

**Fill in this information to identify the case:**

Debtor Enviva Inc.

United States Bankruptcy Court for the: Eastern District of Virginia  
(State)

Case number 24-10453

**Official Form 410  
Proof of Claim**

**04/22**

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

<b>1. Who is the current creditor?</b>	<u>Ascendum Machinery Inc</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small>	
	<small>Other names the creditor used with the debtor</small> _____	
<b>2. Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. Where should notices and payments to the creditor be sent?</b>	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
<small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small>	<u>Ascendum Machinery Inc</u> <u>Marco Loureiro</u> <u>16810 Kenton Dr Suite 300</u> <u>Huntersville, NC 28078, United States</u>	
	<small>Contact phone</small> <u>704-494-8100</u>	<small>Contact phone</small> _____
	<small>Contact email</small> <u>See summary page</u>	<small>Contact email</small> _____
	<small>Uniform claim identifier for electronic payments in chapter 13 (if you use one):</small> _____	
<b>4. Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <small>MM / DD / YYYY</small>	
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 9801 \_\_\_\_

7. How much is the claim? \$ 2190.02. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
services performed

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

- No
- Yes. Check all that apply:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Amount entitled to priority  
\$ \_\_\_\_\_
- Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ \_\_\_\_\_
- Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ \_\_\_\_\_
- Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ \_\_\_\_\_
- Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ \_\_\_\_\_
- Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies. \$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?

- No
- Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/05/2024  
MM / DD / YYYY

/s/Rick Scercy  
Signature

Print the name of the person who is completing and signing this claim:

Name Rick Scercy  
First name Middle name Last name

Title Credit Manager

Company Ascendum Machinery Inc  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 249-2695 | International (310) 751-2601

<b>Debtor:</b> 24-10453 - Enviva Inc. <b>District:</b> Eastern District of Virginia, Alexandria Division		
<b>Creditor:</b> Ascendum Machinery Inc Marco Loureiro 16810 Kenton Dr Suite 300  Huntersville, NC, 28078 United States <b>Phone:</b> 704-494-8100 <b>Phone 2:</b> 704-494-8100 <b>Fax:</b>  <b>Email:</b> marco.loureiro@ascendummachinery.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> services performed	<b>Last 4 Digits:</b> Yes - 9801	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 2190.02	<b>Includes Interest or Charges:</b> Yes	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b>  <b>Annual Interest Rate:</b>  <b>Arrearage Amount:</b>  <b>Basis for Perfection:</b>  <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Rick Scercy on 05-Jun-2024 9:22:45 a.m. Eastern Time <b>Title:</b> Credit Manager <b>Company:</b> Ascendum Machinery Inc		



Ascendum Machinery, Inc.  
 16810 Kenton Drive  
 Suite 300  
 Huntersville, NC 28078  
 ☎ (704) 494-8100  
 (704) 494-8196

# STATEMENT

Statement

Date

Customer

ST190822380

06/05/2024

109801

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## Enviva Pellets Ahoskie, LLC

142 NC Rt. 561 East  
 Ahoskie, NC 27910

Date	Document	Due Date	PO #	Description	Amount	Payment	Balance
04/27/23	S113036347	05/27/23	SAPPON001569	Invoice - Service	2,293.53		2,293.53
			9-1				
05/26/23	52623ACH	05/26/23		Cash Entry - Administration		260.51	(260.51)
08/31/23	A190047592	09/30/23	NOPPON001703	Service Charge - Administration	35.04		35.04
			7-1				
01/31/24	A190048616	03/01/24	SAPPON001569	Service Charge - Administration	30.49		30.49
			9-1				
02/29/24	A190048797	03/30/24	SAPPON001569	Service Charge - Administration	30.49		30.49
			9-1				
04/30/24	A190049143	05/30/24	SAPPON001569	Service Charge - Administration	30.49		30.49
			9-1				
05/31/24	A190049359	06/30/24	SAPPON001569	Service Charge - Administration	30.49		30.49
			9-1				

Current	31 - 60	61 - 90	91 - 120	> 120
30.49	30.49	0.00	30.49	2,098.55

**Total Due 2,190.02**

PLEASE REMIT TO:  
 Ascendum Machinery, Inc.  
 PO Box 534366  
 Atlanta, GA 30353



**Ascendum Machinery, Inc.**  
 3561 Jones Sausage Road  
 Garner, NC 27529

# REPRINT INVOICE

**Invoice**      **Date**      **Customer**  
**S113036347**      **04/27/2023**      **109801**  
2027389

P: (919) 661-8710  
 F: (919) 661-9038

Sold to :

**Enviva Pellets Ahoskie, LLC**  
 142 NC Rt. 561 East  
 Ahoskie, NC 27910

Shipped to :

**ENVIVA PALLETS**  
 5 CONNECTOR RD  
 FAISON, NC 28341

P: (910) 852-9479

Salesperson :

*2 pgs for Invoice*  
*Invoice Total on pg 2*

Quantity	Product Id	Description	Unit Price	Total Price				
Cust PO# : SAPPON0015699-1		Entered by : Chris Bailey						
Work Order : W113052588		Seg 1: F/ WONT CRANK	04/21/23	1. Customer WO				
Make	Model	Serial ID/Plate	Year	Date	Odometer	H-Meter	Dealer ID	Customer Eq ID
Sennebogen	830R-HD	83051639 22055985	2012			11,511.00	84000087	
COMPLAINT: WONT CRANK CORRECTION: CHECKED ALL FLUIDS AND CHECKED OVER MACHINE. FOUND MACHINE WOUL DNOT START. FOUND BATTERIES DEAD AND VERY LOW ON FUEL. CUSTOMER FILLED WITH FUEL. PRIMED FUEL SYSTEM AND JUMP STARTED MACHINE. LET UNIT RUN FOR 30 MINUTES AT IDLE. FOUND UNIT HAD NO HYDRAULIC FUNCTIONS. CHECKED FUSES, RELAYS AND SAFETY SWITCHES. NO ISSUES FOUND. FOUND THE COIL ON Y315 WAS SHORTED OUT AND THE VALVE WAS RUSTED. INSTALLED ENW VALVE WITH COIL, HYDRAULIC FUNCTIONS NOW WORKING CORRECTLY. CUSTOMER OPERATED UNIT FOR SHORT PERIOD OF TIME AND GRAPPLE STOPPED OPENING AND CLOSING. CHECKED OILS AT Y482 AND Y483, FOUND RESISTANCE WAS HIGH. INSTALLED NEW COILS AND GRAPPLE BEGAN WORKING WITH NO ISSUES. REMAINED ON SITE WHILE OPERATOR RAN UNIT. NO FURTHER ISSUES AT THIS TIME.								
2	SBG 106994	Coil	NR			67.76		135.52
1	SBG 106995	Valve/Coil	NR			313.76		313.76
<b>Total Parts</b>								<b>449.28</b>
<b>Total Labor</b>								<b>968.75</b>
ZML	Mileage Recovery							522.50
ENV	Environmental Disposal							40.00
<b>Total Misc</b>								<b>562.50</b>
FSC	Service Fuel Surcharge							78.38
SS	Shop Supplies							87.19
<b>Total Charges</b>								<b>165.57</b>



**Ascendum Machinery, Inc.**  
 3561 Jones Sausage Road  
 Garner, NC 27529

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P: (919) 661-8710  
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**Invoice**      **Date**      **Customer**  
**S113036347**      **04/27/2023**      **109801**  
2027389

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 142 NC Rt. 561 East  
 Ahoskie, NC 27910

Shipped to :

**ENVIVA PALLETS**  
 5 CONNECTOR RD  
 FAISON, NC 28341

P: (910) 852-9479

Salesperson :

Quantity	Product Id	Description	Unit Price	Total Price			
<b>Due Date</b>	<b>Payment</b>	<b>Amount</b>	<b>Paid</b>	<b>Tax</b>	<b>Basis</b>	<b>Tax Rate</b>	<b>Tax Amount</b>
05/27/23	On Account	2,293.53		Duplin	1,137.35	2.25%	25.59
				Duplin	968.75	2.25%	21.80
				North Carolina	1,137.35	4.75%	54.02
				North Carolina	968.75	4.75%	46.02

Detach at line and return with payment



Total Amount :	2,146.10
Sales Tax :	147.43
Total :	2,293.53
Payment :	0.00
<b>To Pay :</b>	<b>2,293.53</b>

Remit To:

**Ascendum Machinery, Inc.**  
 PO Box 534366  
 Atlanta, GA 30353

Invoice      S113036347  
 Date      04/27/2023  
 Customer      109801  
 All amounts are in US Dollars (\$)

Accounts over 30 days are subject to a 1.5 % service charge (annual rate 18 %), and all costs of collection including reasonable attorney's fee.



**Construction Equipment  
USA, INC.**

**APPLICATION FOR CREDIT**

NAME OF APPLICANT Enviva Pellets Ahoskie, LLC FEDERAL ID 27-4174698  
 ADDRESS 142 NC Rt. 561 East PO BOX \_\_\_\_\_ PO ZIP CODE \_\_\_\_\_  
 CITY Ahoskie COUNTY Hertford STATE NC ZIP CODE 27910  
 PHONE ( 252 ) 209-6032 FAX ( 252 ) 209-6039  
 LEGAL STATUS: CORPORATION  PARTNERSHIP \_\_\_\_\_ SOLE PROP \_\_\_\_\_ DIVISION OF \_\_\_\_\_  
 HOW LONG IN BUSINESS 1 year Do you work on a purchase order system? yes  
 LIST ALL OWNERS, PARTNERS, OR CORPORATE OFFICERS: SOCIAL SECURITY # \_\_\_\_\_  
 OWNER OR PRES John Keppler HOME ADDRESS \_\_\_\_\_  
 PARTNER OR VP David Meeker HOME ADDRESS \_\_\_\_\_  
 PARTNER OR SECR \_\_\_\_\_ HOME ADDRESS \_\_\_\_\_

TRADE REFERENCES	COMPLETE ADDRESS	TELEPHONE	CONTACT
See Attached		( )	
2.		( )	
3.		( )	

BANK	COMPLETE ADDRESS	TELEPHONE	CONTACT
1. CHECKING	See Attached	( )	
2. SAVINGS		( )	
FINANCING SOURCE		( )	
BONDING COMPANY		( )	

**IMPORTANT - APPLICANT AGREES TO THE FOLLOWING:**

That ASC Construction Equipment USA, Inc. retains the right to deny credit to any applicant. ASC Construction Equipment USA, Inc. also retains the right to close this account whenever we deem necessary. In making this application for credit, it is understood that an investigative report may be made whereby information is obtained through personal interviews with third parties, such as business associates, financial sources, or others with whom applicant is acquainted. This inquiry includes information as to applicant's capacity, general credit reputation, character, personal characteristics, and mode of living whichever may be applicable.

**DISCLOSURE OF RIGHT TO REQUEST SPECIFIC REASONS FOR CREDIT DENIAL GIVEN AT TIME OF APPLICATION**

If your application for business credit is denied, you have the right to a written statement of those specific reasons for the denial. To obtain this statement, please contact ASC Construction Equipment USA, Inc. at 9115 Harris Corners Parkway, Suite 450, Charlotte, NC, 28269, within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

**NOTICE:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance programs, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC, 20580.

**TERMS:** Accounts due and payable in full by the payment terms stated on the invoice. A late charge of 1% per month (18% per annum) may be added to all accounts in excess of thirty days. If credit is approved applicant agrees to pay all reasonable collection, attorney's fees, and costs, if collection becomes necessary. **NOTE: WE SEND OUT "NOTICE TO OWNERS" AND FILE LIENS ON PAST DUE ACCOUNTS.**

**NOTICE:** Applicant and each other person signing below warrants that the information provided herein or in connection with this application is true and correct and authorizes the release of such information to any party who may provide credit to applicant, whether herein or pursuant to a subsequent application or request, to obtain from banks, credit bureaus, and other creditors, all of which are hereby authorized to release any credit/financial information concerning applicant or such other person (including personal credit bureaus) as such party may deem appropriate, and to share all such information with the other.

BY EXECUTION HEREOF, THE UNDERSIGNED AGREES TO THE TERMS AND CONDITIONS CONTAINED HEREIN ABOVE AND ON THE REVERSE SIDE OF THIS APPLICATION.

SIGNED \_\_\_\_\_ TITLE VP of Finance DATE 3/2/12

**PERSONAL GUARANTEE:** In consideration of ASC Construction Equipment USA, Inc. extending credit to \_\_\_\_\_, we the undersigned jointly and severally, as individuals, guarantee the payment of any and all future obligations of the said business which may be owing to ASC Construction Equipment USA, Inc. on the same terms set forth above. Guarantor consents to investigation into Guarantor's credit worthiness and further grants to ASC Construction Equipment USA, Inc. permission to obtain credit information from any source and consents to the use of such information, prior to or after granting credit pursuant to this Application, including use in collection of any amounts due by Applicant to ASC Construction Equipment USA, Inc.

APPROVED BY CREDIT-MANAGER \_\_\_\_\_ Date \_\_\_\_\_ Acct # 109801 \$ \_\_\_\_\_ BR 117

9115 Harris Corners Parkway, Suite 450, Charlotte, NC 28269  
(704) 494-8100 Phone • (704) 494-8196 Fax

*Handwritten notes:* # 10,000  
3/2/12



**Company Information**  
Enviva Pellets Ahoskie, LLC

**Incorporated**  
State of Delaware  
December 7, 2010

Tax ID: 27-4174698

**Billing Address:**  
7200 Wisconsin Avenue  
Suite 1100  
Bethesda, MD 20814

**Site Address:**  
142 NC Rt. 561 East  
Ahoskie, NC 27910  
Phone (252) 209-6032  
Fax (252) 209-6039

**Billing Contact:**  
Vonetta Brown-Accts Payable Specialist  
Phone 301. 657.5560 Ext 174  
Fax: 301.657.5567  
[accounting@envivabiomass.com](mailto:accounting@envivabiomass.com)

**Site Contact:**  
Bill Cummins – Plant Manager  
Cell (757) 274-8377  
[bill.cummins@envivabiomass.com](mailto:bill.cummins@envivabiomass.com)

**Bank Information:**

Wells Fargo  
1021 East Cary Street  
Richmond, VA 23219  
Contact: Martha Bowman  
Phone: 804.697.6828  
Fax 866 966 6352 - Kim Epps  
Acct Name: Enviva Pellets Ahoskie, LLC  
ABA #: 121000248  
Account #: 2000048297611

Acct Name: Enviva, LP (Enviva Pellets Ahoskie, LLC is a subsidiary of Enviva, LP)  
ABA# 121000248  
Account # 2000048297721  
SWIFT: WFBUS65

**Trade References:**

Commercial Ready Mix Products, Inc.

PO Box 189  
Winton, NC 27986  
252.358.5461  
252 358 4912 - fax

Casey Industrial, Inc.

1400 W. 122<sup>nd</sup> Ave, Suite 200  
Westminster, CO 80234  
303-460-1274  
303-465-5562 fax

East Coast Construction

2705 Westchester Dr.  
PO Box 7066 High Point, NC 27267  
High point, NC 27267

336.431.1533  
336 431-1530 - fax

Fulgham Industries, Inc.

313 South Main Street  
Wadley, GA 30477  
478.252.5223  
478 252 1507 fax



Construction Equipment  
USA, INC.

## TERMS AND CONDITIONS OF CREDIT

1. **FINANCE CHARGES.** Applicant will receive a monthly statement. When payment is required under the terms of any statement sent to Applicant, Applicant must pay the entire amount shown by the thirtieth (30<sup>th</sup>) day of the same month. If the balance shown on a monthly statement is not paid before the thirtieth (30<sup>th</sup>) day of the month, a FINANCE CHARGE will be imposed with respect to a current billing period which opens with a balance owing from a prior billing period (the current balance) and will be based on that balance without deducting subsequent payments or other credits or adding subsequent charges. To avoid a FINANCE CHARGE, the total amount owing at the close of any billing period (Balance) must be completely cleared on or before the thirtieth (30<sup>th</sup>) day of the same month. A minimum fifty cent (\$.50) FINANCE CHARGE may be imposed if the balance does not exceed \$35.00; any greater FINANCE CHARGE will be determined by applying a one and one-half percent (1½%) per month periodic rate (eighteen percent [18%] annual percentage rate) to the Balance; provided, however, that in no event shall the maximum rate of interest exceed that permitted by applicable law.

2. **HANDLING CHARGES.** A HANDLING CHARGE of fifteen percent (15%) of the invoiced amount will be made for all parts returned, unless wrong parts are shipped by ASC Construction Equipment USA, Inc. in error. No return of parts or other terms will be accepted without prior approval.

3. **NO WARRANTY.** ASC Construction Equipment USA, Inc. is not the manufacturer or agent of the manufacturer of any Equipment. ASC Construction Equipment USA, Inc. gives NO WARRANTY AGAINST EITHER LATENT OR PATENT DEFECTS in material, workmanship, capacity, or operating capacity of any Equipment; nor does ASC Construction Equipment USA, Inc. warrant that the Equipment will meet the requirements of any law, rule, specification, or contract. There are NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR FOR ANY SERVICE OR REPAIR WORK PERFORMED BY ASC Construction Equipment USA, Inc. All used equipment is sold AS IS, WHERE IS, with all faults.

4. **ACCEPTANCE OF EQUIPMENT OR SERVICES.** The failure of the Applicant to object in writing to the condition of any Equipment sold or rented to Applicant, or serviced or repaired for Applicant by ASC Construction Equipment USA, Inc. within forty-eight (48) hours of its delivery to Applicant will constitute an acknowledgement that the Equipment, and if applicable, the service or repair work, has been accepted and found in good, safe, and serviceable condition, fit for Applicant's intended use, and in the case of service or repair work, that the same has been properly performed. If Applicant notifies ASC Construction Equipment USA, Inc. that the Equipment is not in good, safe, and serviceable condition and fit for its normal use upon its delivery, ASC Construction Equipment USA, Inc. will have the right to put the Equipment in good, safe, and serviceable condition and fit for normal use within a reasonable time, or to cancel the contract. If Applicant notifies ASC Construction Equipment USA, Inc. that service or repair work was not properly performed, then the Applicant will deliver the Equipment to ASC Construction Equipment USA, Inc.'s nearest location for inspection; at ASC Construction Equipment USA, Inc.'s option, ASC Construction Equipment USA, Inc. will either redo any service or repair work which it finds to be defective, or refund all monies paid for service or repair work found to be defective or improperly performed.

5. **NONLIABILITY OF ASC CONSTRUCTION EQUIPMENT USA, INC.** Regardless of whether a claim against ASC Construction Equipment USA, Inc. sounds in contract under the Application, tort or otherwise, ASC Construction Equipment USA, Inc. will not be liable to Applicant for any loss, delay, or damage of any kind or character resulting from accidental breakage, defects in, or inefficiency of any equipment from the failure of ASC Construction Equipment USA, Inc. to properly perform services or repair work, or from any other cause whatsoever, including the NEGLIGENCE OF ASC Construction Equipment USA, Inc. ASC Construction Equipment USA, Inc. WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE. ASC Construction Equipment USA, Inc. WILL NOT BE LIABLE FOR LOSS OF PROFITS OR FOR "DOWN TIME." For rented or lease option Equipment, the exclusive remedy of the Applicant is the return of the Equipment, and the Applicant waives all claims of damages or other relief. The exclusive remedy for purchased Equipment is provided for by the manufacturer pursuant to its warranty, if any. For service or repair work, the exclusive remedy is the refund, without interest, of all sums paid for the specific work not properly performed by ASC Construction Equipment USA, Inc., and the Applicant waives all claims for damages thereof. ASC Construction Equipment USA, Inc. will not have any liability whatsoever to Applicant for any improper service or repair work unless ASC Construction Equipment USA, Inc. has previously been given the opportunity to inspect that work before the same has been corrected by anyone else, and is given the opportunity to redo any repair.

6. **TAXES.** Applicant will pay all sales and use taxes, all personal property taxes, and all other taxes, whatsoever.

7. **INDEMNIFICATION.** Applicant will indemnify and hold ASC Construction Equipment USA, Inc. harmless from any liability, including reasonable attorney's fees, of any kind, including the NEGLIGENCE of ASC Construction Equipment USA, Inc., its agents and employees, arising out of the possession, maintenance, repair, use, operation, and, or the alternative, failure of any Equipment, whether defective or not.

8. **TITLE/SECURITY INTEREST.** Title to rented and lease option Equipment and to all accessories, replacements, or substitutions is and will remain in ASC Construction Equipment USA, Inc. If Equipment was sold to Applicant, the Applicant grants a security interest in the Equipment and in all accessories, replacements, or substitutions until all sums now or later due to ASC Construction Equipment USA, Inc. are paid in full. Applicant agrees to execute a UCC financing statement if requested by ASC Construction Equipment USA, Inc. The Equipment will not become a fixture. If Applicant fails to execute and deliver UCC-1 financing statements as requested by ASC Construction Equipment USA, Inc., Applicant hereby appoints ASC Construction Equipment USA, Inc. as attorney-in-fact for the Applicant, which appointments are irrevocable and coupled with interest, for the limited purpose of signing and completing the financing statements as agent for the Applicant so that such financing statements are in a form suitable for filing with the appropriate filing offices.

9. **ATTORNEY'S FEES.** If ASC Construction Equipment USA, Inc. employs an attorney to enforce any provision of the Application, or to defend any action brought by Applicant, its agents or employees, against ASC Construction Equipment USA, Inc., whether the action sounds in contract, tort or otherwise, or to collect any payment due to ASC Construction Equipment USA, Inc. from Applicant, whether or not suit is instituted, ASC Construction Equipment USA, Inc. will be entitled to recover from Applicant all costs and expenses incurred, including a reasonable attorney's fee of not less than ten percent (10%) of the amount due if suit is for the collection of monies. A reasonable attorney's fee includes, but is not limited to, fees incurred for trial, appellate proceedings, and post-judgment proceedings, or in participating in any bankruptcy or insolvency proceeding filed by or against the Applicant. Any judgment rendered against Applicant will include a provision allowing for subsequent assessment and award of attorney's fees and costs incurred after judgment by ASC Construction Equipment USA, Inc. for the enforcement or collection of the judgment and reserving jurisdiction to the trial court for the purpose of making such award.

10. **CONSENT TO JURISDICTION/JURY TRIAL.** Applicant and ASC Construction Equipment USA, Inc. each hereby waive any right to a trial by jury in any action brought by or against the Applicant and involving ASC Construction Equipment USA, Inc., whether such claims sound in contract, tort or otherwise, involving any Equipment sold or leased by ASC Construction Equipment USA, Inc. to the Applicant with respect to this Application, any repairs to any Equipment, or any credit extended by ASC Construction Equipment USA, Inc. to the Applicant. Any judicial proceedings brought against the Applicant with respect to this Application, sale or lease of any Equipment by ASC Construction Equipment USA, Inc. to the Applicant, or any credit extended by ASC Construction Equipment USA, Inc. to the Applicant, may be brought in the United States District Court for North Carolina or the Court of Common Pleas of Mecklenburg County, North Carolina. By executing and delivering this Application, the Applicant accepts for itself, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid Courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with any said matters. Applicant agrees that a summons and complaint commencing an action or proceeding in either of aforesaid Courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address designated pursuant hereto, or as otherwise provided under the laws of the State of North Carolina. The parties hereby waive any claim that Mecklenburg County, North Carolina, is an inconvenient forum and any claim that any action or proceeding arising out of or relating to the transactions contemplated by this Application in either of the aforesaid Courts lacks proper venue and/or jurisdiction. In addition, at its option, ASC Construction Equipment USA, Inc. may initiate proceedings in any other Court having jurisdiction.

11. **NON-WAIVER.** The failure of ASC Construction Equipment USA, Inc. at any time to enforce any default or right reserved to it or to require strict performance of any of the terms of this Application or any contract by Applicant at its time designated will not be a waiver of any such default or right, nor will it in any way affect the right of ASC Construction Equipment USA, Inc. to later enforce such provisions. The remedies of ASC Construction Equipment USA, Inc. are cumulative and not alternative.

12. **RENTALS.** All terms and conditions of a Rental Agreement are herein incorporated into the terms and conditions of Open Account, Service, Parts, etc.

13. **PURCHASE ORDERS.** No purchase order terms are acceptable unless ASC Construction Equipment USA, Inc. specifically, in writing, agrees to terms as stated on the purchase orders. All terms of sale as designated by ASC Construction Equipment USA, Inc. shall prevail. No terms or conditions of purchase orders will become part of any ASC Construction Equipment USA, Inc. Sale Agreement, Rental Agreement, or other document unless approved in writing by ASC Construction Equipment USA, Inc.

14. Unless specifically documented on an account remittance, ASC Construction Equipment USA, Inc. may, at its discretion, apply payments against open charges.

15. Continued solvency of the undersigned is a pre-condition and a continuing condition to any sale by ASC Construction Equipment USA, Inc. The undersigned agrees to supply ASC Construction Equipment USA, Inc., upon demand, a statement representing that the undersigned is solvent at the time and further agrees to provide copies of any financial statements requested by ASC Construction Equipment USA, Inc.

16. **CHOICE OF LAW.** The terms and conditions of this Application will be construed in accordance with the laws of the State of North Carolina, without regard to the laws or Court decisions concerning choice-of-law in said State.

17. **CAPTIONS.** The captions are solely for convenience and will neither add nor detract from this Application.

By initials placed herein, Applicant has reviewed the Terms and Conditions of this Application and agrees that they are incorporated as terms which apply to the credit request presently under consideration as well as any credit extended by ASC Construction Equipment USA, Inc. to the Applicant in the future.

9115 Harris Corners Parkway, Suite 450, Charlotte, NC 28269  
(704) 494-8100 Phone • (704) 494-8196 Fax



Construction Equipment  
USA, INC.

### GUARANTY

FOR GOOD AND VALUABLE CONSIDERATION, including without limitation, the extension of credit by ASC Construction Equipment USA, Inc. to Enviva Pellets Ahoekie, LLC ("Obligor"), the receipt of which is hereby acknowledged, the undersigned ("Guarantor") unconditionally and irrevocably guarantees to ASC Construction Equipment USA, Inc., and to its successors and assigns, on the terms set forth below, the full payment and performance when due, by acceleration or otherwise, of any and all debts, obligations, and liabilities of Obligor to ASC Construction Equipment USA, Inc., of any kind and nature, under any and all loans, advances, credit, or other financial accommodations extended by ASC Construction Equipment USA, Inc., whether due or not due, and whether the obligations may be or hereafter become otherwise invalid or unenforceable (collectively, the "Indebtedness").

Guarantor authorizes ASC Construction Equipment USA, Inc. (whether or not after revocation or termination of this Guaranty), without notice or demand (except any notice or demand that is required by statute and cannot be waived) and without affecting or impairing their liability hereunder, from time to time to renew, compromise, extend, accelerate, or otherwise change the time for performance of, or otherwise change the terms of the Indebtedness or any part thereof. ASC Construction Equipment USA, Inc. may, without notice, assign this Guaranty in whole or in part.

Guarantor waives any right to require ASC Construction Equipment USA, Inc. to (a) proceed against Obligor; (b) proceed against or exhaust any security held from Obligor; or (c) pursue any other remedy in ASC Construction Equipment USA, Inc.'s power whatsoever. Guarantor waives any defense based on or arising out of any defense of Obligor other than payment in full of the Indebtedness. Guarantor waives all presentments, demands for performance, notices of protest, notices of dishonor, notices of acceptance of the Guaranty, and notices of the existence, creation, or incurring of new or additional Indebtedness.

This Guaranty and the rights, obligations, and liabilities under it are to be governed by, and are to be construed and interpreted in accordance with the laws of the State of North Carolina, excluding, however, such State's choice-of-law rule for purposes of conflicts of laws. Guarantor agrees that exclusive jurisdiction for any legal action or proceeding arising out of or relating to this Guaranty resides in the federal or state courts of the State of North Carolina and Guarantor further agrees and expressly consents to the exercise of personal jurisdiction in the State of North Carolina in connection with any dispute or claim involving this Guaranty or Obligor. Guarantor agrees without demand to reimburse ASC Construction Equipment USA, Inc. for all costs, attorney's fees, and other expenses that ASC Construction Equipment USA, Inc. expends or incurs in the enforcement of any right relating to any Indebtedness, including their collection, or in the enforcement of this Guaranty.

This Guaranty and the liability and obligations of Guarantor hereunder are binding upon Guarantor and his/her heirs, executors, and assigns, and inure to the benefit of and are enforceable by Obligor and its successors, transferees, and assigns. None of the terms or provisions of this Guaranty may be waived, altered, modified, or amended, except by an instrument in writing, duly executed by the party to be charged by it. The obligations of Guarantor shall remain effective and be enforceable regardless of any subsequent change in the form of business organization of Obligor or any change in the composition, nature, personnel, or location of Obligor. Guarantor agrees that a facsimile copy of this Guaranty shall be considered an original and shall be admissible in a court of law to the same extent as the original document.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty as of the day and year set forth below.

GUARANTOR

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature

Address 7200 Wisconsin Ave #1100

Bethesda, MD 20814

\_\_\_\_\_  
Printed Name



Construction Equipment  
USA, INC.

## AUTHORIZATION TO RELEASE CREDIT INFORMATION

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


Re: Enviva Pellets Ahoskie, LLC

Gentlemen:

I, the undersigned, have submitted an application for credit with ASC Construction Equipment USA, Inc. You are authorized to provide this supplier with any information requested concerning my current or past accounts. Your response is solely a matter of courtesy for which no responsibility is attached to your institution or any of your officers. Copies of this authorization are to be accepted as original. Applications not completed in full will be denied credit.

Please return to ASC Construction Equipment

Applicant: Enviva Pellets Ahoskie, LLC

Signature: 

Address: 142 NC Rt. 561 East

Ahoskie, NC 27910



Elaine F. Marshall  
Secretary

North Carolina

DEPARTMENT OF THE  
SECRETARY OF STATE

PO Box 29622 Raleigh, NC 27628-0622 (919)937-2000

Date: 3/21/2012

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Corporation Names

Name	Name Type
NC ENVIVA PELLETS AHOSKIE, LLC	LEGAL

Limited Liability Company Information

SOSID:	1182245
Status:	Current-Active
Effective Date:	12/30/2010
Annual Report Due Date:	
Citizenship:	FOREIGN
State of Inc.:	DE
Duration:	PERPETUAL
Annual Report Status:	NOTICE SENT

Registered Agent

Agent Name:	CT CORPORATION SYSTEM
Office Address:	150 FAYETTEVILLE ST., BOX 1011 RALEIGH NC 27601
Mailing Address:	150 FAYETTEVILLE ST., BOX 1011 RALEIGH NC 27601

Principal Office

Office Address:	1309 EAST CARY ST SUITE 200 RICHMOND VA 23219
Mailing Address:	1309 EAST CARY ST SUITE 200 RICHMOND VA 23219

Officers

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