between and among the undersigned or members of the undersigned's family, or affiliates of the undersigned, including its partners (if a partnership) or members (if a limited liability company); *provided* that it shall be a condition to any transfer pursuant to this clause (b) that (i) the transferee/donee agrees to be bound by the terms of this Lock-Up Letter Agreement (including, without limitation, the restrictions set forth in the preceding sentence) to the same extent as if the transferee/donee were a party hereto, (ii) each party (donor, donee, transferor or transferee) shall not be required by law (including without limitation the disclosure requirements of the Securities Act of 1933, as amended (the ***Securities Act***"), and the Securities Exchange Act of 1934, as amended (the "***Exchange Act***") to make, and shall agree to not voluntarily make, any filing or public announcement of the transfer or disposition prior to the expiration of the Lock-Up Period, and (iii) the undersigned notifies Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC at least two business days prior to the proposed transfer or disposition, (c) the exercise of warrants or the exercise of options granted, or vesting or exercise of any other equity-based awards, in each case pursuant to the Partnership's option/incentive plans or otherwise outstanding on the date hereof and the withholding of Common Units by the Partnership for the payment of taxes in connection with such exercise or vesting; *provided*, that the restrictions shall apply to Common Units issued upon such exercise or conversion, (d) the establishment of any contract, instruction or plan that satisfies all of the requirements of Rule 10b5-1 (a "***Rule 10b5-1 Plan***") under the Exchange Act; *provided*, *however*, that no sales of Common Units or securities convertible into, or exchangeable or exercisable for, Common Units, shall be made pursuant to a Rule 10b5-1 Plan prior to the expiration of the Lock-Up Period; *provided further*, that the Partnership is not required to report the establishment of such Rule 10b5-1 Plan in any public report or filing with the Commission under the Exchange Act during the Lock-Up Period and does not otherwise voluntarily effect any such public filing or report regarding such Rule 10b5-1 Plan, and (e) any demands or requests for, any exercise of any right with respect to, or the taking of any action in preparation of, the registration by the Partnership under the Securities Act of the undersigned's Common Units; *provided* that no transfer of the undersigned's Common Units registered pursuant to the exercise of any such right and no registration statement shall be filed under the Securities Act with respect to any of the undersigned's Common Units during the Lock-Up Period.

If the undersigned is an officer or director of the Partnership's general partner, the undersigned agrees that the foregoing provisions shall be equally applicable to any issuer-directed Common Units, as referred to in FINRA Rule 5131(d)(2)(A) that the undersigned may purchase in the Offering pursuant to an allocation of Common Units that is directed in writing by the Partnership.

In furtherance of the foregoing, the Partnership and its transfer agent are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this Lock-Up Letter Agreement.

It is understood that, if the Partnership notifies the Underwriters that it does not intend to proceed with the Offering, if the Underwriting Agreement does not become effective, or if the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Common Units, the undersigned will be released from its obligations under this Lock-Up Letter Agreement.

The undersigned understands that the Partnership and the Underwriters will proceed with the Offering in reliance on this Lock-Up Letter Agreement.

Whether or not the Offering actually occurs depends on a number of factors, including market conditions. Any Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Partnership and the Underwriters.

This Lock-Up Letter Agreement shall automatically terminate upon the termination of the Underwriting Agreement before the sale of any Common Units to the Underwriters.

[Signature page follows]

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Letter Agreement and that, upon request, the undersigned will execute any additional documents necessary in connection with the enforcement hereof. Any obligations of the undersigned shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

Very truly yours,

By: _____
Name:
Title:

Dated: _____

EXHIBIT B

FORM OF OPINION OF VINSON & ELKINS L.L.P.

[Intentionally omitted.]

Exhibit 2.1

CONTRIBUTION AGREEMENT

by and among

ENVIVA DEVELOPMENT HOLDINGS, LLC,

ENVIVA, LP,

and

ENVIVA HOLDINGS, LP

dated

June 3, 2021

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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (including the exhibits and schedules hereto, this "***Agreement***"), dated as of June 3, 2021 (the "***Execution Date***"), is by and among Enviva Development Holdings, LLC, a Delaware limited liability company ("***Seller***"), Enviva, LP, a Delaware limited partnership ("***Purchaser***"), and Enviva Holdings, LP, a Delaware limited partnership ("***Enviva Holdings***"). Seller, Purchaser, and Enviva Holdings are collectively referred to as the "***Parties***" and individually as a "***Party***."

RECITALS

WHEREAS, as of the Execution Date, (a) Seller owns 100% of the limited liability company interests in Enviva JV2 Holdings, LLC, a Delaware limited liability company ("***JV2 Holdings***"), and (b) JV2 Holdings owns 100% of the limited liability company interests in each of (i) Enviva Development Finance Company, LLC, a Delaware limited liability company ("***Enviva Finance***"), (ii) Enviva Pellets Lucedale, LLC, a Delaware limited liability company ("***Lucedale***"), and (iii) Enviva Port of Pascagoula, LLC, a Delaware limited liability company ("***Pascagoula***");

WHEREAS, Purchaser is a subsidiary of Enviva Partners, LP, a Delaware limited partnership ("***EVA***");

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, 100% of the limited liability company interests in JV2 Holdings (the "***Acquired Interests***") in exchange for the consideration, and on the other terms and conditions, set forth in this Agreement;

WHEREAS, Enviva Holdings, or its indirect subsidiary, Enviva JV Development Company, LLC, a Delaware limited liability company ("***Enviva JV***"), is party to each of the Assigned Offtake and Shipping Contracts (as defined below), as applicable;

WHEREAS, Enviva Holdings desires to, and desires to cause Enviva JV to, assign their respective rights and obligations under each of the Assigned Offtake and Shipping Contracts to which Enviva Holdings or Enviva JV, as applicable, is a party to Purchaser, in exchange for Seller receiving the consideration set forth in this Agreement, and Purchaser desires to assume and accept the rights and obligations associated therewith, and on the other terms and conditions, set forth in this Agreement; and

WHEREAS, the Conflicts Committee (the "***Conflicts Committee***") of the Board of Directors of Enviva Partners GP, LLC, a Delaware limited liability company and the general partner of EVA (the "***General Partner***"), has (i) received an opinion of Evercore Group L.L.C., the financial advisor to the Conflicts Committee (the "***Financial Advisor***"), dated as of June 2, 2021, to the effect that, as of such date, and based upon and subject to the assumptions made, procedures followed, matters considered, and qualifications and limitations of the review undertaken in rendering its opinion as set forth therein, the Purchase Price to be paid by EVA pursuant to this Agreement is fair, from a financial point of view, to EVA and the Unaffiliated Common Unitholders (as defined in such opinion) and (ii) determined in good faith the Transaction, including the Transaction Documents, and the exhibits and schedules thereto, taken as a whole, is in the best interest of, EVA and the unaffiliated holders of common units representing limited partner interests in EVA.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Parties agree as follows:

AGREEMENTS

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 ***Definitions***. In addition to the terms defined in the body of this Agreement, capitalized terms used herein will have the meanings given to them in Exhibit A. Capitalized terms defined in the body of this Agreement are listed in Exhibit A with reference to the location of the definitions of such terms in the body of this Agreement.

Section 1.2 ***Rules of Construction***. All article, section, schedule and exhibit references used in this Agreement are to articles, sections, schedules and exhibits of and to this Agreement unless otherwise specified. The schedules and exhibits attached to this Agreement constitute a part of this Agreement and are incorporated herein for all purposes.

(a) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Terms defined in the singular have the corresponding meanings in the plural, and vice versa. Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neuter genders and vice versa. The term "includes" or "including" shall mean "including without limitation." The words "hereof," "hereto," "hereby," "herein," "hereunder," and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular section or article in which such words appear. The phrase "ordinary course of business" shall mean, with respect to a particular Person, the ordinary course of business of such Person consistent with past practice in all material respects. Unless the context requires

otherwise, all references to Laws, contracts, agreements, and instruments refer to such Laws, contracts, agreements, and instruments as they may be amended from time to time, and references to particular provisions of a Law include any corresponding provisions of any succeeding Law.

(b) The Parties acknowledge each Party and its attorneys have reviewed this Agreement and any rule of construction to the effect any ambiguities are to be resolved against the drafting Party, or any similar rule operating against the drafter of an agreement, shall not be applicable to the construction or interpretation of this Agreement.

(c) The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

(d) All references to currency and "$" herein shall be to, and all payments required hereunder shall be paid in, United States dollars.

(e) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

ARTICLE II
CLOSING AND RELATED MATTERS

Section 2.1 ***Purchase and Sale***. Subject to the express terms and conditions hereof, at the Closing, Seller shall sell, convey, assign, transfer, and deliver the Acquired Interests to Purchaser, and Purchaser shall purchase, acquire, and assume, the Acquired Interests in exchange for the Purchase Price payable by Purchaser to Seller as set forth in Section 2.2.

Section 2.2 ***Purchase Price***. The total purchase price payable by Seller to Purchaser for the Acquired Interests and the other transactions contemplated by this Agreement shall be $259,606,214.61 in cash (the "***Purchase Price***"), subject to the adjustments as set forth in Section 2.5.

Section 2.3 ***Closing***. Subject to the terms and conditions of this Agreement, the closing of the Transaction (the "***Closing***") will take place at 10:00 a.m. local time at the offices of Vinson & Elkins L.L.P., 1114 Avenue of the Americas, 32nd Floor, New York, New York 10036, on the later of (a) the third Business Day following the satisfaction or waiver of the conditions in Article VI (other than those conditions that, by their nature, are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions) to be satisfied or waived, and (b) July 1, 2021, or at such other time and place as the Parties mutually agree (the "***Closing Date***"). Notwithstanding anything to the contrary in the Transaction Documents, for accounting purposes only, title to, ownership of and control over the Acquired Interests, the Business, and the Assigned Contracts shall pass to Purchaser or EVA, as applicable, effective as of 12:01 a.m., Eastern Time, on the Closing Date.

Section 2.4 ***Deliveries at Closing***.

(a) By Seller and Enviva Holdings. Subject to the terms and conditions of this Agreement, at the Closing, Seller and Enviva Holdings, as applicable, shall deliver or cause to be delivered to Purchaser each of the following items:

(i) a certificate, dated as of the Closing Date, certifying the conditions set forth in Sections 6.2(a) and 6.2(b) applicable to Seller have been satisfied, duly executed by a Responsible Officer of Seller;

(ii) a certificate, dated as of the Closing Date, certifying the conditions set forth in Sections 6.2(a) and 6.2(b) applicable to Enviva Holdings have been satisfied, duly executed by a Responsible Officer of Enviva Holdings;

(iii) a counterpart to the instrument of transfer with respect to the transfer of the Acquired Interests to Purchaser in substantially the form attached hereto as Exhibit B (the "***Interest Conveyance***"), duly executed by Seller;

(iv) a counterpart to the instrument of assignment with respect to the assignment of Enviva Holdings' and Enviva JV's rights and obligations under each of the Offtake and Shipping Contracts, as applicable, to Purchaser in substantially the form attached hereto as Exhibit C (the "***Contract Assignment***"), duly executed by Enviva Holdings and Enviva JV;

(v) a counterpart to the make-whole agreement between Enviva Holdings and Purchaser in substantially the form attached hereto as Exhibit D (the "***Make-Whole Agreement***"), duly executed by Enviva Holdings;

(vi) a FIRPTA Certificate, duly executed by Enviva Holdings on behalf of Seller;

(vii) a waiver from Enviva ManagementCo in favor of Purchaser and certain other parties in substantially the form attached hereto as Exhibit E (the "***EVA MSA Fee Waiver***"), duly executed by Enviva ManagementCo;

(viii) an interim services agreement between Lucedale, Operator, and for the limited purposes set forth therein, Enviva ManagementCo in substantially the form attached hereto as Exhibit F (the "***Interim Services Agreement***"), duly executed by Operator, and Enviva ManagementCo;

(ix) a guaranty from Enviva Holdings in favor of Lucedale in substantially the form attached hereto as Exhibit G (the "***ISA Guaranty***"), duly executed by Enviva Holdings;

(x) a counterpart to the indemnification agreement between Enviva Holdings and Purchaser in substantially the form attached hereto as Exhibit H (the "***Indemnification Agreement***"), duly executed by Enviva Holdings;

(xi) a counterpart to the instrument of assignment with respect to the assignment of Enviva JV's rights and obligations under the Assigned Guarantee Agreement to EVA in substantially the form attached hereto as Exhibit I (the "***Guarantee Assignment***"), duly executed by Enviva JV;

(xii) a counterpart to the instrument of assignment with respect to the assignment of Seller's rights and obligations under the Assigned Purchase Agreement to Purchaser in substantially the form attached hereto as Exhibit J (the "***Purchase Agreement Assignment***"), duly executed by Seller;

(xiii) UCC-3 termination statements with respect to the Assets of the Acquired Companies and such other documents as are required in connection with the release of the liens of the Secured Parties (as defined in the Holdings Credit Documents); and

(xiv) in the event the JCPA System Restructuring is completed prior to the Closing, (A) a counterpart to the A&R Facility Use and Operations Agreement, duly executed by Pascagoula, PAS Phase 2 HoldCo, and JCPA, (B) the Dome 2 Transfer, duly executed by PAS Phase 2 Holdco and JCPA, and (C) a counterpart to the Mutual Indemnification Agreement, duly executed by PAS Phase 2 HoldCo and Pascagoula.

(b) By Purchaser. Subject to the terms and conditions of this Agreement, at the Closing, Purchaser shall deliver or shall cause to be delivered to Seller (or to the extent specifically set forth below, to Seller's designee) each of the following items:

(i) the Estimated Purchase Price, by wire transfer of immediately available funds to an account specified by Seller;

(ii) a certificate, dated as of the Closing Date, certifying the conditions set forth in Sections 6.3(a) and 6.3(b) have been satisfied, duly executed by a Responsible Officer of the General Partner;

(iii) a counterpart to the Interest Conveyance, duly executed by Purchaser;

(iv) a counterpart to the Contract Assignment, duly executed by Purchaser;

(v) a counterpart to the Make-Whole Agreement, duly executed by Purchaser;

(vi) a counterpart to the EVA MSA Fee Waiver, duly executed by each of the parties thereto other than Enviva ManagementCo;

(vii) a counterpart to the Interim Services Agreement, duly executed by Lucedale;

(viii) a counterpart to the ISA Guaranty, duly executed by Lucedale;

(ix) a counterpart to the Indemnification Agreement, duly executed by Purchaser;

(x) a counterpart to the Guarantee Assignment, duly executed by EVA; and

(xi) a counterpart to the Purchase Agreement Assignment, duly executed by Purchaser.

Section 2.5 ***Closing Purchase Price Adjustments***.

(a) Estimated Purchase Price. At the Closing, the Purchase Price shall be adjusted by (i) adding to the Purchase Price the amount (if any) by which the Estimated Closing Net Working Capital exceeds Target Working Capital or (ii) subtracting from the Purchase Price the amount (if any) by which the Target Working Capital exceeds the Estimated Closing Net Working Capital (the Purchase Price as so adjusted, the "***Estimated Purchase Price***").

(b) At least three (3) Business Days prior to the Closing Date, Seller shall deliver to Purchaser a written statement setting forth Seller's good faith estimate (the "***Estimated Closing Net Working Capital***") of the Acquired Companies' current assets minus its current liabilities (excluding any current assets or current liabilities related to the construction of the Lucedale Plant and the Pascagoula Terminal) as of 12:01 a.m. on the Closing Date (the "***Closing Net Working Capital***"), together with reasonably detailed supporting documentation, which shall be determined in a manner consistent with GAAP.

(c) Within thirty (30) days following the Closing Date, Seller shall prepare and deliver to Purchaser a written statement setting forth Seller's good faith calculation of the difference between the Closing Net Working Capital and the Estimated Closing Net Working Capital (the "***Net Adjustment Amount***"). Within five (5) Business Days after delivery of such statement from Seller to Purchaser, if the Net Adjustment Amount is positive, then Purchaser shall pay to Seller such amount and if the Net Adjustment Amount is negative, then Seller shall pay to Purchaser such amount, in each case by wire transfer of immediately available funds to the account designated by the payee.

(d) Within thirty (30) days following the Closing Date, Purchaser shall prepare and deliver to Seller a written statement setting forth the amount (if any) of Delayed Scheduled Capital Expenditures. Within five (5) Business Days after delivery of such statement from Purchaser to Seller, Seller shall pay to Purchaser such amount by wire transfer of immediately available funds to the account designated by Purchaser.

(e) Within thirty (30) days following the Closing Date, Seller shall prepare and deliver to Purchaser a written statement setting forth the amount (if any) of Pre-Paid Scheduled Capital Expenditures. Within five (5) Business Days after delivery of such statement from Seller to Purchaser, Purchaser shall pay to Seller such amount by wire transfer of immediately available funds to the account designated by Seller.

ARTICLE III
REPRESENTATIONS AND WARRANTIES REGARDING SELLER AND THE ACQUIRED COMPANIES

Seller (and in the case of Section 3.1(a), Section 3.2, and Section 3.4, Enviva Holdings) hereby represents and warrants to Purchaser as follows, except as otherwise described in the Disclosure Schedule to any representation or warranty in this Article III:

Section 3.1 ***Organization***.

(a) Each of Enviva Holdings and Seller is a limited liability company or limited partnership, as applicable, duly formed, validly existing and in good standing under the Laws of the State of Delaware. Each of Enviva Holdings, Enviva JV, and Seller has all requisite limited liability company or limited partnership, as applicable, power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party and to perform its obligations under, and consummate the transactions contemplated by, the Transaction Documents, including this Agreement.

(b) Each of the Acquired Companies is a limited liability company duly formed, validly existing, and in good standing under the Laws of the State of Delaware. Each of the Acquired Companies has all requisite limited liability company power and authority to carry on its business as now being conducted. Each of the Acquired Companies is duly qualified or licensed to do business in each jurisdiction in which the ownership or operation of its Business as presently conducted makes such qualification or licensing necessary, except in any jurisdiction where the failure to be so duly qualified or licensed would not reasonably be expected to result in a Material Adverse Effect.

Section 3.2 ***Authority; Enforceability***. The execution and delivery by each of Enviva Holdings and Seller of this Agreement and the performance by each of Enviva Holdings and Seller of its obligations hereunder have been and, as of Closing, the execution and delivery by each of Enviva Holdings, Enviva JV, and Seller of the other Transaction Documents to which it is a party and the performance of its obligations thereunder will have been duly and validly authorized by all necessary limited liability company or limited partnership, as applicable, action. This Agreement has been, and as of Closing such other Transaction Documents will have been, duly and validly executed and delivered by each of Enviva Holdings, Enviva JV, and Seller. This Agreement constitutes, and as of the Closing such other Transaction Documents will constitute, the legal, valid, and binding obligations of each of Enviva Holdings, Enviva JV, and Seller enforceable against each of Enviva Holdings, Enviva JV, and Seller in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, arrangement, moratorium, or other similar Laws relating to or affecting the rights of creditors generally, or by general equitable principles.

Section 3.3 ***Title to Acquired Interests***.

(a) Seller owns, holds of record, and is the beneficial owner of the Acquired Interests, which represents 100% of the limited liability company interests of JV2 Holdings, free and clear of all Liens and restrictions on transfer other than (i) those arising pursuant to (A) this Agreement, (B) JV2 Holdings' Organizational Documents, (C) the Holdings Credit Documents, or (D) applicable securities Laws or (ii) Liens for Taxes that are Permitted Liens. There are no outstanding options, warrants, rights or other securities convertible into or exchangeable or exercisable for limited liability company interests of JV2 Holdings issued or granted by JV2 Holdings, and there are no agreements of any kind which may obligate JV2 Holdings to issue, purchase, redeem or otherwise acquire any of its limited liability company interests, except as may be contained in its Organizational Documents.

(b) JV2 Holdings owns, holds of record, and is the beneficial owner of 100% of the outstanding limited liability company interests in of each of Enviva Finance, Lucedale, and Pascagoula, in each case, free and clear of all Liens and restrictions on transfer other than (i) those arising pursuant to (A) this Agreement, (B) Enviva Finance's, Lucedale's or Pascagoula's Organizational Documents, as applicable, (C) the Holdings Credit Documents, or (D) applicable securities Laws or (ii) Liens for Taxes that are Permitted Liens. There are no outstanding options, warrants, rights or other securities convertible into or exchangeable or exercisable for limited liability company interests of any of Enviva Finance, Lucedale, or Pascagoula issued or granted by Enviva Finance, Lucedale, or Pascagoula, as applicable, and there are no agreements of any kind which may obligate any of Enviva Finance, Lucedale, or Pascagoula to issue, purchase, redeem or otherwise acquire any of its limited liability company interests, except as may be contained in their respective Organizational Documents.

Section 3.4 ***No Conflict; Consents and Approvals***. The execution and delivery by each of Enviva Holdings, Enviva JV, and Seller of this Agreement and the other Transaction Documents to which it is or will be a party and the performance by each of Enviva Holdings, Enviva JV, and Seller of its obligations under this Agreement and such other Transaction Documents do not and will not: (a) violate or result in a breach of the Organizational Documents of Enviva Holdings, Enviva JV, Seller, or any of the Acquired Companies; (b) assuming all required filings, waivers, approvals, consents, authorizations and notices disclosed in Schedule 3.4 ("***Seller Approvals and Consents***") and other notifications provided in the ordinary course of business have been made, obtained or given, (i) violate or result in a default in any material respect under any Material Contract to which Enviva Holdings, Enviva JV, Seller, or any of the Acquired Companies is a party, or (ii) violate or result in a breach in any material respect of any Law or order applicable to Enviva Holdings, Enviva JV, Seller, or any of the Acquired Companies, (c) require any Governmental Authorization applicable to Enviva Holdings, Enviva JV, Seller, or any of the Acquired Companies, the absence of which would reasonably be expected to have a Material Adverse Effect, or (d) result in the imposition of any Lien (other than Permitted Liens) on the Acquired Interests or the Assigned Contracts, other than Liens created by or on behalf of Purchaser.

Section 3.5 ***Legal Proceedings***. As of the Execution Date, there are no Legal Proceedings pending or, to the knowledge of Seller and Enviva Holdings, threatened against Enviva Holdings, Enviva JV, Seller, or any of the Acquired Companies that (a) challenge the validity or enforceability of the obligations of Enviva Holdings, Enviva JV, Seller, or any of the Acquired Companies under this Agreement or the Transaction Documents to which it is a party, (b) seek to prevent or delay the consummation by Enviva Holdings, Enviva JV, Seller, or any of the Acquired Companies of the transactions contemplated herein or in the Transaction Documents, or (c) except as set forth on Schedule 3.5, would reasonably be expected to materially and adversely affect any of the Acquired Companies, the Assigned Contracts, the Lucedale Plant, or the Pascagoula Terminal. There is no order, judgment, or decree issued or entered by any Governmental Entity imposed upon Seller or any of the Acquired Companies that, in any such case, (i) challenges the validity or enforceability of the obligations of Enviva Holdings, Enviva JV, Seller, or any of the Acquired Companies under this Agreement or the Transaction Documents to which it is a party, (ii) seeks to prevent or delay the consummation by Enviva Holdings, Enviva JV, Seller, or any of the Acquired Companies of the transactions contemplated herein or in the Transaction Documents, or (iii) would, individually or in the aggregate, reasonably be expected to materially and adversely affect the Business, any of the Acquired Companies, the Lucedale Plant, the Pascagoula Terminal, or the Assigned Contracts, taken as a whole.

Section 3.6 ***Ownership***. Except for the limited liability company interests in Enviva Finance, Lucedale, and Pascagoula owned by JV2 Holdings, none of JV2 Holdings, Enviva Finance, Lucedale, or Pascagoula has any subsidiaries or owns equity interests in any Person.

Section 3.7 ***Real Property***. Schedule 3.7 contains a complete list of all the real property and interests in real property owned in fee by any of the Acquired Companies. Except as set forth on Schedule 3.7, there are no leases, subleases, or licenses of real property to which any Acquired Company is a party or by which it holds a leasehold interest. The Acquired Companies have good and marketable title to each real property described therein and the improvements thereon, free and clear or all Liens other than (a) Permitted Liens, (b) Liens pursuant to the Holdings Credit Documents, and (c) Liens created pursuant to this Agreement.

Section 3.8 ***Material Contracts***.

(a) Schedule 3.8(a) sets forth all Material Contracts.

(b) Except as set forth on Schedule 3.8(b), each of the Material Contracts (i) is in full force and effect in all material respects and (ii) represents the legal, valid and binding obligation of the Acquired Companies, Enviva Holdings, Enviva JV, or Seller (as applicable) and, to the knowledge of Seller and Enviva Holdings, represents the legal, valid and binding obligation of the other parties thereto, in each case enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other Laws relating to or affecting creditors' rights generally or by equitable principles (regardless of whether enforcement is sought at law or in equity). None of the Acquired Companies, Enviva Holdings, Enviva JV, Seller or, to the knowledge of Seller and Enviva Holdings, any other party is in breach of any Material Contract in any material respect, and none of Seller, Enviva Holdings, Enviva JV or any of the Acquired Companies has received any written notice of termination or breach of any Material Contract.

Section 3.9 ***Taxes***.

(a) For U.S. federal income tax purposes, each of the Acquired Companies is disregarded as an entity separate from Enviva Holdings. No election has been made under Treasury Regulation Section 301.7701-3 to treat any of the Acquired Companies as any type of entity other than a disregarded entity or partnership for U.S. federal, state, or local income tax purposes.

(b) All Tax Returns that are required to have been filed by, or with respect to, the Acquired Companies or any of their respective operations and Assets have been timely and properly filed with the appropriate Taxing Authority.

(c) All Taxes that are required to have been paid by or with respect to the Acquired Companies or any of their respective operations and Assets, regardless of whether such Taxes were shown on a Tax Return, have been timely and properly paid in full to the appropriate Taxing Authority.

(d) There are no Liens (other than Permitted Liens) on any of the Assets of the Acquired Companies that have arisen in connection with any failure (or alleged failure) to pay any Tax.

(e) None of the Acquired Companies has in force any waiver of any statute of limitations in respect of Taxes or any extension of time with respect to a Tax assessment or deficiency.

(f) There are no pending or active audits or legal proceedings regarding any of the Tax Returns described in Section 3.9(b) or any Taxes of or with respect to any of the Acquired Companies or any of their respective Assets or, to Seller's knowledge, threatened audits or proposed deficiencies or other claims for unpaid Taxes of any of the Acquired Companies.

Section 3.10 ***Brokerage Arrangements***. Neither Seller nor any of its Affiliates has entered, directly or indirectly, into any contract or arrangement with any Person that would obligate Purchaser to pay any commission, brokerage or "finder's fee," or other fee in connection with this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby.

Section 3.11 ***Data Room***. As of the Execution Date, copies of all Material Contracts and Governmental Authorizations in Seller's possession with respect to the Acquired Companies, and all of the Material Contracts in Enviva Holdings' possession, have been provided and made accessible to Purchaser in the online "virtual data room" for "Project Glacier" established by Datasite prior to the Execution Date. Within five (5) Business Days after the Execution Date, Seller shall provide to Purchaser a true and complete digital copy of the contents of such online "virtual data room" as of the Execution Date.

Section 3.12 ***Disclaimer***.

(a) Notwithstanding anything to the contrary herein, neither Enviva Holdings nor Seller makes any representation or warranty (i) in any provision of this Agreement, the Disclosure Schedules or otherwise, other than those expressly set forth in this Article III, or (ii) with respect to any date or period after the Closing.

(b) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN ARTICLE III, THE ACQUIRED INTERESTS, THE ACQUIRED COMPANIES AND THEIR RESPECTIVE ASSETS, AND THE ASSIGNED CONTRACTS ARE BEING SOLD OR ASSIGNED, AS APPLICABLE, THROUGH THE SALE OR ASSIGNMENT, AS APPLICABLE, OF THE ACQUIRED INTERESTS AND ASSIGNED CONTRACTS TO PURCHASER, "AS IS, WHERE IS, WITH ALL FAULTS" AND SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE OR QUALITY OF THE ACQUIRED COMPANIES, THEIR RESPECTIVE ASSETS, OR THE PROSPECTS (FINANCIAL OR OTHERWISE), RISKS, AND OTHER INCIDENTS OF THE ACQUIRED COMPANIES AND THEIR RESPECTIVE ASSETS. THE STATEMENTS AND DISCLAIMERS MADE UNDER THIS SECTION 3.12 EXPRESSLY SURVIVE THE CLOSING DATE.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller as follows:

Section 4.1 ***Organization***. Purchaser is a limited partnership duly organized, validly existing and in good standing under the Laws of the State of Delaware.

Section 4.2 ***Authority; Enforceability***. Purchaser has all requisite limited partnership power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Purchaser and the performance of its obligations have been duly and validly approved by the Conflicts Committee and authorized by Purchaser. This Agreement constitutes the valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other Laws relating to or affecting creditors' rights generally or by equitable principles (regardless of whether enforcement is sought at law or in equity).

Section 4.3 ***No Conflicts; Consents and Approvals***. The execution and delivery by Purchaser of this Agreement and the performance by Purchaser of its obligations hereunder and the consummation by Purchaser of the Transaction do not: (a) violate or result in a breach of the Organizational Documents of Purchaser, (b) violate or result in a breach or default under any material contract to which Purchaser is a party, except for any such violation or default which would not reasonably be expected to result in a material adverse effect on Purchaser's ability to consummate the Transaction, (c) violate or result in a breach of any Law or order applicable to Purchaser, except as would not reasonably be expected to result in a material adverse effect on Purchaser's ability to consummate the Transaction, or (d) require any Governmental Authorization, other than, (x) with respect to Governmental Authorization, any filings pursuant to the Exchange Act and (y) in each case, any such consent or approval which, if not made or obtained, would not reasonably be expected to result in a material adverse effect on Purchaser's ability to consummate the Transaction.

Section 4.4 ***Legal Proceedings***. There are no Legal Proceedings pending or, to the knowledge of Purchaser, threatened against Purchaser that (a) challenge the validity or enforceability of the obligations of Purchaser under this Agreement or (b) seek to prevent or delay the consummation by Purchaser of the transactions contemplated herein.

Section 4.5 ***Delivery of Fairness Opinion***. The Conflicts Committee has received an opinion of the Financial Advisor, dated as of June 2, 2021, to the effect that, as of such date, and based upon and subject to the assumptions made, procedures followed, matters considered, and qualifications and limitations of the review undertaken in rendering its opinion as set forth therein, the Purchase Price to be paid by EVA pursuant to this Agreement is fair, from a financial point of view, to EVA and the Unaffiliated Common Unitholders (as defined in such opinion).

Section 4.6 ***Brokerage Arrangements***. Neither Purchaser nor any of its Affiliates has entered, directly or indirectly, into any contract or arrangement with any Person that would obligate Seller to pay any commission, brokerage or "finder's fee," or other fee in connection with this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby.

Section 4.7 ***Purchase Price***. As of the Closing, Purchaser will have access to immediately available funds to pay the Purchase Price.

Section 4.8 ***Independent Investigation; Waiver of Other Representations***.

(a) PURCHASER HEREBY ACKNOWLEDGES (i) IT HAS MADE ITS OWN INDEPENDENT EXAMINATION, INVESTIGATION, ANALYSIS, AND EVALUATION OF THE BUSINESS, OPERATIONS, ASSETS, LIABILITIES, RESULTS OF OPERATIONS, FINANCIAL CONDITION, TECHNOLOGY, AND PROSPECTS OF THE ACQUIRED INTERESTS, THE ACQUIRED COMPANIES, AND THE ASSIGNED CONTRACTS, (ii) IT HAS BEEN PROVIDED OR GIVEN THE OPPORTUNITY TO ACCESS PERSONNEL, PROPERTIES, PREMISES, AND RECORDS OF THE ACQUIRED INTERESTS, THE ACQUIRED COMPANIES, AND THE ASSIGNED CONTRACTS FOR SUCH PURPOSE AND HAS RECEIVED AND REVIEWED SUCH INFORMATION AND HAS HAD A REASONABLE OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS RELATING TO SUCH MATTERS AS IT DEEMED NECESSARY OR APPROPRIATE TO CONSUMMATE

THE TRANSACTIONS CONTEMPLATED HEREIN, (iii) IT HAS SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT IT IS CAPABLE OF EVALUATING THE MERITS AND RISKS OF THE LUCEDALE PLANT, THE PASCAGOULA TERMINAL, AND AN INVESTMENT IN THE ACQUIRED INTERESTS, THE ACQUIRED COMPANIES, AND THE ASSIGNED CONTRACTS, (iv) NONE OF THE PASCAGOULA TERMINAL OR THE LUCEDALE PLANT HAS AS OF THE EXECUTION DATE, AND WILL NOT AS OF THE CLOSING HAVE, ACHIEVED COMMERCIAL OPERATIONS, AND, (v) SELLER MAKES NO REPRESENTATION OR WARRANTY IN ANY PROVISION OF THIS AGREEMENT, THE DISCLOSURE SCHEDULES, OR OTHERWISE, OTHER THAN THOSE EXPRESSLY SET FORTH IN ARTICLE III (SUBJECT TO SECTION 3.12).

(b) PURCHASER ACKNOWLEDGES AND AGREES THAT, WITH RESPECT TO THE PROJECTIONS, ESTIMATES AND OTHER FORECASTS, AND CERTAIN BUDGETS AND BUSINESS PLAN INFORMATION PROVIDED TO PURCHASER, (i) THERE ARE UNCERTAINTIES INHERENT IN ATTEMPTING TO MAKE SUCH PROJECTIONS, ESTIMATES AND OTHER FORECASTS AND PLANS AND IT IS FAMILIAR WITH SUCH UNCERTAINTIES, AND (ii) EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS TAKING FULL RESPONSIBILITY FOR MAKING ITS OWN EVALUATIONS OF THE ADEQUACY AND ACCURACY OF ALL PROJECTIONS, ESTIMATES AND OTHER FORECASTS, BUDGETS AND PLANS SO FURNISHED TO IT AND ANY USE OF OR RELIANCE BY IT ON SUCH PROJECTIONS, ESTIMATES AND OTHER FORECASTS, BUDGETS, AND PLANS SHALL BE AT ITS SOLE RISK.

ARTICLE V
COVENANTS AND OTHER AGREEMENTS

Section 5.1 ***Conduct of Business***. From the Execution Date through the earlier of the termination of this Agreement pursuant to Article VIII and the Closing, except as permitted or required by the other terms of this Agreement (including the JCPA System Restructuring) or the other Transaction Documents, required by Law or by any Material Contract, or by the Organizational Documents of the Acquired Companies, or consented to or approved by Purchaser in writing, which consent or approval will not unreasonably be withheld or delayed, Seller (solely with respect to the Business) shall and shall cause the Acquired Companies to conduct their respective businesses (including the Business) in the ordinary course of business. Without limiting the foregoing, without the written consent or approval of Purchaser, which consent or approval will not unreasonably be withheld or delayed, or except as required by any Law or by any Material Contract, or otherwise permitted or required by the other terms of this Agreement (including the JCPA System Restructuring) or the other Transaction Documents, (x) neither Seller nor Enviva Holdings shall permit the amendment or termination of any Material Contract to which it or Enviva JV is a party, and (y) Seller shall not permit any of the Acquired Companies to:

(a) amend its Organizational Documents;

(b) enter into any joint venture, strategic alliance, noncompetition or similar arrangement that affects any Acquired Company, the Lucedale Plant, or the Pascagoula Terminal;

(c) sell, assign, transfer, lease, or otherwise dispose of any material Asset of the Business in excess of $500,000 individually; *provided*, *however*, any sale, assignment, transfer, lease, or other disposal of any material Asset of the Business shall be for at least fair market value (as determined in the reasonable discretion of Seller);

(d) abandon the Lucedale Plant or the Pascagoula Terminal or liquidate, dissolve, or otherwise wind up the Business or any Acquired Company;

(e) incur any Indebtedness for Borrowed Money that, at Closing, would become a liability of any Acquired Company (other than payment obligations with respect to the JCPA Bonds and loans in connection with the MBFC Bonds);

(f) repurchase, redeem, or otherwise acquire any equity interests from its equity holders or former equity holders;

(g) issue, grant, or sell any equity interests (or options, warrants, or rights to acquire same) or any other securities or obligations convertible into or exchangeable for any of its equity interests;

(h) permit amendment or termination of any Material Contract to which any Acquired Company is a party or permit the entry into any Contract that, if entered into prior to the Execution Date, would be considered a Material Contract;

(i) make a loan or extend credit to any Person (other than extensions of credit to customers in the ordinary course of business);

(j) commence or settle any material lawsuit or legal action to which any Acquired Company is party or that otherwise affects the Business (excluding any construction-related Legal Proceeding or other construction-related dispute);

(k) hire or engage any employees or individual service providers or adopt, maintain, contribute to, or incur any material liability (whether actual, contingent or otherwise) or obligation with respect to any Benefit Plan, in each case, other than obligations (i) to independent contractors who perform services for any Acquired Company in the ordinary course of business or (ii) pursuant to the Management Services Agreement;

(l) mortgage, pledge, or subject to any Lien (other than (x) any Permitted Lien or (y) Liens pursuant to the Holdings Credit Documents which are released in connection with Closing) any of its material Assets or properties;

(m) acquire by merger, consolidation, or otherwise any material Assets or business of any corporation, partnership, association, or other business organization or division thereof;

(n) change in any material respect its accounting practices or principles except as required by GAAP;

(o) take any action or steps that could result in any Acquired Company being treated as any type of entity other than a disregarded entity for Tax purposes, as described in Treasury Regulations Section 301.7701-3 (or any corresponding or similar provision of state or local Tax Law) through the Closing Date; or

(p) agree to do any of the foregoing.

Section 5.2 ***Commercially Reasonable Efforts***. Subject to the terms and conditions of this Agreement, each of Purchaser and Seller shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable to consummate the Transaction and to ensure the satisfaction of its conditions to Closing set forth herein.

Section 5.3 ***Access***.

(a) From the Execution Date through the earlier of the termination of this Agreement pursuant to Article VIII and the Closing, Seller shall, and shall cause the Acquired Companies to afford Purchaser and its authorized Representatives reasonable access, during normal business hours and in such manner as not unreasonably to interfere with normal operation of the Business, to the properties, books, Contracts, records and appropriate officers and employees who currently provide services to the Acquired Companies, the Lucedale Plant, or the Pascagoula Terminal and shall furnish such authorized Representatives with all financial data and other information concerning the Acquired Companies, the Lucedale Plant, and the Pascagoula Terminal as Purchaser and such Representatives may reasonably request. Notwithstanding the foregoing, Purchaser shall have no right of access to, and Seller and the Acquired Companies shall not have any obligation to provide to Purchaser, information relating to (i) any proprietary data which relates to another business or asset of Seller and is not primarily used in connection with the ownership, use or operation of the Business, (ii) any information subject to contractual confidentiality obligations or any privilege (including attorney-client privilege), (iii) any information the disclosure of which would result in a violation of Law, or (iv) any information related to Seller's negotiation or preparation of this Agreement or the other Transaction Documents or the sale process related thereto.

(b) Purchaser agrees to defend, indemnify, and hold harmless Seller, each of the Acquired Companies, and their respective Affiliates and its and their respective Representatives, from and against any and all Damages incurred by any such Person arising out of the access rights under Section 5.3(a), including in respect of any claims against Seller or its Affiliates by any Representatives of

Purchaser for any injuries or property damage sustained while present at the Lucedale Plant, the Pascagoula Terminal, or on any real property owned or leased by any of the Acquired Companies.

Section 5.4 ***Tax Matters***.

(a) To the extent Transfer Taxes may be due and payable in connection with the Transaction, such Transfer Taxes shall be borne equally by Seller and Purchaser. Seller and Purchaser shall reasonably cooperate in obtaining applicable exemptions from, or taking other actions to reduce, Transfer Taxes in accordance with applicable Law.

(b) Seller shall prepare (or cause to be prepared) and file (or cause to be filed) all Tax Returns for the Acquired Companies for all periods ending on or prior to the Closing Date that are filed after the Closing Date. Seller shall timely pay or cause to be paid all Taxes shown as due on such Tax Returns. Purchaser shall prepare all Straddle Period Tax Returns and shall timely pay or cause to be paid all Taxes shown as due on such Tax Returns. To the extent required or permitted by applicable Law, Seller and Purchaser shall each include any income, gain, loss, deduction or other Tax items for such periods on its Tax Returns in a manner consistent with the manner in which Seller included such items for such periods.

(c) If any Governmental Entity issues to any of Seller, Seller's Affiliates, Purchaser, or Purchaser's Affiliates a notice of deficiency or any other type of proposed adjustment of Taxes of any Acquired Company or with respect to any of their respective operations or Assets that could give rise to a claim for indemnification under Section 7.2(a) (a "***Tax Contest***"), the party receiving such notice shall notify the other within fifteen (15) Business Days of receipt of the notice of deficiency or other proposed adjustment; *provided*, *however*, failure to give such notification shall not affect the indemnification provided pursuant to Section 7.2(a) except to the extent Purchaser shall have been materially prejudiced as a result of such failure. Provided Seller notifies Purchaser of its intent to control such Tax Contest within fifteen (15) Business Days after receipt of notification from Purchaser or delivery of notification to Seller as set forth in the immediately preceding sentence, Seller will have the right, at its expense, to control the defense of such Tax Contest. With respect to any Tax Contest for which Seller exercises its right to control, Seller shall (i) notify Purchaser of significant developments with respect to such Tax Contest and keep Purchaser reasonably informed and consult with Purchaser as to the resolution of any issue that would materially affect Purchaser and (ii) give Purchaser a copy of any Tax adjustment proposed in writing with respect to such Tax Contest and copies of any other written correspondence with the relevant Governmental Entity relating to such Tax Contest. Notwithstanding anything to the contrary in this Agreement, the provisions in this Section 5.4(c) shall apply to any Tax Contest and the procedures in Section 7.3 shall not be applicable to a Tax Contest.

(d) Seller and Purchaser shall use commercially reasonable efforts to agree to an allocation of the total consideration (the Purchase Price plus any other amounts constituting consideration for U.S. federal income tax purposes) among the assets of the Acquired Companies and the Assigned Contracts, as applicable, in accordance with Section 1060 of the Code and Treasury regulations promulgated thereunder within thirty (30) Business Days after the Closing Date (the "***Purchase Price Allocation***"). If Seller and Purchaser reach an agreement with respect to the Purchase Price Allocation, (i) the parties shall use commercially reasonable efforts to update the Purchase Price Allocation in a manner consistent with Section 1060 of the Code following any adjustment to the Purchase Price pursuant to this Agreement, and (ii) Seller and Purchaser shall, and shall cause their respective Affiliates to, report consistently with the Purchase Price Allocation in all Tax Returns, including IRS Form 8594, which Seller and Purchaser shall timely file with the IRS, and neither Seller nor Purchaser shall take any position in any Tax Return that is inconsistent with the Purchase Price Allocation, as adjusted, in each case, unless required to do so by a final determination within the meaning of Section 1313 of the Code, and each of Seller and Purchaser agree to promptly advise each other regarding the existence of any Tax audit, controversy or litigation related to the Purchase Price Allocation.

Section 5.5 ***Updating***. From time to time until the Closing, each of Enviva Holdings and Seller may at its option supplement or amend and deliver written updates to (or add Schedules to) the Disclosure Schedules as necessary to disclose any events or developments that occur or information that is learned between the date of this Agreement and the Closing Date. Enviva Holdings and Seller shall be considered in material breach of this Agreement for purposes of Section 8.1(c) if the event, action, development or occurrence which is the subject of the supplement, amendment or update (a) constitutes a material breach by Enviva Holdings or Seller of any provision of this Agreement or (b) has a Material Adverse Effect; *provided*, *however*, in the case of subclause (a) or (b), in the event Purchaser provides notice of termination for a material breach of this Agreement pursuant to Section 8.1(c) as a result of any supplement, amendment or update, Enviva Holdings and Seller shall have a period of thirty (30) days following written notice from Purchaser to cure any breach of this Agreement if the breach is curable; *provided*, *further*, if Purchaser does not elect to terminate this Agreement pursuant to Section 8.1(c) as a result thereof, any such update made pursuant to this Section 5.5 shall be considered for purposes of determining

whether the condition in Section 6.2(b) has been satisfied, but shall be disregarded for purposes of (x) determining whether the condition in Section 6.2(c) has been satisfied and (y) Article VII.

Section 5.6 ***Seller Approvals and Consents***. Seller shall make, obtain, or give, as applicable, all Seller Approvals and Consents prior to or in connection with Closing.

Section 5.7 ***Support Obligations***. Prior to the Closing, Purchaser shall effect the fully and unconditional release, effective as of the Closing, of Seller, Enviva Holdings, and/or their Affiliates, as applicable, from all outstanding credit support obligations set forth on Schedule 5.7 (the "***Support Obligations***"), including by as promptly as reasonably practicable following the Execution Date replacement guaranties, letters of credit and/or cash collateral, as needed, to effect the replacement of such Support Obligations by the Closing.

Section 5.8 ***JCPA System Restructuring***. Prior to the Closing, Seller shall have the right to implement the JCPA System Restructuring. In the event the JCPA System Restructuring does not occur prior to the Closing, then (a) in the event the Dome 2 Transfer has not occurred prior to the Closing, Seller shall reimburse Purchaser on the later of (i) December 31, 2021 and (ii) 30 days after the date on which Dome 2 is Substantially Complete, in each case, for the capital expenditures incurred or paid by Pascagoula for Dome 2 and/or (b) in the event Barge Unloading has not been assigned or otherwise transferred to PAS Phase 2 HoldCo prior to the Closing, Seller shall reimburse Purchaser on the later of (i) June 30, 2022 and (ii) 30 days after the date on which Barge Unloading is Substantially Complete, in each case, for the capital expenditures incurred or paid by Pascagoula for Barge Unloading.

ARTICLE VI
CONDITIONS TO CLOSING

Section 6.1 ***Mutual Closing Conditions***. The respective obligation of each Party to proceed with the Closing is subject to the satisfaction or waiver by each of the Parties (subject to applicable Laws) on or prior to the Closing Date of all of the following conditions:

(a) All necessary filings with and consents of any Governmental Entity required for the consummation of the Transaction and the other Transaction Documents shall have been made and obtained, as applicable; *provided*, *however*, prior to invoking this condition, the invoking party shall have used commercially reasonable efforts to make or obtain such filings and consents; and

(b) (i) No effective injunction, writ or preliminary restraining order or any order of any nature is issued and outstanding by a Governmental Entity of competent jurisdiction prohibiting the consummation of the Transaction and (ii) there shall not be any action or proceeding before any Governmental Entity with respect to which an unfavorable judgment, order, decree, or ruling would prohibit the consummation of the Transaction or declare the consummation of the Transaction unlawful or require the consummation of the Transaction to be rescinded.

Section 6.2 ***Purchaser's Closing Conditions***. Purchaser's obligation to consummate the Transaction is subject to the satisfaction (or to the extent permitted by applicable Laws, waiver by Purchaser), at or prior to the Closing, of each of the following conditions:

(a) Each of Enviva Holdings and Seller shall have performed and complied in all material respects with all the covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date;

(b) The representations and warranties (other than the Fundamental Representations of Enviva Holdings and Seller) made by Enviva Holdings and Seller in Article III (without giving effect to any materiality or Material Adverse Effect qualifiers contained therein, except in the case of the term Material Contract) shall be true and correct on and as of the Closing Date as though made on and as of the Closing Date (other than those representations and warranties that speak to an earlier date, which representations and warranties shall be

true and correct as of such earlier date), except to the extent the failure of such representations and warranties to be so true and correct would not, in the aggregate, have a Material Adverse Effect. The Fundamental Representations made by Enviva Holdings and Seller in Article III shall be true and correct as of the Closing Date as though made on and as of the Closing Date (other than those representations and warranties that speak to an earlier date, which representations and warranties shall be true and correct as of such earlier date). For purposes of determining whether the condition in this Section 6.2(b) has been satisfied, any breach of a representation or warranty arising from any Person's compliance with the express terms of this Agreement shall be disregarded;

(c) Since the Execution Date, there shall have been no event, change, occurrence, development or set of circumstances or facts that, individually or in the aggregate, have had a Material Adverse Effect; and

(d) Seller and Enviva Holdings, as applicable, shall have delivered or caused the delivery of the Closing deliverables set forth in Section 2.4(a).

Section 6.3 ***Seller's Closing Conditions***. The obligation of Enviva Holdings and Seller to consummate the Transaction is subject to the satisfaction (or to the extent permitted by applicable Laws, waiver by Enviva Holdings and Seller), at or prior to the Closing, of each of the following conditions:

(a) Purchaser shall have performed and complied in all material respects with all the covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date;

(b) The representations and warranties in Article IV shall be true and correct on and as of the Closing Date as if remade thereon (except in each case to the extent such representations and warranties speak to an earlier date, in which case as of such earlier date). For purposes of determining whether the condition in this Section 6.3(b) has been satisfied, any breach of a representation or warranty arising from any Person's compliance with the express terms of this Agreement shall be disregarded (including the JCPA System Restructuring); and

(c) Purchaser shall have delivered or caused the delivery of the Closing deliverables set forth in Section 2.4(b).

ARTICLE VII
INDEMNIFICATION

Section 7.1 ***Survival***. The representations and warranties of the Parties contained in this Agreement or in any certificate or other writing delivered pursuant hereto or in connection herewith shall survive for a period of twelve (12) months following the Closing Date, except that:

(a) the representations and warranties contained in Section 3.9 (Taxes) shall survive until thirty (30) days following the expiration of the applicable statute of limitations; and

(b) the representations and warranties contained in Section 3.1 (Organization), Section 3.2 (Authority; Enforceability), Section 3.3 (Title to Acquired Interests), Section 3.6 (Ownership), Section 3.10 (Brokerage Arrangements), Section 4.1 (Organization), Section 4.2 (Authority; Enforceability), and Section 4.6 (Brokerage Arrangements) (the "***Fundamental Representations***") shall survive indefinitely or until the latest date permitted by Law.

Upon the expiration of any representation and warranty pursuant to this Section 7.1, unless written notice of a claim based on such representation and warranty shall have been delivered to the Indemnifying Party prior to such expiration, no claim may be brought based on the breach of such representation and warranty. The covenants made in this Agreement shall survive the Closing and remain operative and in full force and effect indefinitely or until the latest date permitted by Law.

Section 7.2 ***Indemnification***. From and after the Closing, and subject to this Article VII:

(a) Enviva Holdings and Seller, as applicable, shall indemnify, defend and hold harmless Purchaser, its Affiliates, and its and their respective officers, directors, managers, employees, counsel, agents and representatives (collectively, the "***Purchaser Indemnitees***"), to the fullest extent permitted by applicable Law, from and against any and all Damages incurred or suffered by any

Purchaser Indemnitee to the extent caused by, resulting from, arising out of, or relating to the breach of any of (i) the representations or warranties, or (ii) the covenants, in each case, of Enviva Holdings and Seller contained herein; *provided*, *however*, such claim for indemnification relating to a breach of a representation or warranty is made prior to the expiration of the survival of such representation or warranty as set forth in Section 7.1.

(b) Purchaser shall indemnify, defend, and hold harmless Seller, Enviva Holdings, their Affiliates and their respective officers, directors, managers, employees, counsel, agents and representatives (collectively, the "***Seller Indemnitees***"), to the fullest extent permitted by applicable Law, from and against all Damages incurred by or suffered by any Seller Indemnitee arising out of or relating to (i) the breach of any of (A) the representations or warranties, or (B) the covenants, in each case, of Purchaser contained herein; *provided*, *however*, such claim for indemnification relating to a breach of a representation or warranty is made prior to the expiration of the survival of such representation or warranty as set forth in Section 7.1, or (ii) any demand, assertion, claim, action or proceeding, judicial or otherwise, by any third party against any Seller Indemnitee that pertains to the business or operations of the Acquired Companies, the Lucedale Plant, and the Pascagoula Terminal or the ownership of the Acquired Interests or the Assigned Contracts, except to the extent of any matters for which Seller is obligated to indemnify any Purchaser Indemnitee under Section 7.2(a).

Section 7.3 ***Conduct of Indemnification Proceedings***.

(a) If any Legal Proceeding shall be brought or asserted against any Purchaser Indemnitee or Seller Indemnitee and such Person is entitled to indemnity hereunder (the "***Indemnified Party***"), such Indemnified Party shall promptly notify the Person from whom indemnity is sought (the "***Indemnifying Party***") in writing, and the Indemnifying Party shall assume the defense thereof, including the employment of one counsel reasonably satisfactory to the Indemnified Party and the payment of all fees and expenses incurred in connection with defense thereof; *provided*, *however*, the failure of any Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Agreement, except (and only) to the extent that it shall be finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) that such failure shall have adversely prejudiced the Indemnifying Party.

(b) An Indemnified Party shall have the right to employ separate counsel in any such Legal Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless: (i) the Indemnifying Party shall have failed promptly to assume the defense of such Legal Proceeding or (ii) the named parties to any such Legal Proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party. The Indemnifying Party shall not be liable for any settlement of any such Legal Proceeding effected without its written consent, which consent shall not be unreasonably withheld. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending Legal Proceeding in respect of which any Indemnified Party is a party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Legal Proceeding and does not contain any admission of wrongdoing or illegal conduct.

(c) All reasonable fees and expenses of the Indemnified Party that are Damages for which the Indemnified Party is entitled to indemnification hereunder (including reasonable fees and expenses to the extent incurred in connection with investigating or preparing to defend such Legal Proceeding in a manner not inconsistent with this Agreement) shall be paid to the Indemnified Party, as incurred, within ten (10) Business Days after written notice thereof to the Indemnifying Party; *provided*, *however*, the Indemnifying Party may require such Indemnified Party to undertake to reimburse all such fees and expenses to the extent it is judicially determined that such Indemnified Party is not entitled to indemnification for such fees and expenses hereunder.

Section 7.4 ***Limitations***.

(a) Neither Seller nor Purchaser shall be required to indemnify any Indemnified Party for any Damages for any breach of a representation or warranty under Section 7.2(a)(i) or Section 7.2(b)(i)(A), as applicable, unless and until the total of all of the Damages properly asserted against such Indemnifying Party under Section 7.2(a)(i) or Section 7.2(b)(i)(A), as applicable, exceeds 1% of

the Purchase Price, at which time the applicable Indemnified Parties shall be entitled to recover the aggregate amount of all Damages in excess of such threshold; *provided*, *however*, the aggregate liability of each of Purchaser or Seller for indemnity for any breach of a representation or warranty under Section 7.2(a)(i) or Section 7.2(b)(i)(A), as applicable, shall not exceed 10% of the Purchase Price. Notwithstanding anything in the foregoing to the contrary, the limitations contemplated by this Section 7.4(a) shall not apply to any claims (i) for Damages arising out of or relating to the breach of any covenant pursuant to Section 7.2(a)(ii) or Section 7.2(b)(i)(B), as applicable, (ii) for fraud or intentional, criminal, or willful misrepresentation or misconduct, or (iii) for Damages arising out of or relating to the breach of any Fundamental Representation or any representation or warranty of Seller set forth in Section 3.9; *provided*, *however*, the aggregate liability of each of Purchaser or Seller, in each case, for Damages arising out of or relating to the breach of the Fundamental Representations or pursuant to Section 7.2(a)(ii) or Section 7.2(b)(i)(B) for the breach of a covenant shall not exceed the Purchase Price.

(b) For purposes of determining the amount of Damages, with respect to any asserted claim for indemnification by a Purchaser Indemnitee, such determination shall be made without regard to any qualifier as to "material," "materiality" or Material Adverse Effect expressly contained in Article III (except in the case of the term Material Contract); *provided*, *however*, this Section 7.4(b) shall not so modify the representations and warranties for purposes of first determining whether a breach of any representation or warranty has occurred.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE PARTIES EXPRESSLY AGREE NEITHER ENVIVA HOLDINGS, SELLER, NOR PURCHASER SHALL HAVE ANY LIABILITY TO ANY PARTY FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, CONSEQUENTIAL, SPECIAL, REMOTE, OR SPECULATIVE DAMAGES, SAVE AND EXCEPT SUCH DAMAGES PAYABLE WITH RESPECT TO THIRD PARTY CLAIMS FOR WHICH SUCH INDEMNIFYING PARTY IS OBLIGATED TO PROVIDE INDEMNIFICATION UNDER SECTION 7.2.

(d) Seller shall not be liable for indemnification under Section 7.2(a), and the Purchaser Indemnitees shall have no right to recover any Damages under Section 7.2(a), to the extent Purchaser or its subsidiaries have been compensated for the Damages claim pursuant to the Purchase Price adjustments in Section 2.5, the Make-Whole Agreement, or otherwise.

Section 7.5 ***Exclusive Remedy***. The indemnities in Section 7.2 shall survive Closing. The indemnities provided in Section 7.2 and the provisions of Section 9.11 shall, from and after Closing, be the sole and exclusive remedy of Purchaser, Enviva Holdings, and Seller against one another and their respective Representatives relating to this Agreement and the transactions that are the subject of this Agreement; *provided*, *however*, no limitations set forth in this Article VII shall apply to any claim for Damages arising from fraud, willful misconduct, criminal acts, or knowing and intentional breach of this Agreement.

Section 7.6 ***Tax Treatment of Indemnity Payments.*** Any payments made pursuant to this Article VII shall be treated as an adjustment to the Purchase Price for U.S. federal income tax purposes, including for purposes of the Purchase Price Allocation.

ARTICLE VIII
TERMINATION RIGHTS

Section 8.1 ***Termination Rights***. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written consent of the Parties;

(b) by either Party in writing if the Closing has not occurred on or before July 31, 2021; *provided*, *however*, the Party seeking to terminate is not in material default or breach of this Agreement;

(c) by either Party in writing without prejudice to other rights and remedies the terminating Party or its Affiliates (other than the non-terminating Party and its wholly owned subsidiaries) may have (*provided*, *however*, the terminating Party and its Affiliates (other than the non-terminating Party and its wholly owned subsidiaries) are not otherwise in material default or breach of this Agreement, or have not failed or refused to close without justification hereunder), if the other Party or its Affiliates (other than the terminating Party and its wholly owned subsidiaries) shall have (i) failed to perform in any material respect its covenants or agreements contained herein required to be performed by such Party or its Affiliates (other than the non-terminating Party and its wholly owned subsidiaries) on or prior to the Closing or (ii) breached in any material respect any of its representations or warranties contained herein; *provided*, *however*,

in the case of subclause (i) or (ii), the breaching Party shall have a period of thirty (30) days following written notice from the non-breaching Party to cure any breach of this Agreement if the breach is curable; or

(d) by either Party in writing, without liability, if there shall be any action or proceeding before any Governmental Entity with respect to which an unfavorable judgment, order, decree or ruling would reasonably be expected to prohibit the consummation of the Transaction or declare the consummation of the Transaction unlawful or require the consummation of the Transaction to be rescinded.

Section 8.2 ***Effect of Termination***. In the event of the termination of this Agreement pursuant to Section 8.1, all obligations of the Parties hereto shall terminate, except for the provisions of this Section 8.2, Section 3.10, Section 3.12, Section 4.6, Section 5.3(b), Section 7.4(c), and Article IX and the Parties shall have no liability to each other under or relating to this Agreement except as provided in such provisions; *provided*, *however*, nothing herein shall prejudice the ability of the non-breaching Party from seeking damages from the other Party for any fraud, willful misconduct, criminal acts, or knowing and intentional breach of this Agreement prior to termination.

ARTICLE IX
GENERAL

Section 9.1 ***Entire Agreement; Successors and Assigns***.

(a) Except for the other Transaction Documents, this Agreement supersedes all prior oral discussions and written agreements among the Parties with respect to the subject matter of this Agreement (except to the extent specifically incorporated by reference herein). This Agreement contains the sole and entire agreement among the Parties hereto with respect to the subject matter hereof.

(b) All of the terms, covenants, representations, warranties, and conditions of this Agreement will be binding upon, and inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

(c) Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assignable by either Party without the prior written consent of the other Party; *provided*, *however*, Purchaser may assign its rights, interests, or obligations hereunder to EVA or a wholly owned subsidiary of Purchaser without the prior written consent of Seller; *provided*, *further*, no such assignment by Purchaser shall relieve Purchaser of any of its obligations hereunder.

Section 9.2 ***Amendments and Waivers***. All amendments to this Agreement must be in writing and signed by the Parties. A Party may, only by an instrument in writing, waive compliance by the other Party with any term or provision of this Agreement. The waiver by any Party of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach. Except as otherwise expressly provided herein, no failure to exercise, delay in exercising, or single or partial exercise of any right, power, or remedy by a Party, and no course of dealing between the Parties, shall constitute a waiver of any such right, power, or remedy.

Section 9.3 ***Notices***. Unless otherwise provided herein, all notices, requests, consents, approvals, demands, and other communications to be given hereunder will be in writing and will be deemed given upon (a) confirmed delivery by a reputable overnight carrier or when delivered by hand, addressed to the respective Parties listed below at the following addresses (or such other address for a Party hereto as will be specified by like notice), (b) actual receipt, (c) the expiration of four (4) Business Days after the day when mailed by registered or certified mail (postage prepaid, return receipt requested), addressed to the respective Parties listed below at the following addresses (or such other address for a Party hereto as will be specified by like notice), or (d) delivery by electronic mail to a Party at the electronic mail address set forth below (or at such other address as such Party shall designate by like notice):

If to Seller, addressed to:

Enviva Development Holdings, LLC
7272 Wisconsin Avenue

Suite 1800
Bethesda, MD 20814
Attn: President and General Counsel
Email: william.schmidt@envivabiomass.com

with a copy to, which shall not constitute notice:

Vinson & Elkins L.L.P.
1114 Avenue of the Americas, 32nd Floor
New York, New York 10036
Attn: Caroline Blitzer Phillips
Email: cphillips@velaw.com

If to Purchaser, addressed to:

Enviva, LP
c/o Enviva GP, LLC (as General Partner)
7272 Wisconsin Avenue
Suite 1800
Bethesda, MD 20814
Attn: Chair, Conflicts Committee of the Board of Directors
Email: JohnB@bostonavenue.com

with a copy to, which shall not constitute notice:

Baker Botts L.L.P.
30 Rockefeller Plaza
New York, NY 10112
Attn: Michael Swidler
Email: michael.swidler@bakerbotts.com

Section 9.4 ***Governing Law***. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware without reference to the choice of Law principles thereof.

Section 9.5 ***Dispute Resolution; Waiver of Jury Trial***.

(a) Each of the Parties (i) consents to submit itself to the exclusive personal jurisdiction and venue of any U.S. federal court located in the State of Delaware or any Delaware state court with respect to any suit relating to or arising out of this Agreement or any of the transactions contemplated hereby, (ii) agrees it will not attempt to defeat or deny such personal jurisdiction or venue by motion or otherwise, (iii) agrees it will not bring any such suit in any court other than a U.S. federal or state court sitting in the State of Delaware, (iv) irrevocably agrees any such suit (whether at law, in equity, in contract, in tort or otherwise) shall be heard and determined exclusively in such U.S. federal or state court sitting in the State of Delaware, (v) agrees to service of process in any such action in any manner prescribed by the Laws of the State of Delaware, and (vi) agrees service of process upon such Party in any action or proceeding shall be effective if notice is given in accordance with Section 9.3.

(b) EACH PARTY ACKNOWLEDGES AND AGREES ANY SUCH CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUCH LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTION.

Section 9.6 ***Disclosure Schedules***. The inclusion of any information (including dollar amounts) in any of the Schedules delivered by Seller pursuant to this Agreement (collectively, the "***Disclosure Schedules***") shall not be deemed to be an admission or

acknowledgment by any Party that such information is required to be listed on such section of the relevant Disclosure Schedules or is material to or within or outside the ordinary course of business of such Party. The information contained in this Agreement, the Exhibits hereto, and the Disclosure Schedules is disclosed solely for purposes of this Agreement, and no information contained herein or therein shall be deemed to be an admission by any Party hereto to any third party of any matter whatsoever (including any violation of any Law or breach of contract). The listing (or inclusion of a copy) of a document or other item under one Disclosure Schedule to a representation or warranty made herein shall be deemed adequate to disclose an exception to a separate representation or warranty made herein if it is reasonably clear such document or other item applies to such other representation or warranty made herein. For the avoidance of doubt, all information contained in the Disclosure Schedules is subject to Section 3.12 and Section 4.8. Unless the context otherwise requires, all capitalized terms used in the Disclosure Schedules shall have the respective meanings assigned in this Agreement.

Section 9.7 ***Severability***. In the event any of the provisions hereof are held to be invalid or unenforceable under applicable Laws, the remaining provisions hereof will not be affected thereby. In such event, the Parties hereto agree and consent such provisions and this Agreement will be modified and reformed so as to effect the original intent of the Parties as closely as possible with respect to those provisions that were held to be invalid or unenforceable.

Section 9.8 ***Transaction Costs and Expenses***. Except as otherwise specified in this Agreement, the Parties will bear all of their own costs, fees, and expenses, if any, incurred by or on their behalf in connection with the Transaction.

Section 9.9 ***Rights of Third Parties***. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties, any right or remedies under or by reason of this Agreement; *provided*, *however*, each of Seller Indemnitees and Purchaser Indemnitees is an express, intended third-party beneficiary of this Agreement.

Section 9.10 ***Counterparts***. This Agreement may be executed by electronic mail exchange of .pdf signature pages and in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party hereto and delivered (including by electronic mail exchange of .pdf signature pages) to the other Parties hereto.

Section 9.11 ***Specific Performance***. The Parties agree if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, irreparable damage would occur and money damages may not be a sufficient remedy. In addition to any other remedy at law or in equity, each of Seller and Purchaser shall be entitled to specific performance by the other Party of its obligations under this Agreement and immediate injunctive relief, without the necessity of proving the inadequacy of money damages as a remedy.

Section 9.12 ***Publicity***. All press releases or other public communications of any nature whatsoever relating to the Transaction, and the method of the release for publication thereof, shall be subject to the prior consent of each Party, which consent shall not be unreasonably withheld, conditioned or delayed by any Party; *provided*, *however*, nothing herein shall prevent a Party from publishing such press releases or other public communications as such Party may consider necessary in order to satisfy such Party's obligations at Law or under the rules of any stock or commodities exchange or the Securities and Exchange Commission after consultation with the other Party as is reasonable under the circumstances.

Section 9.13 ***Further Assurances***. The Parties agree, from time to time after the Closing Date and without any further consideration, each of them will execute and deliver, or cause to be executed and delivered, such further agreements and instruments and take such other action as may be necessary to effectuate the provisions, purposes, and intents of the Transaction Documents. Without limiting the generality of the foregoing, Seller and Purchaser shall from time to time after the Closing, execute, deliver, acknowledge, file and record, or cause to be executed, delivered, acknowledged, filed and recorded, such further instruments of sale, conveyance, transfer, assignment or delivery and such further consents, certifications, affidavits, and assurances as Seller or Purchaser may reasonably request to vest in Purchaser or its designees and their respective successors and assigns all right, title and interest in the Acquired Interests, the Business, and the Assigned Contracts, or otherwise to consummate and make effective the transactions contemplated by the Transaction Documents upon the terms and conditions set forth herein. The Parties will coordinate and cooperate with each other in exchanging such information and assistance as any of the Parties may reasonably request in connection with the foregoing.

[Signature page follows.]

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

SELLER:

ENVIVA DEVELOPMENT HOLDINGS, LLC

By: /s/ William H. Schmidt, Jr.
Name: William H. Schmidt, Jr.
Title: President and General Counsel

PURCHASER:

ENVIVA, LP

By: Enviva GP, LLC,
as its sole general partner

By: /s/ Shai Even
Name: Shai Even
Title: Executive Vice President and Chief Financial Officer

ENVIVA HOLDINGS:

ENVIVA HOLDINGS, LP

By: Enviva Holdings GP, LLC,
as its sole general partner

By: /s/ William H. Schmidt, Jr.
Name: William H. Schmidt, Jr.
Title: Executive Vice President, Corporate Development and General Counsel

[Signature Page to Contribution Agreement]

EXHIBIT A

DEFINITIONS

"***A&R Facility Use and Operations Agreement***" has the meaning set forth in Schedule A-5.

"***Acquired Companies***" means, collectively, JV2 Holdings, Enviva Finance, Lucedale, and Pascagoula.

"***Acquired Interests***" has the meaning set forth in the recitals.

"***Affiliate***" means with respect to an entity, any other entity controlling, controlled by or under common control with such entity. As used in this definition, the term "control," including the correlative terms "controlling", "controlled by" and "under common control with," means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through ownership of voting securities, by contract or otherwise. Notwithstanding anything in this definition to the contrary, for the purposes of this Agreement, (a) (i) prior to the Closing, each of the Acquired Companies shall be considered to be an Affiliate of Seller and not an Affiliate of Purchaser and (ii) on and after the Closing, each of the Acquired Companies shall be considered to be an Affiliate of Purchaser and not an Affiliate of Seller; and (b) other than with respect to the Acquired Companies, none of Purchaser and its subsidiaries, on the one hand, and Seller and its subsidiaries, on the other hand, shall be considered to be Affiliates with respect to each other.

"***Agreement***" has the meaning set forth in the preamble.

"***Assets***" of any Person means all assets and properties of every kind, nature, character and description (whether real, personal or mixed, whether tangible or intangible and wherever situated), including the related goodwill, which assets and properties are operated, owned or leased by such Person.

"***Assigned Contracts***" means, collectively, the Assigned Offtake and Shipping Contracts, the Assigned Guarantee and the Assigned Purchase Agreement.

"***Assigned Guarantee***" means the provision of the agreement set forth on Schedule A-2.

"***Assigned Offtake and Shipping Contracts***" means those agreements set forth on Schedule A-3.

"***Assigned Purchase Agreement***" means the provisions of the agreement set forth on Schedule A-4.

"***Barge Unloading***" has the meaning set forth in the Facility Use and Operations Agreement.

"***Benefit Plan***" means any plan, policy, understanding, arrangement, written contract or agreement that provides or is designed to provide compensation or benefits to or with respect to employees or individual service providers.

"***Business***" means the business of the Acquired Companies as conducted as of the Execution Date or as of Closing, as applicable, and the activities incidental thereto; *provided*, *however*, the business of the Acquired Companies prior to Commercial Operations of the Lucedale Plant and the Pascagoula Terminal shall be deemed to be limited to the construction, development, and pursuit of Commercial Operations of the Lucedale Plant and the Pascagoula Terminal, as applicable.

"***Business Day***" means any day other than Saturday, Sunday, or holiday on which banks are generally open for business in New York City; *provided*, *however*, banks shall be deemed to be generally open for business in the event of a "shelter in place" or similar closure of physical branch locations at the direction of any Governmental Entity if such banks' electronic funds transfer system (including for wire transfers) are open for use by customers on such day.

"***Closing***" has the meaning set forth in Section 2.3.

"***Closing Date***" has the meaning set forth in Section 2.3.

"***Closing Net Working Capital****"* has the meaning set forth in Section 2.5(b).

"***Code***" means the Internal Revenue Code of 1986, or any amending or superseding tax Laws of the United States of America.

"***Commercial Operations***" means, with respect to a Wood Pellet Facility or a Terminal, substantial completion of construction of such Wood Pellet Facility or Terminal, as applicable (other than punch list items), and (a) in the case of any Wood Pellet Facility, the commencement of the production and shipment of wood pellets by such Wood Pellet Facility to the Pascagoula Terminal and (b) in the case of any Terminal, the commencement of the terminaling and export of wood pellets at and from such Terminal.

"***Conflicts Committee***" has the meaning set forth in the recitals.

"***Contract***" means any agreement, purchase order, commitment, evidence of indebtedness, mortgage, indenture, security agreement or other contract, entered into by a Person or by which a Person or any of its Assets are bound.

"***Contract Assignment***" has the meaning set forth in Section 2.4(a)(iv).

"***Damages***" means any and all debts, losses, liabilities, duties, Taxes, claims, damages, obligations, payments (including those arising out of any demand, assessment, settlement, judgment, or compromise relating to any actual or threatened Legal Proceeding), costs, and reasonable expenses, including any reasonable attorneys' fees, and any and all reasonable expenses whatsoever and howsoever incurred in investigating, preparing, or defending any Legal Proceeding, in all cases, whether matured or unmatured, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, known, or unknown. For the avoidance of doubt, Damages includes both inter-party damages (*i.e.*, between the Parties) and third-party damages.

"***Delayed Scheduled Capital Expenditures***" means the amount of capital expenditures scheduled to be paid by Seller, JV2 Holdings, Enviva Finance, Lucedale, or Pascagoula on or prior to the Closing Date as set forth in Schedule A-1 that were not paid prior to the Closing Date and which will be paid after the Closing Date.

"***Disclosure Schedules***" has the meaning set forth in Section 9.6.

"***Dome 2***" means the second storage dome at the Pascagoula Terminal.

"***Dome 2 Transfer***" has the meaning set forth in Schedule A-5.

"***Enviva Finance***" has the meaning set forth in the recitals.

"***Enviva Holdings***" has the meaning set forth in the preamble.

"***Enviva JV***" has the meaning set forth in the recitals.

"***Enviva ManagementCo***" means Enviva Management Company, LLC, a Delaware limited liability company.

"***Estimated Closing Net Working Capital***" has the meaning set forth in Section 2.5(b).

"***Estimated Purchase Price***" has the meaning set forth in Section 2.5(a).

"***EVA***" has the meaning set forth in the recitals.

"***EVA MSA Fee Waiver***" has the meaning set forth in Section 2.4(a)(vii).

"***Exchange Act***" means the Securities Exchange Act of 1934, and the rules and regulations of the SEC promulgated thereunder.

"***Execution Date***" has the meaning set forth in the preamble.

"***Facility Use and Operations Agreement***" means the Facility Use and Operations Agreement, dated June 20, 2016, by and between JCPA and Pascagoula, as amended by that certain First Amendment to the Facility Use and Operations Agreement dated March 13, 2018 by and between JCPA and Pascagoula and Second Amendment to the Facility Use and Operations Agreement dated March 12, 2019 by and between JCPA and Pascagoula.

"***Financial Advisor***" has the meaning set forth in the recitals.

"***FIRPTA Certificate***" means a certificate, issued pursuant to Treasury Regulations Section 1.1445-2(b) and signed and properly executed by Enviva Holdings, stating that Seller is a disregarded entity and Enviva Holdings is not a foreign person within the meaning of Code Section 1445.

"***Fundamental Representations***" has the meaning set forth in Section 7.1(b).

"***GAAP***" means generally accepted accounting principles in the United States as promulgated by the Financial Accounting Standards Board, or its predecessors or successors, as of the date of the statement or item to which such term refers, applied on a consistent basis during the period involved.

"***General Partner***" has the meaning set forth in the recitals.

"***Governmental Authorization***" means any franchise, permit, license, authorization, order, certificate, registration, plan, exemption, variance, decree, agreement, right, or other consent or approval granted by, or subject to approval by, any Governmental Entity.

"***Governmental Entity***" means any court, governmental department, commission, council, board, agency, bureau, or other instrumentality of the United States of America, any foreign jurisdiction, or any state, provincial, county, municipality, or local governmental unit thereof, including any Taxing Authority.

"***Guarantee Assignment***" has the meaning set forth in Section 2.4(a)(xi).

"***Holdings Credit Agreement***" means that certain Credit Agreement, dated as of February 17, 2021, by and among Enviva Holdings, Barclays Bank PLC, as administrative agent and as collateral agent, and each lender from time to time party thereto.

"***Holdings Credit Documents***" means, collectively, (a) the Holdings Credit Agreement and (b) the Collateral Documents (as defined in the Holdings Credit Agreement).

"***Indebtedness for Borrowed Money***" means with respect to any Person, at any date, without duplication, (a) all obligations of such Person for borrowed money (including intercompany obligations), including all principal, interest, premiums, fees, expenses, overdrafts and penalties with respect thereto, (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) all obligations of such Person to reimburse any bank or other Person in respect of amounts paid under a letter of credit or similar instrument, and (d) all indebtedness of any other Person of the type referred to in clauses (a) to (d) above directly or indirectly guaranteed by such Person or secured by any assets of such Person, whether or not such indebtedness has been assumed by such Person.

"***Indemnification Agreement***" has the meaning set forth in Section 2.4(a)(x).

"***Indemnified Party***" has the meaning set forth in Section 7.3(a).

"***Indemnifying Party***" has the meaning set forth in Section 7.3(a).

"***Interest Conveyance***" has the meaning set forth in Section 2.4(a)(iii).

"***Interim Services Agreement***" has the meaning set forth in Section 2.4(a)(viii).

"***ISA Guaranty***" has the meaning set forth in Section 2.4(a)(ix).

"***JCPA***" means Jackson County Port Authority.

"***JCPA Bonds***" means $24,000,000 Jackson County, Mississippi Taxable Port of Pascagoula General Obligation Bond, Series 2015, original dated December 11, 2015, as amended April 2, 2018 and June 15, 2020, issued by Jackson County Mississippi pursuant to Sections 59-9-1 *et seq.*, of Mississippi Code of 1972.

"***JCPA System***" has the meaning set forth in Schedule A-5.

"***JCPA System Restructuring***" means the completion of the items set forth on Schedule A-5.

"***JV2 Holdings***" has the meaning set forth in the recitals.

"***Laws***" means all applicable laws, statutes, rules, regulations, codes, ordinances, variances, judgments, injunctions, orders, and licenses of a Governmental Entity having jurisdiction over the Assets of any Person and the operations thereof.

"***Legal Proceeding***" means any judicial, administrative, or arbitral action, suit, hearing, inquiry, investigation, or other proceeding (public or private) before any Governmental Entity.

"***Lien***" means any lien, mortgage, pledge, preferential purchase right, option, security interest, or encumbrance of any nature whatsoever.

"***Lucedale***" has the meaning set forth in the recitals.

"***Lucedale Plant***" means the Wood Pellet Facility currently under construction in Lucedale, Mississippi, whose wood pellet production is expected to be exported through Pascagoula Terminal.

"***Make-Whole Agreement***" has the meaning set forth in Section 2.4(a)(v).

"***Management Services Agreement***" means the Management Services Agreement, dated as of April 9, 2015, by and among Enviva Holdings GP, LLC, Enviva Holdings, the direct and indirect subsidiaries of Enviva Holdings that are parties thereto (including Seller and the Acquired Companies), and Enviva ManagementCo.

"***Material Adverse Effect***" means a change, effect, event, or occurrence that has a material adverse effect on the Business, properties, financial condition, or results of operations of the Acquired Companies, the Lucedale Plant, or the Pascagoula Terminal (and calculated net of insurance proceeds), or prevents or materially delays the ability of Seller to consummate the Transaction; *provided*, *however*, in no event shall any change, effect, event, or occurrence that arises out of or relates to any of the following be deemed to constitute, or be taken into account in determining whether there has been, a Material Adverse Effect: (i) compliance with the terms of, or the taking of any action required by, this Agreement or actions or omissions of Seller that Purchaser has requested or to which Purchaser has expressly consented, the JCPA System Restructuring, or the pendency or announcement of the Transaction, (ii) changes or conditions affecting the wood pellet industry (including feedstock pricing, marketing, transportation, terminaling, and trading costs and margins) generally or regionally, to the extent not having a disproportionate adverse effect on any of the Acquired Companies, the Lucedale Plant, or the Pascagoula Terminal as compared to similarly situated businesses, (iii) changes in general economic, capital markets, regulatory, or political conditions in the United States or elsewhere (including interest rate fluctuations), (iv) changes in Law, GAAP, regulatory accounting requirements, or interpretations thereof, to the extent not having a disproportionate adverse effect on any of the Acquired Companies, the Lucedale Plant, or the Pascagoula Terminal as compared to similarly situated businesses, (v) fluctuations in currency exchange rates, (vi) acts of war, insurrection, sabotage, or terrorism, (vii) the failure of any Acquired Company to meet any budgets, projections, forecasts, or predictions of financial performance or estimates of revenue, earnings, cash flow, or cash position, or (viii) pandemics or disease outbreaks (including the COVID-19 virus and any mutation of the COVID-19 virus), or any other health crises or public health events, or the worsening of any of the foregoing, in each case to the extent not having a disproportionate adverse effect on any of the Acquired Companies, the Lucedale Plant, or the Pascagoula Terminal as compared to similarly situated businesses.

"***Material Contracts***" means the Assigned Offtake and Shipping Contracts and those material Contracts comprising each of the following types of Contracts related to the Business, including those set forth on Schedule 3.10(a) (which to the actual knowledge of Seller and Enviva Holdings, represent all of such Contracts other than (a) any such Contracts contemplated to be entered into in

connection with the Closing or otherwise referred to herein and (b) in contemplation of the Make-Whole Agreement, Contracts related to the construction of the Lucedale Plant or the Pascagoula Terminal):

(i) any Contract for Indebtedness for Borrowed Money, except for any that will be cancelled prior to Closing;

(ii) any Contract involving a remaining commitment to pay capital expenditures in excess of $1,000,000;

(iii) any Contract (or group of related Contracts with the same Person) for the lease of real or personal property to or from any Person providing for lease payments in excess of $1,000,000 per year;

(iv) any Contract between Seller or any of its Affiliates (other than any Acquired Company), on the one hand, and any Acquired Company, on the other hand, that will survive the Closing;

(v) any Contract that limits the ability of any Acquired Company, the Lucedale Plant, or the Pascagoula Terminal to compete in any line of business or with any Person or in any geographic area during any period of time after the Closing;

(vi) any partnership or joint venture agreement (other than the limited liability company agreement or any other organizational documents of Seller, Enviva Finance, Lucedale, Pascagoula, or their respective subsidiaries);

(vii) any Contract granting to any Person a right of first refusal, first offer, or right to purchase any of the Acquired Companies, the Lucedale Plant, or the Pascagoula Terminal which right survives the Closing (other than any of the Transaction Documents);

(viii) any Contract for the purchase or sale of wood pellets, biomass or any similar product; and

(ix) any other Contract (or group of related Contracts with the same Person) not enumerated in this definition, the performance of which by any party thereto involves consideration in excess of $1,000,000 per year, other than Contracts for the purchase of consumable inventory parts and for service and maintenance relating thereto, to the extent entered into in the ordinary course of business.

"***MBFC Bonds***" means the Mississippi Business Finance Corporation Taxable Revenue Bonds, Series 2020 (Enviva Port of Pascagoula, LLC Project), dated January 3, 2020, which is not to exceed $65,000,000, issued by the Mississippi Business Finance Corporation pursuant to Section 57-10-201 *et seq.*, of the Mississippi Code of 1972.

"***Mutual Indemnification Agreement***" has the meaning set forth in Schedule A-5.

"***Net Adjustment Amount***" has the meaning set forth in Section 2.5(c).

"***Operator***" shall mean Enviva Hamlet Operator, LLC, a Delaware limited liability company, which shall change its name to Enviva Lucedale Operator, LLC in advance of the Closing.

"***Organizational Documents***" means, with respect to any Person, the certificate of incorporation, articles of incorporation or association, certificate of formation, by-laws, limited liability company agreement, operating agreement, limited partnership agreement, or other governing documents and agreements that establish the legal personality of such Person.

"***Parties***" and "***Party***" have the meanings set forth in the preamble.

"***Pascagoula***" has the meaning set forth in the recitals.

"***Pascagoula Terminal***" means the Terminal currently under construction in the Port of Pascagoula, Mississippi.

"***Pascagoula TSA***" means the Terminal Services Agreement, dated November 2, 2019 by and between Pascagoula and Lucedale.

"***PAS Phase 2 HoldCo***" has the meaning set forth in Schedule A-5.

"***Permitted Liens***" means (i) statutory Liens for current Taxes or other governmental charges not yet due or delinquent or the amount or validity of which is being contested in good faith by appropriate proceedings by Seller or any Acquired Company, (ii) mechanics', carriers', workers', repairers' and similar statutory Liens arising or incurred in the ordinary course of business for amounts which are not delinquent and which are not, individually or in the aggregate, significant, (iii) zoning, entitlement, building and other land use regulations imposed by Governmental Entities having jurisdiction over the real property of any Acquired Company and not violated by the current use and operation of such Acquired Company's real property, (iv) covenants, conditions, restrictions, easements and other similar matters of record affecting title to any Acquired Company's real property that do not materially impair the occupancy or use of such Acquired Company's real property for the purposes for which it is currently used or proposed to be used in connection with Purchaser's or any Acquired Company's businesses, which shall include, without limitation, all such matters that are disclosed in (a) that certain Commitment for Title Insurance, with an effective date of June 8, 2020, issued by Old Republic Title Insurance Company, under File No. OR0034-19, relating to the Lucedale Plant, and (b) that certain Commitment for Title Insurance, with an effective date of February 14, 2019, issued by First American Title Insurance Company, issued under Commitment No. FA01017-19, relating to the Pascagoula Terminal, (v) public roads and highways, (vi) matters that would be disclosed by an inspection or accurate survey of each parcel of real property, (vii) Liens arising under worker's compensation, unemployment insurance, social security, retirement and similar legislation, (viii) purchase money liens and liens securing rental payments under capital lease arrangements, (ix) other Liens arising in the ordinary course of business and not incurred in connection with the borrowing of money, (x) Liens contained in the Organizational Documents of any Acquired Company, and (xi) that certain Claim of Lien filed on May 26, 2021 in the Office of the Chancery Court Clerk of George County, Mississippi against Lucedale for the outstanding balance due and owing H&M Construction Company, LLC.

"***Person***" means any individual or entity, including any corporation, limited liability company, partnership (general or limited), joint venture, association, joint stock company, trust, incorporated organization or Governmental Entity.

"***Phase 2 System***" has the meaning set forth in Schedule A-5.

"***Pre-Paid Scheduled Capital Expenditures***" means the amount of capital expenditures paid by Seller, JV2 Holdings, Enviva Finance, Lucedale, or Pascagoula (or, if the JCPA System Restructuring occurs prior to the Closing, assumed by Enviva Holdings or PAS Phase 2 HoldCo pursuant to the A&R Facility Use and Operations Agreement) on or prior to the Closing Date as set forth in Schedule A-1 that were not scheduled to be paid until after the Closing Date.

"***Purchase Agreement Assignment***" has the meaning set forth in Section 2.4(a)(xii).

"***Purchase Price***" has the meaning set forth in Section 2.2.

"***Purchase Price Allocation***" has the meaning set forth in Section 5.4(d).

"***Purchaser***" has the meaning set forth in the preamble.

"***Purchaser Indemnitees***" has the meaning set forth in Section 7.2(a).

"***Redemption***" has the meaning set forth in Schedule A-5.

"***Representatives***" means, as to any Person, its Affiliates and its and their respective officers, directors, managers, employees, partners, members, stockholders, controlling persons, counsel, agents, accountants, advisers, engineers, and consultants.

"***Responsible Officer***" means, with respect to any Person, any vice president or more senior officer of such Person, or, if such Person is a partnership, any vice president or more senior officer of the general partner of such Person.

"***Seller***" has the meaning set forth in the preamble.

"***Seller Approvals and Consents***" has the meaning set forth in Section 3.4.

"***Seller Indemnitees***" has the meaning set forth in Section 7.2(b).

"***Straddle Period***" means any taxable period that includes, but does not end on, the Closing Date.

"***Substantially Complete***" means, in the case of Barge Unloading, except with respect to punch list items, all portions of Barge Unloading have been completed and can be used for their intended purposes in accordance with applicable laws and permits and in the case of Dome 2, except with respect to punch list items, all portions of Dome 2 have been completed and can be used for their intended purposes in accordance with applicable laws and permits.

"***Support Obligations***" has the meaning set forth in Section 5.7.

"***Target Working Capital***" means $(1,440,032) which, for the avoidance of doubt, is a negative number.

"***Tax***" or "***Taxes***" means (i) any taxes and similar assessments imposed by any Taxing Authority, including income, profits, gross receipts, net proceeds, alternative or add-on minimum, ad valorem, value added, sales, use, real property, personal property (tangible and intangible), environmental, stamp, leasing, lease, user, excise, duty, franchise, capital stock, transfer, registration, withholding, social security (or similar), unemployment, disability, payroll, employment, fuel, excess profits, occupational, premium, windfall profit, severance, actual or estimated, or other similar charge, including any interest, penalty, or addition thereto or otherwise relating to a Tax Return, whether disputed or not and (ii) all liability for the payment of any amounts of the type described in clause (i) as the result of being (or ceasing to be) a member of an affiliated, consolidated, combined or unitary group (or being included (or required to be included) in any Tax Return related thereto).

"***Tax Contest***" has the meaning set forth in Section 5.4(c).

"***Tax Return***" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"***Taxing Authority***" means, with respect to any Tax, the Governmental Entity or political subdivision thereof that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such entity or subdivision, including any governmental or quasi-governmental entity or agency that imposes, or is charged with collecting, social security or similar charges or premiums.

"***Terminal***" means any industrial marine export terminal that is used or intended to be used primarily for purposes of receiving, storing, discharging, and loading industrial wood pellet biomass from one or more Wood Pellet Facilities for export by ocean-going vessels.

"***Transaction***" means the consummation of the transactions contemplated by this Agreement.

"***Transaction Documents***" means this Agreement, the Interest Conveyance, the Contract Assignment, the Make-Whole Agreement, the EVA MSA Fee Waiver, the Interim Services Agreement, the ISA Guaranty, the Indemnification Agreement, the Guarantee Assignment, the Purchase Agreement Assignment, and each of the other documents and instruments to be delivered hereunder.

"***Transfer Tax***" means all sales, use, goods, services, transfer, stamp, recording, and similar Taxes and fees incurred by or on behalf of a Party as a result of the Transaction, as imposed by applicable Law.

"***Wood Pellet Facility***" means any industrial wood pellet biomass production plant.

EXHIBIT B

FORM OF INTEREST CONVEYANCE

[Intentionally Omitted]

EXHIBIT C

FORM OF CONTRACT ASSIGNMENT

[Intentionally Omitted]

EXHIBIT D

FORM OF MAKE-WHOLE AGREEMENT

[Intentionally Omitted]

EXHIBIT E

FORM OF EVA MSA FEE WAIVER

[Intentionally Omitted]

EXHIBIT F

FORM OF INTERIM SERVICES AGREEMENT

[Intentionally Omitted]

EXHIBIT G

FORM OF ISA GUARANTY

[Intentionally Omitted]

EXHIBIT H

FORM OF INDEMNIFICATION AGREEMENT

[Intentionally Omitted]

EXHIBIT I

FORM OF GUARANTEE ASSIGNMENT

[Intentionally Omitted]

EXHIBIT J

FORM OF PURCHASE AGREEMENT ASSIGNMENT

[Intentionally Omitted]

SCHEDULE 3.4

Seller Approvals and Consents

[Intentionally Omitted]

SCHEDULE 3.5

Legal Proceedings

[Intentionally Omitted]

SCHEDULE 3.8

Real Property

[Intentionally Omitted]

SCHEDULE 3.10(a)

Material Contracts

[Intentionally Omitted]

SCHEDULE 3.10(b)

Exceptions to Material Contracts

[Intentionally Omitted]

SCHEDULE 5.7

Support Obligations

[Intentionally Omitted]

SCHEDULE A-1

Scheduled Capital Expenditures

[Intentionally Omitted]

SCHEDULE A-2

Assigned Guarantee

[Intentionally Omitted]

SCHEDULE A-3

Assigned Offtake and Shipping Contracts

[Intentionally Omitted]

SCHEDULE A-4

Assigned Purchase Agreement

[Intentionally Omitted]

SCHEDULE A-5

JCPA System Restructuring

[Intentionally Omitted]

Exhibit 5.1

Vinson&Elkins

June 4, 2021

Enviva Partners, LP
7272 Wisconsin Ave, Suite 1800
Bethesda, MD 20814

Dear Ladies and Gentlemen:

We have acted as counsel for Enviva Partners, LP, a Delaware limited partnership (the "**Partnership**"), with respect to certain legal matters in connection with the registration by the Partnership under the Securities Act of 1933, as amended (the "**Securities Act**") of the offer and sale (the "**Offering**") of 4,400,000 common units representing limited partner interests in the Partnership (the "**Firm Units**") and up to an additional 525,000 common units pursuant to the Underwriters' (as defined below) option to purchase additional common units (together with the Firm Units, the "Common Units"), by the Partnership pursuant to the underwriting agreement, dated June 3, 2021 (the "**Underwriting Agreement**"), by and among the Partnership, Enviva Partners GP, LLC, a Delaware limited liability company and Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC, as representatives (the "**Representatives**") of the several underwriters named therein (the "**Underwriters**").

The Common Units have been offered for sale pursuant to a prospectus supplement, dated June 3, 2021 (the "**Prospectus Supplement**"), and filed with the Securities and Exchange Commission (the "**Commission**") pursuant to Rule 424(b) on June 3, 2021, to the prospectus (as amended and supplemented by the Prospectus Supplement, the "**Prospectus**") that constitutes a part of the Partnership's Registration Statement on Form S-3 (Registration No. 333-232247), filed with the Commission on June 21, 2019 (the "**Registration Statement**"), which Registration Statement became effective on July 2, 2019. In connection with this opinion, we have assumed that the Common Units will be issued and sold in the manner described in the Registration Statement and the Prospectus related thereto.

In rendering the opinions set forth below, we have reviewed and relied upon (i) the Partnership's Certificate of Limited Partnership filed with the Secretary of State of the State of Delaware and First Amended and Restated Agreement of Limited Partnership, as amended (the "**Partnership Agreement**"), (ii) the Registration Statement and the Prospectus, (iii) resolutions of the board of directors and the pricing committee of Enviva Partners GP, LLC, the general partner of the Partnership thereof relating to the Registration Statement and the Offering, (iv) the Underwriting Agreement and (v) such other certificates, statutes and other instruments and documents as we considered necessary or appropriate for the purpose of rendering the opinions set forth below. In addition, we have reviewed such questions of law as we considered necessary or appropriate. As to matters of fact relevant to the opinions expressed below, and as to factual matters arising in connection with our review of corporate documents, records and other documents and writings, we have relied upon certificates and other communications of corporate officers of the Partnership, without further investigation as to the facts set forth therein.

Vinson & Elkins LLP Attorneys at Law
Austin Dallas Dubai Houston London Los Angeles New York
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For purposes of rendering the opinions set forth below, we have assumed that (i) all information contained in all documents we reviewed is true, correct and complete, (ii) all signatures on all documents we reviewed are genuine, (iii) all documents submitted to us as originals are true and complete, (iv) all documents submitted to us as copies are true and complete copies of the originals thereof, (v) all persons executing and delivering the documents we examined were competent to execute and deliver such documents, (vi) all Common Units will be issued and sold in compliance with applicable federal and state securities laws and in the manner stated in the Prospectus and the Registration Statement and (vii) the Underwriting Agreement has been duly authorized and validly executed and delivered by the Representative.

Based upon and subject to the foregoing, and subject to the qualifications and limitations set forth herein, we are of the opinion that the Common Units have been duly authorized and, when issued and paid for by the Underwriters as contemplated by the Underwriting Agreement, will be validly issued, fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Section 17-607 or 17-804 of the Delaware Revised Uniform Limited Partnership Act ("**DRULPA**")).

Our opinions herein are limited in all respects to the DRULPA, the Delaware Limited Liability Company Act and the Constitution of the State of Delaware, as interpreted by the courts of the State of Delaware and the federal laws of the United States of America, and we do not express any opinion as to the applicability of, or the effect thereon, of the laws of any other jurisdiction. We express no opinion as to any matter other than as set forth herein, and no opinion may be inferred or implied herefrom. Our opinion is given as of the date hereof, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein.

We hereby consent to the filing of this opinion of counsel as Exhibit 5.1 to the Current Report on Form 8-K of the Partnership dated on or about the date hereof, to the incorporation by reference of this opinion of counsel into the Registration Statement and to the reference to our name under the caption "Legal Matters" in the Prospectus Supplement and the Prospectus. By giving such consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ Vinson & Elkins L.L.P.

Exhibit 8.1

Vinson&Elkins

June 4, 2021

Enviva Partners, LP
7200 Wisconsin Ave, Suite 1000
Bethesda, Maryland 20814

RE: Enviva Partners, LP Registration Statement on Form S-3

Ladies and Gentlemen:

We have acted as counsel for Enviva Partners, LP (the "***Partnership***"), a Delaware limited partnership, with respect to certain legal matters in connection with the offer and sale by the Partnership of common units representing limited partner interests in the Partnership. We have also participated in the preparation of a Prospectus Supplement dated on or about the date hereof (the "***Prospectus Supplement***") and the Prospectus dated June 21, 2019 (the "***Prospectus***") forming part of the Registration Statement on Form S-3 (the "***Registration Statement***").

This opinion is based on various facts and assumptions, and is conditioned upon certain representations made by the Partnership as to factual matters through a certificate of an officer of the Partnership (the "***Officer's Certificate***"). In addition, this opinion is based upon the factual representations of the Partnership concerning its business, properties and governing documents as set forth in the Registration Statement.

In our capacity as counsel to the Partnership, we have made such legal and factual examinations and inquiries, including an examination of originals or copies certified or otherwise identified to our satisfaction of such documents, corporate records and other instruments, as we have deemed necessary or appropriate for purposes of this opinion. In our examination, we have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures thereon, the legal capacity of natural persons executing such documents and the conformity to authentic original documents of all documents submitted to us as copies. For the purpose of our opinion, we have not made an independent investigation or audit of the facts set forth in the above-referenced documents or in the Officer's Certificate. In addition, in rendering this opinion we have assumed the truth and accuracy of all representations and statements made to us which are qualified as to knowledge or belief, without regard to such qualification.

We hereby confirm that all statements of legal conclusions contained in the discussion in the Prospectus under the caption "Material U.S. Federal Income Tax Consequences," as updated in the Prospectus Supplement under the caption "Material U.S. Federal Income Tax Consequences," constitute the opinion of Vinson & Elkins L.L.P. with respect to the matters set forth therein as of the effective date of the Registration Statement, subject to the assumptions, qualifications, and limitations set forth therein. This opinion is based on various statutory provisions, regulations promulgated thereunder and interpretations thereof by the Internal Revenue Service and the courts having jurisdiction over such matters, all of which are subject to change either prospectively or retroactively. Also, any variation or difference in the facts from those set forth in the representations described above, including in the Registration Statement and the Officer's Certificate, may affect the conclusions stated herein.

No opinion is expressed as to any matter not discussed in the Prospectus under the caption "Material U.S. Federal Income Tax Consequences" or in the Prospectus Supplement under the caption "Material U.S. Federal Income Tax Consequences." We are opining herein only as to the federal income tax matters described above, and we express no opinion with respect to the applicability to, or the effect on, any transaction of other federal laws, foreign laws, the laws of any state or any other jurisdiction or as to any matters of municipal law or the laws of any other local agencies within any state.

This opinion is rendered to you as of the effective date of the Registration Statement, and we undertake no obligation to update this opinion subsequent to the date hereof. This opinion is furnished to you, and is for your use in connection with the transactions set forth in the Registration Statement. This opinion may not be relied upon by you for any other purpose or furnished to, assigned to, quoted to or relied upon by any other person, firm or other entity, for any purpose, without our prior written consent. However, this opinion may be relied upon by you and by persons entitled to rely on it pursuant to applicable provisions of federal securities law, including persons purchasing common units pursuant to the Registration Statement.

Vinson & Elkins LLP Attorneys at Law
Austin Dallas Dubai Houston London New York
Richmond Riyadh San Francisco Tokyo Washington

First City Tower, 1001 Fannin Street, Suite 2500
Houston, TX 77002-6760
Tel +1.713.758.2222 **Fax** +1.713.758.2346 **www.velaw.com**

V&E

We hereby consent to the filing of this opinion of counsel as Exhibit 8.1 to the Current Report on Form 8-K of the Partnership dated on or about the date hereof, to the incorporation by reference of this opinion of counsel into the Registration Statement and to the reference to our firm in the Prospectus Supplement under the captions "Material U.S. Federal Income Tax Consequences" and "Legal Matters". In giving such consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended.

Very truly yours,

/s/ VINSON & ELKINS L.L.P.

Vinson & Elkins L.L.P.

Exhibit 99.1

Enviva Partners, LP Announces Public Offering of Common Units

BETHESDA, MD, June 3, 2021 — Enviva Partners, LP (NYSE: EVA) (the "Partnership," "we," "us," or "our") today announced that it has commenced an underwritten public offering (the "Offering") of 4,000,000 common units representing limited partner interests. The Partnership expects to grant the underwriters an option to purchase up to an additional 460,000 common units from the Partnership at the issue price of the Offering.

The Partnership intends to use the net proceeds of the Offering to fund a portion of the aggregate purchase price for the acquisitions of (i) a wood pellet production plant in Lucedale, Mississippi, (ii) a deep-water marine terminal in Pascagoula, Mississippi, and (iii) three long-term, take-or-pay off-take contracts with creditworthy Japanese counterparties, which we refer to collectively as the "Acquisitions". The Offering is not conditioned on the consummation of the Acquisitions.

Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, Barclays Capital Inc., BMO Capital Markets Corp., Citigroup Global Markets Inc., HSBC Securities (USA) Inc. and RBC Capital Markets, LLC are acting as joint book-running managers for the Offering. Raymond James & Associates, Inc., Tudor, Pickering, Holt & Co. Securities, LLC and USCA Securities LLC are acting as co-managers for the Offering.

The Offering is being made pursuant to an effective shelf registration statement, which has been filed with the U.S. Securities and Exchange Commission (the "SEC") and became effective July 2, 2019. The Offering will be made only by means of a preliminary prospectus supplement and the accompanying base prospectus, copies of which may be obtained on the SEC's website at www.sec.gov. Alternatively, the joint lead bookrunners will arrange to send you the preliminary prospectus supplement and related base prospectus if you request them by contacting:

Goldman Sachs & Co. LLC
Attn: Prospectus Department
200 West Street
New York, New York 10282
Telephone: 866-471-2526
Email: prospectus-ny@ny.email.gs.com

J.P. Morgan Securities LLC
Attn: Broadridge Financial Solutions,
1155 Long Island Avenue, Edgewood, NY 11717
Telephone: 1-866-803-9204)
Email: prospectus-eq_fi@jpmchase.com

This news release is neither an offer to sell nor a solicitation of an offer to buy any securities, nor shall there be any sale of any such securities in any state or jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

About Enviva Partners, LP

Enviva Partners, LP (NYSE: EVA) is a publicly traded master limited partnership that aggregates a natural resource, wood fiber, and processes it into a transportable form, wood pellets.

Cautionary Note Concerning Forward-Looking Statements

Certain statements and information in this press release may constitute "forward-looking statements." The words "believe," "expect," "anticipate," "plan," "intend," "foresee," "should," "would," "could," or other similar expressions are intended to identify forward-looking statements, which are generally not historical in nature. These forward-looking statements are based on our current expectations and beliefs concerning future developments and their potential effect on us. Although management believes that these forward-looking statements are reasonable as and when made, there can be no assurance that future developments affecting us will be those that we anticipate. All comments concerning our expectations for future revenues and operating results are based on our forecasts for our existing operations and do not include the potential impact of any future acquisitions. Our forward-looking statements involve significant risks and uncertainties (some of which are beyond our control) and assumptions that could cause actual results to differ materially from our historical experience and our present expectations or projections. Important factors that could cause actual results to differ materially from those in the forward-looking statements include, but are not limited to: (i) the volume and quality of products that we are able to produce or source and sell, which could be adversely affected by, among other things, operating or technical difficulties at our wood pellet production plants or deep-water marine terminals; (ii) the prices at which we are able to sell our products; (iii) our ability to successfully negotiate, complete, and integrate drop-down or third-party acquisitions (including the Acquisitions described herein), including the associated contracts, or to realize the anticipated benefits of such acquisitions; (iv) failure of our customers, vendors, and shipping partners to pay or perform their contractual obligations to us; (v) our inability to successfully execute our project development, expansion, and construction activities on time and within budget; (vi) the creditworthiness of our contract counterparties; (vii) the amount of low-cost wood fiber that we are able to procure and process, which could be adversely affected by, among other things, disruptions in supply or operating or financial difficulties suffered by our suppliers; (viii) changes in the price and availability of natural gas, coal, or other sources of energy; (ix) changes in prevailing economic conditions; (x) unanticipated ground, grade or water conditions; (xi) inclement or hazardous environmental conditions, including extreme precipitation, temperatures, and flooding; (xii) fires, explosions, or other accidents; (xiii) changes in domestic and foreign laws and regulations (or the interpretation thereof) related to renewable or low-carbon energy, the forestry products industry, the international shipping industry, or power, heat, and combined heat and power generators; (xiv) changes in the regulatory treatment of biomass in core and emerging markets; (xv) our inability to acquire or maintain necessary permits or rights for our production, transportation, or terminaling operations; (xvi) changes in the price and availability of transportation; (xvii) changes in foreign currency exchange or interest rates, and the failure of our hedging arrangements to effectively reduce our exposure to the risks related thereto; (xviii) risks related to our indebtedness; (xix) our failure to maintain effective quality control systems at our wood pellet production plants and deep-water marine terminals, which could lead to the rejection of our products by our customers; (xx) changes in the quality specifications for our products that are required by our customers; (xxi) labor disputes, unionization or similar collective actions; (xxii) our inability to hire, train or retain qualified personnel to manage and operate our business and newly acquired assets; (xxiii) the effects of the exit of the UK from the EU on our and our customers' businesses; (xxiv) our inability to borrow funds and access capital markets; and (xxv) viral contagions or pandemic diseases, such as the recent outbreak of a novel strain of coronavirus known as COVID-19.

For additional information regarding known material factors that could cause the Partnership's actual results to differ from projected results, please read our filings with the SEC, including the Annual Report on Form 10-K and the Quarterly Reports on Form 10-Q most recently filed with the SEC. Readers are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date thereof. The Partnership undertakes no obligation to publicly update or revise any forward-looking statements after the date they are made, whether as a result of new information or future events or otherwise.

INVESTOR CONTACT:
Kate Walsh
Vice President, Investor Relations
ir@envivapartners.com

Exhibit 99.2

Enviva Partners, LP Prices Upsized Offering of Common Units

BETHESDA, MD, June 3, 2021 — Enviva Partners, LP (NYSE: EVA) (the "Partnership," "we," "us," or "our") today announced that it has priced an underwritten, upsized public offering of 4,400,000 common units representing limited partner interests for total gross proceeds (before underwriters' fees, estimated expenses, and underwriters' option to purchase additional common units) of approximately $200.2 million (the "Offering"). The Offering of 4,400,000 common units represents an upsize of 400,000 common units to the originally proposed offering of 4,000,000 common units. The Offering is expected to close on June 8, 2021, subject to customary closing conditions. The Partnership has granted the underwriters a 30-day option to purchase up to an additional 525,000 common units from the Partnership at the issue price of the Offering for total additional gross proceeds (before underwriters' fees) of approximately $23.9 million, if fully exercised.

The Partnership intends to use the net proceeds of the Offering to fund a portion of the aggregate purchase price for the acquisitions of (i) a wood pellet production plant in Lucedale, Mississippi, (ii) a deep-water marine terminal in Pascagoula, Mississippi, and (iii) three long-term, take-or-pay off-take contracts with creditworthy Japanese counterparties, referred to collectively as the "Acquisitions." The Offering is not conditioned on the consummation of the Acquisitions.

Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, Barclays Capital Inc., BMO Capital Markets Corp., Citigroup Global Markets Inc., HSBC Securities (USA) Inc. and RBC Capital Markets, LLC are acting as joint book-running managers for the Offering. Raymond James & Associates, Inc., Tudor, Pickering, Holt & Co. Securities, LLC and USCA Securities LLC are acting as co-managers for the Offering.

The Offering is being made pursuant to an effective shelf registration statement, which has been filed with the U.S. Securities and Exchange Commission (the "SEC") and became effective July 2, 2019. The Offering will be made only by means of a preliminary prospectus supplement and the accompanying base prospectus, copies of which may be obtained on the SEC's website at www.sec.gov. Alternatively, the joint lead bookrunners will arrange to send you the preliminary prospectus supplement and related base prospectus if you request them by contacting:

Goldman Sachs & Co. LLC
Attn: Prospectus Department
200 West Street
New York, New York 10282
Telephone: 866-471-2526
Email: prospectus-ny@ny.email.gs.com

J.P. Morgan Securities LLC
Attn: Broadridge Financial Solutions,
1155 Long Island Avenue, Edgewood, NY 11717
Telephone: 1-866-803-9204)
Email: prospectus-eq_fi@jpmchase.com

This press release is neither an offer to sell nor a solicitation of an offer to buy any securities, nor shall there be any sale of any such securities in any state or jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

About Enviva Partners, LP

Enviva Partners, LP (NYSE: EVA) is a publicly traded master limited partnership that aggregates a natural resource, wood fiber, and processes it into a transportable form, wood pellets.

Cautionary Note Concerning Forward-Looking Statements

Certain statements and information in this press release may constitute "forward-looking statements." The words "believe," "expect," "anticipate," "plan," "intend," "foresee," "should," "would," "could," or other similar expressions are intended to identify forward-looking statements, which are generally not historical in nature. These forward-looking statements are based on our current expectations and beliefs concerning future developments and their potential effect on us. Although management believes that these forward-looking statements are reasonable as and when made, there can be no assurance that future developments affecting us will be those that we anticipate. All comments concerning our expectations for future revenues and operating results are based on our forecasts for our existing operations and do not include the potential impact of any future acquisitions. Our forward-looking statements involve significant risks and uncertainties (some of which are beyond our control) and assumptions that could cause actual results to differ materially from our historical experience and our present expectations or projections. Important factors that could cause actual results to differ materially from those in the forward-looking statements include, but are not limited to: (i) the volume and quality of products that we are able to produce or source and sell, which could be adversely affected by, among other things, operating or technical difficulties at our wood pellet production plants or deep-water marine terminals; (ii) the prices at which we are able to sell our products; (iii) our ability to successfully negotiate, complete, and integrate drop-down or third-party acquisitions (including the Acquisitions described herein), including the associated contracts, or to realize the anticipated benefits of such acquisitions; (iv) failure of our customers, vendors, and shipping partners to pay or perform their contractual obligations to us; (v) our inability to successfully execute our project development, expansion, and construction activities on time and within budget; (vi) the creditworthiness of our contract counterparties; (vii) the amount of low-cost wood fiber that we are able to procure and process, which could be adversely affected by, among other things, disruptions in supply or operating or financial difficulties suffered by our suppliers; (viii) changes in the price and availability of natural gas, coal, or other sources of energy; (ix) changes in prevailing economic conditions; (x) unanticipated ground, grade or water conditions; (xi) inclement or hazardous environmental conditions, including extreme precipitation, temperatures, and flooding; (xii) fires, explosions, or other accidents; (xiii) changes in domestic and foreign laws and regulations (or the interpretation thereof) related to renewable or low-carbon energy, the forestry products industry, the international shipping industry, or power, heat, and combined heat and power generators; (xiv) changes in the regulatory treatment of biomass in core and emerging markets; (xv) our inability to acquire or maintain necessary permits or rights for our production, transportation, or terminaling operations; (xvi) changes in the price and availability of transportation; (xvii) changes in foreign currency exchange or interest rates, and the failure of our hedging arrangements to effectively reduce our exposure to the risks related thereto; (xviii) risks related to our indebtedness; (xix) our failure to maintain effective quality control systems at our wood pellet production plants and deep-water marine terminals, which could lead to the rejection of our products by our customers; (xx) changes in the quality specifications for our products that are required by our customers; (xxi) labor disputes, unionization or similar collective actions; (xxii) our inability to hire, train or retain qualified personnel to manage and operate our business and newly acquired assets; (xxiii) the effects of the exit of the UK from the EU on our and our customers' businesses; (xxiv) our inability to borrow funds and access capital markets; and (xxv) viral contagions or pandemic diseases, such as the recent outbreak of a novel strain of coronavirus known as COVID-19.

For additional information regarding known material factors that could cause the Partnership's actual results to differ from projected results, please read our filings with the SEC, including the Annual Report on Form 10-K and the Quarterly Reports on Form 10-Q most recently filed with the SEC. Readers are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date thereof. The Partnership undertakes no obligation to publicly update or revise any forward-looking statements after the date they are made, whether as a result of new information or future events or otherwise.

INVESTOR CONTACT:
Kate Walsh

Vice President, Investor Relations
ir@envivapartners.com

Exhibit 99.3

Enviva Partners, LP Announces Accretive Drop-Down Transactions, Increases 2021 Guidance, and Provides 2022 Guidance

BETHESDA, MD, June 3, 2021 — Enviva Partners, LP (NYSE: EVA) ("Enviva," the "Partnership," "we," "us," or "our") today announced that it has agreed to purchase from Enviva Holdings, LP (our "sponsor") a wood pellet production plant in Lucedale, Mississippi (the "Lucedale plant"), a deep-water marine terminal in Pascagoula, Mississippi (the "Pascagoula terminal"), and three long-term, take-or-pay off-take contracts with creditworthy Japanese counterparties (the "Associated Off-Take Contracts"), which we refer to collectively as the "Acquisitions."

The Partnership also announced an increase to its previously provided 2021 financial guidance and provided preliminary 2022 financial guidance.

Highlights:

- On a total investment of $345.0 million, the Acquisitions are expected to generate net income in the range of $18.9 million to $20.9 million and adjusted EBITDA in the range of $43.0 million to $45.0 million once fully ramped
- The Partnership now expects full-year 2021 net income to be in the range of $29.4 million to $49.4 million and adjusted EBITDA to be in the range of $250.0 million to $270.0 million
- The Partnership also announced expectations for full-year 2022 net income to be in the range of $96.0 million to $116.0 million and full-year 2022 adjusted EBITDA to be in the range of $310.0 million to $330.0 million, each before considering the benefit of additional drop-downs or other acquisitions
- Given the expected benefits of the Acquisitions, the Partnership increased its distribution guidance for full-year 2021, and now expects to distribute at least $3.30 per common unit for full-year 2021
- The Partnership also announced distribution expectations for full-year 2022 of at least $3.62 per common unit, which enables the Partnership to maintain a distribution compound annual growth rate of approximately 11 percent since 2019, and 12 percent since its initial public offering; the Partnership continues to target a distribution coverage ratio of 1.2 times on a forward-looking annual basis
- On a pro forma basis, as of April 1, 2021, production from the Lucedale plant is fully contracted through 2034 with a combination of the Associated Off-Take Contracts and existing contracts, and the Partnership's total product sales backlog increases by 13 percent from $14.5 billion to $16.4 billion

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"Enviva is further expanding our scale and diversification with the Lucedale plant and Pascagoula terminal drop-downs, which not only represent the exciting start of a new asset cluster for us, but also pave the way to achieving adjusted EBITDA in excess of $300 million for 2022, which enhances our credit profile and financial flexibility," said John Keppler, Chairman and Chief Executive Officer. "With these acquisitions, which we expect to be immediately accretive, we are positioned to increase Enviva's fully contracted production capacity by 14 percent, increase our deep-water terminal throughput capacity by 38%, and add new long-term, take-or-pay off-take contracts that we expect will enable us to continue our proven track record of generating durable cash flows and growing our distributions sustainably well into the future."

Acquisitions

The Lucedale plant is a wood pellet production plant under construction in Lucedale, Mississippi, with a nameplate capacity of 750,000 metric tons per year ("MTPY"). The Partnership has agreed to purchase the Lucedale plant from our sponsor for cash consideration of $156 million, subject to customary adjustments and closing conditions. The Partnership expects to further invest $59 million in remaining construction capital expenditures and expects the plant to be operational during the third quarter of 2021. The acquisition of the Lucedale plant includes an embedded, fully permitted option to expand the Lucedale plant by about 300,000 MTPY for around $60 million in estimated costs. This expansion project, if executed by the Partnership, is expected to generate incremental adjusted EBITDA of approximately $15 million, which represents an attractive adjusted EBITDA investment multiple of approximately 4 times.

The Partnership has also agreed to purchase the Pascagoula terminal, a deep-water marine terminal under construction in Pascagoula, Mississippi, from our sponsor for cash consideration of $104 million, subject to customary adjustments and closing conditions. The Partnership expects to further invest $26

million in remaining construction capital expenditures and expects the Pascagoula terminal to be operational during the third quarter of 2021. The Pascagoula terminal is expected to have total throughput capacity of 3 million MTPY when fully constructed, allowing for throughput from multiple plants.

To support the Partnership during completion and ramp-up of the Acquisitions, our sponsor has agreed to (i) waive $53 million of certain management services and other fees that otherwise would be owed by the Partnership from the third quarter of 2021 through the fourth quarter of 2023, (ii) provide protection against construction delays, cost overruns, and production shortfalls, and (iii) guarantee a minimum throughput volume at the Pascagoula terminal for 20 years. Similar to the previously executed drop-down transactions of our Hamlet and Greenwood plants, we expect the support from our sponsor to significantly de-risk the Acquisitions and provide enhanced cash flow certainty.

The Partnership expects the Acquisitions to close on or about July 1, 2021.

Associated Off-Take Contracts

As part of the Acquisitions, our sponsor has agreed to assign to the Partnership three long-term, take-or-pay off-take contracts with (i) creditworthy Japanese counterparties, (ii) maturities between 2034 and 2045, (iii) aggregate annual deliveries of 630,000 MTPY, and (iv) a total contract sales backlog of $1.9 billion. Production from the Lucedale plant will be fully contracted through 2034 with a combination of the Associated Off-Take Contracts and existing contracts. The Associated Off-Take Contracts are:

- A 15-year, take-or-pay off-take contract to supply Mitsubishi Corporation with 450,000 MTPY of wood pellets. Deliveries under the contract are expected to commence in 2022
- A 10-year, take-or-pay off-take contract to supply a major Japanese utility with 120,000 MTPY of wood pellets. Deliveries under the contract are expected to commence in 2024
- A 21-year, take-or-pay off-take contract to supply a new power plant backed by a major utility and major trading house with 60,000 MTPY of wood pellets. Deliveries under the contract are expected to commence in 2024

As a result of the Acquisitions, the Partnership's total weighted-average remaining term of off-take contracts will increase from 12.8 years to 13.1 years and total product sales backlog will increase from $14.5 billion to $16.4 billion, on a pro forma basis as of April 1, 2021.

"We are pleased to continue our track record of strategic acquisitions while maintaining our conservative financial policies and leverage," said Shai Even, Executive Vice President and Chief Financial Officer. "A key pillar of Enviva's growth strategy is to execute immediately accretive drop-downs, and the purchase price of these Acquisitions reflects an adjusted EBITDA multiple consistent with our previous transactions."
For the Acquisitions, Evercore served as exclusive financial advisor and Baker Botts L.L.P. served as legal counsel to the conflicts committee of the board of directors of the Partnership's general partner (the "Board"). Vinson & Elkins LLP served as legal counsel to the sponsor.

Guidance Update

With the benefit of the Acquisitions, the Partnership now expects full-year 2021 net income to be in the range of $29.4 million to $49.4 million and adjusted EBITDA to be in the range of $250.0 million to $270.0 million, which represents a $20 million increase to the previously provided guidance. The Partnership also expects full-year 2021 distributable cash flow ("DCF") to be in the range of $180.0 million to $200.0 million, prior to any distributions attributable to incentive distribution rights, which also represents a $20 million increase to the previously provided guidance. For full-year 2021, the Partnership expects to distribute at least $3.30 per common unit, which represents an increase of $0.13 per common unit from the previously provided guidance.

In 2022, we expect the Acquisitions to generate a net loss in the range of $6.4 million to $8.4 million and adjusted EBITDA in the range of $40.0 million to $42.0 million. Once the Associated Off-Take Contracts are fully ramped in 2025, we expect the Acquisitions to generate net income in the range of $18.9 million to $20.9 million and adjusted EBITDA in the range of $43.0 million to $45.0 million.

Additionally, the Partnership expects full-year 2022 net income to be in the range of $96.0 million to $116.0 million and adjusted EBITDA to be in the range of $310.0 million to $330.0 million. The Partnership expects full-year 2022 DCF to be in the range of 242.0 million to $262.0 million, prior to any distributions attributable to incentive distribution rights. For full-year 2022, the Partnership expects to distribute at least $3.62 per common unit.

The guidance amounts provided above, including the distribution expectations, include the benefit of the Acquisitions and the MSA Fee Waivers (as defined in the Non-GAAP Financial Measures section below) and reflect the associated financing activities. The guidance amounts provided above do not include the impact of any additional acquisitions by the Partnership from our sponsor or third parties. The Partnership's quarterly income and cash flow are subject to seasonality and the mix of customer shipments made, which vary from period to period. When determining the distribution for a quarter, the

Board evaluates the Partnership's distribution coverage ratio on a forward-looking annual basis, after taking into consideration its expected DCF, net of amounts attributable to incentive distribution rights. Based on this, the Partnership's targeted annual distribution coverage ratio is 1.2 times on a forward-looking annual basis.

Please refer to the exhibit at the end of this press release for additional transaction-related disclosures.

About Enviva Partners, LP

Enviva Partners, LP (NYSE: EVA) is a publicly traded master limited partnership that aggregates a natural resource, wood fiber, and processes it into a transportable form, wood pellets. The Partnership sells a significant majority of its wood pellets through long-term, take-or-pay off-take contracts with creditworthy customers in the United Kingdom, Europe, and in Japan. The Partnership owns and operates 10 plants with a combined production capacity of approximately 6.4 million metric tons per year in Virginia, North Carolina, South Carolina, Georgia, Florida, and Mississippi. In addition, the Partnership exports wood pellets through its marine terminals at the Port of Chesapeake, Virginia, the Port of Wilmington, North Carolina, and the Port of Pascagoula, Mississippi, and from third-party marine terminals in Savannah, Georgia, Mobile, Alabama, and Panama City, Florida. The above description includes the Acquisitions announced in this press release, which are expected to close on or around July 1, 2021.

To learn more about Enviva Partners, LP, please visit our website at www.envivabiomass.com. Follow Enviva on social media @Enviva.

Non-GAAP Financial Measures

In addition to presenting our financial results in accordance with accounting principles generally accepted in the United States ("GAAP"), we use adjusted EBITDA and distributable cash flow to measure our financial performance.

Adjusted EBITDA

We define adjusted EBITDA as net (loss) income excluding depreciation and amortization, interest expense, income tax expense, early retirement of debt obligations, certain non-cash waivers of fees for management services provided to us by our sponsor (the "MSA Fee Waivers"), non-cash unit compensation expense, asset impairments and disposals, changes in unrealized derivative instruments related to hedged items included in gross margin and other income and expense, certain items of income or loss that we characterize as unrepresentative of our ongoing operations, including certain expenses incurred related to a fire that occurred at our Chesapeake terminal on February 27, 2018 (the "Chesapeake Incident") and Hurricanes Florence and Michael (the "Hurricane Events"), consisting of emergency response expenses, expenses related to the disposal of inventory, and asset disposal and repair costs, offset by insurance recoveries received, as well as employee compensation and other related costs allocated to us in respect of the Chesapeake Incident and Hurricane Events pursuant to our management services agreement with an affiliate of our sponsor for services that could otherwise have been dedicated to our ongoing operations, and acquisition and integration costs, and the effect of certain sales and marketing, scheduling, sustainability, consultation, shipping, and risk management services (collectively, "Commercial Services"). Adjusted EBITDA is a supplemental measure used by our management and other users of our financial statements, such as investors, commercial banks, and research analysts, to assess the financial performance of our assets without regard to financing methods or capital structure.

Distributable Cash Flow

We define distributable cash flow as adjusted EBITDA less maintenance capital expenditures, income tax expense and interest expense net of amortization of debt issuance costs, debt premium, original issue discounts, and the impact from incremental borrowings related to the Chesapeake Incident and Hurricane Events. We use distributable cash flow as a performance metric to compare the cash-generating performance of the Partnership from period to period and to compare the cash-generating performance for specific periods to the cash distributions (if any) that are expected to be paid to our unitholders. We do not rely on distributable cash flow as a liquidity measure.

Limitations of Non-GAAP Financial Measures

Adjusted EBITDA and distributable cash flow are not financial measures presented in accordance with accounting principles generally accepted in the United States ("GAAP"). We believe that the presentation of these non-GAAP financial measures provides useful information to investors in assessing our financial condition and results of operations. Our non-GAAP financial measures should not be considered as alternatives to the most directly comparable GAAP financial measures. Each of these non-GAAP financial measures has important limitations as an analytical tool because they exclude some, but not all, items that affect the most directly comparable GAAP financial measures. You should not consider adjusted EBITDA or distributable cash flow in isolation or as substitutes for analysis of our results as reported under GAAP.

A reconciliation of the estimated incremental adjusted EBITDA expected to be generated by the Acquisitions to the closest GAAP financial measure, net income, is not provided because the net income expected to be generated by the Acquisitions is not available without unreasonable effort, in part because the amount of estimated incremental interest expense related to the financing of the expansions and depreciation is not available at this time.

Our definitions of these non-GAAP financial measures may not be comparable to similarly titled measures of other companies, thereby diminishing their utility.

The following table provides a reconciliation of the estimated range of adjusted EBITDA and DCF to the estimated range of net income for Enviva, for the twelve months ending December 31, 2021 (in millions):

	Twelve Months Ending December 31, 2021
Estimated net income	**$29.4 – 49.4**
Add:	
Depreciation and amortization	99.0
Interest expense	58.2
Income tax expense	0.9
Non-cash unit compensation expense	11.2
Loss on disposal of assets	3.8
Changes in unrealized derivative instruments	1.2
MSA Fee Waivers[1]	42.8
Acquisition and integration costs	2.5
Other non-cash expenses	1.0
Estimated adjusted EBITDA	**$250.0 – 270.0**
Less:	
Interest expense net of amortization of debt issuance costs, debt premium, original issue discount	56.3
Maintenance capital expenditures	13.7
Estimated distributable cash flow	**$180.0 – 200.0**

1) Includes $21.8 million of MSA Fee Waivers during the second half of 2021 associated with the Acquisitions

The following table provides a reconciliation of the estimated range of adjusted EBITDA and DCF to the estimated range of net income for Enviva, for the twelve months ending December 31, 2022 (in millions):

	Twelve Months Ending December 31, 2022
Estimated net income	**$ 96.0 – 116.0**
Add:	
Depreciation and amortization	112.0
Interest expense	59.4
Income tax expense	0.9
Non-cash unit compensation expense	11.4
Loss on disposal of assets	4.0
MSA Fee Waivers[1]	24.3
Other non-cash expenses	2.0
Estimated adjusted EBITDA	**$ 310.0 – 330.0**
Less:	
Interest expense net of amortization of debt issuance costs, debt premium, original issue discount	57.5
Maintenance capital expenditures	10.5
Estimated distributable cash flow	**$ 242.0 – 262.0**

1) Includes $24.3 million of MSA Fee Waivers during 2022 associated with the Acquisitions

The following table provides a reconciliation of the estimated adjusted EBITDA to the estimated net income associated with the Acquisitions for the twelve months ending December 31, 2022 (in millions):

	Twelve Months Ending December 31, 2022
Estimated net loss	**$ (8.4) – (6.4)**
Add:	
Depreciation and amortization	18.9
Interest expense	4.9
Non-cash unit compensation expense	0.4
MSA Fee Waivers[1]	24.3
Estimated adjusted EBITDA	**$ 40.0 – 42.0**

1) Includes $24.3 million of MSA Fee Waivers during 2022 associated with the Acquisitions

The following table provides a reconciliation of the estimated adjusted EBITDA to the estimated net income associated with the Acquisitions for the twelve months ending December 31, 2025 (in millions):

	Twelve Months Ending December 31, 2025
Estimated net income	**$ 18.9 – 20.9**
Add:	
Depreciation and amortization	18.9
Interest expense	4.9
Non-cash unit compensation expense	0.4
Estimated adjusted EBITDA	**$ 43.0 – 45.0**

Cautionary Note Concerning Forward-Looking Statements

Certain statements and information in this press release may constitute “forward-looking statements.” The words “believe,” “expect,” “anticipate,” “plan,” “intend,” “foresee,” “should,” “would,” “could,” or other similar expressions are intended to identify forward-looking statements, which are generally not historical in nature. These forward-looking statements are based on our current expectations and beliefs concerning future developments and their potential effect on us. Although management believes that these forward-looking statements are reasonable as and when made, there can be no assurance that future developments affecting us will be those that we anticipate. All comments concerning our expectations for future revenues and operating results are based on our forecasts for our existing operations and do not include the potential impact of any future acquisitions. Our forward-looking statements involve significant risks and uncertainties (some of which are beyond our control) and assumptions that could cause actual results to differ materially from our historical experience and our present expectations or projections. Important factors that could cause actual results to differ materially from those in the forward-looking statements include, but are not limited to: (i) the volume and quality of products that we are able to produce or source and sell, which could be adversely affected by, among other things, operating or technical difficulties at our wood pellet production plants or deep-water marine terminals; (ii) the prices at which we are able to sell our products; (iii) our ability to successfully negotiate, complete, and integrate drop-down or third-party acquisitions (including the Acquisitions described herein), including the associated contracts, or to realize the anticipated benefits of such acquisitions; (iv) failure of our customers, vendors, and shipping partners to pay or perform their contractual obligations to us; (v) our inability to successfully execute our project development, expansion, and construction activities on time and within budget; (vi) the creditworthiness of our contract counterparties; (vii) the amount of low-cost wood fiber that we are able to procure and process, which could be adversely affected by, among other things, disruptions in supply or operating or financial difficulties suffered by our suppliers; (viii) changes in the price and availability of natural gas, coal, or other sources of energy; (ix) changes in prevailing economic conditions; (x) unanticipated ground, grade or water conditions; (xi) inclement or hazardous environmental conditions, including extreme precipitation, temperatures, and flooding; (xii) fires, explosions, or other accidents; (xiii) changes in domestic and foreign laws and regulations (or the interpretation thereof) related to renewable or low-carbon energy, the forestry products industry, the international shipping industry, or power, heat, and combined heat and power generators; (xiv) changes in the regulatory treatment of biomass in core and emerging markets; (xv) our inability to acquire or maintain necessary permits or rights for our production, transportation, or terminaling operations; (xvi) changes in the price and availability of transportation; (xvii) changes in foreign currency exchange or interest rates, and the failure of our hedging arrangements to effectively

reduce our exposure to the risks related thereto; (xviii) risks related to our indebtedness; (xix) our failure to maintain effective quality control systems at our wood pellet production plants and deep-water marine terminals, which could lead to the rejection of our products by our customers; (xx) changes in the quality specifications for our products that are required by our customers; (xxi) labor disputes, unionization or similar collective actions; (xxii) our inability to hire, train or retain qualified personnel to manage and operate our business and newly acquired assets; (xxiii) the effects of the exit of the UK from the EU on our and our customers' businesses; (xxiv) our inability to borrow funds and access capital markets; and (xxv) viral contagions or pandemic diseases, such as the recent outbreak of a novel strain of coronavirus known as COVID-19.

For additional information regarding known material factors that could cause the Partnership's actual results to differ from projected results, please read our filings with the U.S. Securities and Exchange Commission, including the Annual Report on Form 10-K and the Quarterly Reports on Form 10-Q most recently filed with the SEC. Readers are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date thereof. The Partnership undertakes no obligation to publicly update or revise any forward-looking statements after the date they are made, whether as a result of new information or future events or otherwise.

INVESTOR CONTACT:
Kate Walsh
Vice President, Investor Relations
ir@envivapartners.com

Exhibit

TRANSACTION: ACCRETIVE DROP-DOWN ACQUISITION OF CONTRACTED ASSETS[1,2]

enviva

TRANSACTION DETAILS

- **$345 million** total investment, expected to be financed similarly to previously executed transactions on a 50% equity, 50% debt basis:
  - ✓ **750,000 MTPY**, fully contracted wood pellet production plant in Lucedale, MS with an embedded, fully permitted option to expand the plant by ~300,000 MTPY
  - ✓ **3 million MTPY** nameplate throughput capacity deep-water marine terminal in Pascagoula, MS
  - ✓ **630,000 MTPY** of long-term, take-or-pay off-take contracts with creditworthy Japanese customers, with an aggregate weighted-average contract life of ~**15 years** and a total sales backlog of **$1.9 billion**

Acquisitions expected to continue supporting double-digit distribution growth through 2022

The Acquisitions are expected to increase EVA's adjusted EBITDA to above $300 million in 2022[1]

EXPECTED TRANSACTION BENEFITS

- Immediately accretive
  - ✓ 2021 adjusted EBITDA guidance increased to **$250-$270 million**, per-unit distributions increased to at least **$3.30**
  - ✓ 2022 adjusted EBITDA guidance range of **$310-$330 million**, per-unit distributions expected of at least **$3.62**
- Similar to previously executed drop-down transactions, cash flow support from sponsor expected to substantially de-risk Acquisitions
- Incremental **$40-$45 million** annual adjusted EBITDA contribution when assets are fully ramped; transaction multiples consistent with prior drops
- Maintains double-digit distribution growth before considering the benefit of additional drop-downs or other acquisitions

[1]Please refer to the transaction press release dated June 3, 2021 for important disclosures related to non-GAAP financial measures and forward-looking statements
[2]The Partnership expects the Acquisitions to close on or about July 1, 2021, and are subject to customary adjustments and closing conditions

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Entity Address, Address Line Two	Suite 1800
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Entity Address, State or Province	MD
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    "label": "Entity Registrant Name"
   }
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    ],
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       "label": "Soliciting Material"
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       "label": "Trading Symbol"
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  "Section": "12",
  "Subsection": "b"
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  "Subsection": "b-23"
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  "Section": "308",
  "Subsection": "a"
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  "Publisher": "SEC",
  "Section": "220",
  "Subsection": "f"
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  "Section": "240",
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  "Number": "240",
  "Publisher": "SEC",
  "Section": "13",
  "Subsection": "a-1"
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  "Publisher": "SEC",
  "Section": "12",
  "Subsection": "b-2"
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  "Number": "232",
  "Publisher": "SEC",
  "Section": "405"
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  "Publisher": "SEC",
  "Section": "425"
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  "Section": "B",
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  "Subsection": "d1-1"
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  "Section": "12",
  "Subsection": "g"
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  "Publisher": "SEC",
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  "Subsection": "4c"
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  "Subsection": "2b"
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  "Subsection": "d"
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  "Subsection": "12"
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