

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

In re:

VWS Holdco, Inc., et al.,

Debtors.<sup>1</sup>

Chapter 11

Case No. 25-10979 (JKS)

(Jointly Administered)

**NOTICE OF POTENTIAL ASSUMPTION OF EXECUTORY  
CONTRACTS OR UNEXPIRED LEASES AND CURE AMOUNTS**

**PLEASE TAKE NOTICE** that the above-captioned debtors and debtors in possession (collectively, the “Debtors”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the “Court”) on June 1, 2025 (the “Petition Date”).

**PLEASE TAKE FURTHER NOTICE** that, on June 11, 2025, the Debtors filed a motion (the “Motion”)<sup>2</sup> with the Court seeking entry of orders, among other things, (a) approving the Debtors’ right to designate a Stalking Horse Bidder and a process to allow related Bid Protections, (b) approving the Debtors’ bidding procedures (the “Bidding Procedures”) in connection with the proposed auction (the “Auction”) for the sale (the “Sale”) of substantially all of the Debtors’ assets located in Chester, Virginia in Chesterfield County (the “Assets”), (c) approving procedures for the assumption and assignment of executory contracts and unexpired leases in connection with the Sale, including notice of proposed cure amounts (the “Assumption Procedures”), (d) approving the form and manner of notices related to the Sale and the Assumption Procedures, and (e) establishing dates and deadlines in connection with the Sale.

**PLEASE TAKE FURTHER NOTICE** that, on July 1, 2025, the Court entered an order [Docket No. 139] (the “Bidding Procedures Order”) granting certain of the relief sought in the Motion, including, among other things, approving the (a) Debtors’ right to designate a Stalking Horse Bidder and seek further order of the Court awarding Bid Protections to a Stalking Horse Bidder, (b) Bidding Procedures, which establish the key dates and times related to the Sale and the Auction, and (c) Assumption Procedures. All interested bidders should carefully read the Bidding Procedures Order and the Bidding Procedures in their entirety.<sup>3</sup> Parties may access and view the

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification numbers are as follows: VWS Holdco, Inc. (5412) and Shoosmith Bros., Inc. (6914). The Debtors’ mailing address is P.O. Box 2770, Chesterfield, VA 23832.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Motion.

<sup>3</sup> To the extent of any inconsistencies between the Bidding Procedures and the summary descriptions of the Bidding Procedures in this notice, the terms of the Bidding Procedures shall control in all respects.



Bidding Procedures Order (which includes the Bidding Procedures) on the Debtor's claims agent website at <https://www.veritaglobal.net/vwsholdco>.

**PLEASE TAKE FURTHER NOTICE** that the Bidding Procedures Order, among other things, established procedures for (a) the assumption of certain executory contracts and unexpired leases that the Debtors believe they might seek to assume and assign to a Stalking Horse Bidder or another Successful Bidder in connection with a Sale (collectively, the "Assigned Contracts") and (b) the determination of related Cure Payments (as defined below). The Debtors are parties to numerous Assigned Contracts and, in accordance with the Bidding Procedures Order, hereby file this notice identifying (x) the Assigned Contracts, which may be assumed and assigned to a Stalking Horse Bidder or another Successful Bidder in connection with a Sale, if one occurs and (y) the proposed amounts, if any, the Debtors believe are owed to the counterparty to the Assigned Contract to cure any defaults or arrears existing under the Assigned Contract (the "Cure Payments"), both as set forth on **Exhibit 1** attached hereto. Other than the Cure Payments listed on **Exhibit 1**, the Debtors are not aware of any amounts due and owing under the Assigned Contracts listed therein.<sup>4</sup>

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS A COUNTERPARTY TO A CONTRACT OR LEASE THAT MAY BE ASSUMED AND ASSIGNED AS PART OF THE SALE.**

*The presence of an Assigned Contract listed on Exhibit 1 attached hereto does not constitute an admission that such Assigned Contract is an executory contract or unexpired lease or that such Assigned Contract will be assumed and assigned as part of the Sale. The Debtors reserve all of their rights, claims and causes of action with respect to the Assigned Contracts listed on Exhibit 1 attached hereto. The assumption and assignment of the contracts and leases on the Assigned Contracts List is not guaranteed and is subject to approval by the Court and the Debtors' or Successful Bidder's right to remove from the Assigned Contracts List.*

Pursuant to the Assumption Procedures, objections to the proposed assumption and assignment of an Assigned Contract (a "Contract Objection"), including any objection relating to the Cure Payment, must (a) be in writing; (b) comply with the Bankruptcy Rules and Bankruptcy Local Rules; (c) state with specificity the grounds for such objection, including, without limitation, the fully liquidated cure amount and the legal and factual bases for any unliquidated cure amount that the Counterparty believes is required to be paid under Bankruptcy Code sections 365(b)(1)(A) and (B) for the applicable Assigned Contract, along with the specific nature and dates of any alleged defaults, the pecuniary losses, if any, resulting therefrom, and the conditions giving rise thereto; (d) be served : (i) proposed counsel to the Debtors, Pashman Stein Walder Hayden, P.C., 824 North Market Street, Suite 800, Wilmington, Delaware, 19801, Attn: John W. Weiss (jweiss@pashmanstein.com), Leah M. Eisenberg (leisenberg@pashmanstein.com), Richard W. Riley (rriley@pashmanstein.com), and David E. Sklar (dsklar@pashmanstein.com); (ii) Cole Schotz P.C., 1325 Avenue of the Americas, New York, NY 10019, Attn: Daniel F. X. Geoghan

---

<sup>4</sup> Given the limited nature of their business operations, the Debtors do not maintain a contract management system. The contracts listed on Exhibit 1 represent all of the Debtors' existing contracts to the best of the Debtors' knowledge, information and belief after reasonable diligence. The Debtors reserve the right to amend and modify Exhibit 1 to the extent additional information becomes available.

(DGeoghan@coleschotz.com); (iii) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Jane M. Leamy (jane.m.leafy@usdoj.gov); and (iv) counsel to the Official Committee of Unsecured Creditors: Greenberg Traurig, LLP, 1000 Louisiana Street, Suite 6700, Houston, TX 77002, Attn: Shari L. Heyen and Greenberg Traurig, LLP, 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801, Attn: Dennis A. Meloro.. (the parties identified in (i) through (iv), collectively, the “Objection Notice Parties”); and (e) be filed with the Clerk of the Court and served by no later than **July 21, 2025, at 4:30 p.m. (prevailing Eastern Time)**.

**PLEASE TAKE FURTHER NOTICE** that a hearing (the “Sale Hearing”) to consider approval of the proposed Sale free and clear of all liens, claims, interests and encumbrances will be held on **August 20, 2025 at 11:00 a.m. (prevailing Eastern Time)** before the Honorable J. Kate Stickles, Bankruptcy Judge, United States Bankruptcy Court for the District of Delaware, at District of Delaware, at 824 Market Street North, 6th Floor, Courtroom 6, Wilmington, Delaware 19801. The Sale Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court or by notice filed on the docket in these Chapter 11 Cases.

*If a counterparty to an assigned contract files a Contract Objection in a manner that is consistent with the requirements set forth above, and the parties are unable to consensually resolve the dispute prior to the Sale Hearing, the amount to be paid or reserved with respect to such objection will be determined at the Sale Hearing, such later hearing date that the Debtors determine in their discretion, or such other date determined by the Court and in consultation with the Successful Bidder and the Consultation Parties (subject to the Court’s calendar). All other objections to the proposed assumption or proposed assumption and assignment of the Debtors’ right, title, and interest in, to, and under the Assigned Contracts will be heard at the Sale Hearing.*

**PLEASE TAKE FURTHER NOTICE** that although the Debtors have made a good-faith effort to identify all Assigned Contracts that might be assumed and assigned in connection with a Sale, the Debtors or the Successful Bidder may identify certain other executory contracts that should be assumed and assigned in connection with a Sale. Accordingly, the Debtors have reserved the right up until two (2) business days prior to the closing of any Sale, to (i) add any previously omitted Assigned Contracts to the Assigned Contracts List as contracts that may be assumed and assigned to a Successful Bidder in accordance with the definitive documentation for the Sale, (ii) modify the previously stated Cure Payment associated with any Assigned Contract; and/or (iii) remove any Assigned Contract from the Assigned Contracts List that a Successful Bidder proposes to be assumed and assigned in connection with the Sale.

**CONSEQUENCES OF FAILING TO TIMELY  
AND PROPERLY ASSERT AN OBJECTION**

***UNLESS YOU FILE AN OBJECTION TO THE CURE AMOUNT AND/OR THE ASSUMPTION OR ASSIGNMENT OF YOUR CONTRACT OR LEASE IN ACCORDANCE WITH THE INSTRUCTIONS AND DEADLINES SET FORTH HEREIN, YOU SHALL BE (A) BARRED FROM OBJECTING TO THE CURE AMOUNT SET FORTH ON EXHIBIT 1, (B) ESTOPPED FROM ASSERTING OR CLAIMING ANY CURE AMOUNT***

***AGAINST THE DEBTOR, A STALKING HORSE BIDDER, OR SUCH OTHER SUCCESSFUL BIDDER THAT IS GREATER THAN THE CURE AMOUNT SET FORTH ON EXHIBIT 1, AND (C) DEEMED TO HAVE CONSENTED TO THE ASSUMPTION AND/OR ASSIGNMENT OF YOUR CONTRACT OR LEASE.***

Dated: July 7, 2025  
Wilmington, Delaware

**PASHMAN STEIN WALDER HAYDEN, P.C.**

/s/ Richard W. Riley

John W. Weiss (No. 4160)  
Richard W. Riley (No. 4052)  
824 North Market Street, Suite 800  
Wilmington, DE 19801  
Telephone: (302) 592-6496  
Email: jweiss@pashmanstein.com  
rriley@pashmanstein.com

-and-

Leah M. Eisenberg (admitted *pro hac vice*)  
David E. Sklar (admitted *pro hac vice*)  
Court Plaza South, East Wing  
21 Main Street, Suite 200  
Hackensack, NJ 07601  
Telephone: (201) 488-8200  
Email: leisenberg@pashmanstein.com  
dsklar@pashmanstein.com

*Counsel to the Debtors and Debtors in Possession*

**EXHIBIT 1**

In re VWS Holdco, Inc.

Schedule of Contracts which May Be Assumed and Assigned to Successful Bidder<sup>1</sup>

Balances as of June 1, 2025

| <b>Debtors</b>        | <b>Counterparty</b>   | <b>Contract Description</b>   | <b>Cure Amount</b> |
|-----------------------|---|---|--------------------|
| Shoosmith Bros., Inc. | Evergreen National Indemnity Company                          | Surety Bond and Rider for Landfill Closure Obligations  | \$0                |
| Shoosmith Bros., Inc. | Evergreen National Indemnity Company                          | Surety Bond and Rider for Landfill Post-Closure Obligations   | \$0                |
| Shoosmith Bros., Inc. | Industrial Power Generating Corporation<br>c/o Archaea Energy | Landfill Gas Purchase Agreement dated September 5, 2002 (including all amendments, modifications, supplements, exhibits, and any other operative documents related to such Landfill Gas Purchase Agreement) | \$0                |
| Shoosmith Bros., Inc. | Industrial Power Generating Corporation<br>c/o Archaea Energy | Site Lease Agreement dated September 5, 2002 (including all amendments, modifications, supplements, exhibits, and any other operative documents related to such Site Lease Agreement)                       | \$0                |

---

<sup>1</sup> Given the limited nature of their business operations, the Debtors do not maintain a contract management system. The contracts listed on this Exhibit 1 represent all of the Debtors' existing contracts to the best of the Debtors' knowledge, information and belief after reasonable diligence. The Debtors reserve the right to amend and modify this Exhibit 1 to the extent additional information becomes available.

|                       |   |  |   |
|-----------------------|---|--|---|
| Shoosmith Bros., Inc. | Industrial Power Generating Corporation<br>c/o Archaea Energy | Landfill Gas Purchase Agreement dated April 14, 2021 (including all amendments, modifications, supplements, exhibits, and any other operative documents related to such Landfill Gas Purchase Agreement) | \$506,728.80  |
| Shoosmith Bros., Inc. | Swift Creek Renewables, LLC                                   | Landfill Gas Agreement effective April 14, 2021 <sup>2</sup> (including all amendments, modifications, supplements, exhibits, and any other operative documents related to such Landfill Gas Agreement)  | \$0   |
| Shoosmith Bros., Inc. | John Deere Financial  | Equipment Finance Agreement  | \$0   |
| Shoosmith Bros., Inc. | Integrity Environmental Solutions                             | Proposal for Professional Services   | \$63,086.07   |
| Shoosmith Bros., Inc. | Shamrock Environmental Corporation                            | Proposal/Contact for treatment of leachate   | \$886,492.20 (combined for both listed contracts with Shamrock Environmental Corporation) |
| Shoosmith Bros., Inc. | Shamrock Environmental Corporation                            | Proposal/Contact for hauling leachate  |   |

---

<sup>2</sup> On June 18, 2025, the Debtors filed *Debtors' Motion for Entry of an Order (I) Authorizing the Rejection of Executory Contract with Swift Creek Renewables, LLC and (II) Granting Related Relief* [Docket No. 85] (the "Motion to Reject"). By listing the contract with Swift Creek Renewables, LLC as a contract that may potentially be assumed and assigned to a Successful Bidder, the Debtors do not withdraw the Motion to Reject and the Debtors reserve and preserve all rights related to the Motion to Reject.

|   |   |   |     |
|---|---|---|-----|
| Shoosmith Bros., Inc.                     | Synagro Technologies, Inc.  | Proposal  | \$0 |
| Shoosmith Bros., Inc.                     | Willscot  | Rental Contract   | \$0 |
| Shoosmith Bros., Inc.                     | Mike Cole   | Employment Agreement  | \$0 |
| Shoosmith Bros., Inc.<br>VWS Holdco, Inc. | Cincinnati Insurance Company  | Insurance Policy for Commercial Package Coverage  | \$0 |
| Shoosmith Bros., Inc.<br>VWS Holdco, Inc. | Crum & Forester Specialty Insurance Company                               | Insurance Policy for Commercial General Liability Coverage<br>Contractor Pollution Liability Coverage<br>Errors and Omissions Liability Coverage<br>Third Party Pollution Liability Coverage<br>Onsite Cleanup Coverage | \$0 |
| Shoosmith Bros., Inc.<br>VWS Holdco, Inc. | Allied World Surplus Lines Insurance Company                              | Insurance Policy for Directors & Officers Liability,<br>Employment Practices Liability<br>Fiduciary Liability<br>Crime Liability  | \$0 |
| Shoosmith Bros., Inc.<br>VWS Holdco, Inc. | Encova Mutual Insurance Group, Inc.<br>/ AlleghenyPoint Insurance Company | Insurance Policy for Workers Compensation and Employers Liability Coverage  | \$0 |
| Shoosmith Bros., Inc.<br>VWS Holdco, Inc. | Aspen Specialty Insurance Company   | Insurance Policy for Commercial Environmental Excess Coverage   | \$0 |
| Shoosmith Bros., Inc.<br>VWS Holdco, Inc. | Crum & Forester Specialty Insurance Company                               | Insurance Policy for Commercial Environmental Excess Coverage   | \$0 |