

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY Caption in Compliance with D.N.J. LBR 9004-1(a)	
BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP Kevin M. Capuzzi (NJ No. 173442015) John C. Gentile, Esq. Noelle B. Torrice (NJ No. 79132013) Continental Plaza II 411 Hackensack Ave., 3rd Floor Hackensack, NJ 07601-6323 Telephone: (302) 442-7010 Facsimile: (302) 442-7012 kcapuzzi@beneschlaw.com jgentile@beneschlaw.com ntorrice@beneschlaw.com <i>Counsel to Mainfreight Inc.</i>	Chapter 11 Case No. 25-16137 (MBK) Judge: Michael B. Kaplan (Jointly Administered)
In re: Powin, LLC, <i>et al.</i> , ¹ Debtors.	

**MAINFREIGHT INC.'S MOTION TO CONFIRM THAT
THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362(A)
DOES NOT APPLY TO CERTAIN GOODS IN ITS POSSESSION**

Mainfreight Inc., on behalf of itself and its affiliates (collectively “Mainfreight”), files *Mainfreight Inc.’s Motion to Confirm that the Automatic Stay Pursuant to 11 U.S.C. § 362(a) Does Not Apply to Certain Goods in Its Possession* (the “Motion”) regarding certain products that are (i) in Mainfreight’s possession, (ii) subject to Mainfreight’s general and specific lien rights, and

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, are: (i) Powin Project LLC [1583], (ii) Powin, LLC [0504], (iii) PEOS Holdings, LLC [5476], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [5241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [2495], (ix) Powin Energy Operating, LLC [6487]. The Debtors’ mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.



(iii) in which Powin, LLC (referred to herein as “Powin” or the “Debtor”) and its affiliates (collectively, the “Debtors”) hold no title. In support thereof, Mainfreight states as follows:

PRELIMINARY STATEMENT

1. Mainfreight is a global third-party logistics provider that has, for several years, arranged domestic and international transportation (both maritime and over-the-road), warehousing and storage, customs, and related services for and on behalf of the Debtors. As is customary in the transportation and logistics industry, pursuant to Mainfreight’s standard Terms and Conditions (as defined below), the Debtors agreed that Mainfreight may exert a general and specific possessory lien over any and all goods in its possession to secure any amounts owed by the Debtors. As of the Petition Date, the Debtors owed Mainfreight not less than \$13.1 million USD for services rendered.

2. Among the goods that Mainfreight arranged transportation for the Debtors were certain power units and electric components. Mainfreight understands that those goods were sold by the Debtors to BHER Ravenswood Solar 1, LLC (“BHER”) in connection with a facility that BHER is developing in West Virginia. Those goods are currently being stored at Mainfreight’s facility in Norfolk, Virginia, and are subject to Mainfreight’s general and specific possessory lien rights pending payment of the \$13.1 million USD owed to it for the transportation and logistics services rendered.

3. Mainfreight has since learned that just a day before the Petition Date, the Debtors purportedly transferred title of the goods to BHER. Mainfreight was not involved in the title transfer and had no knowledge of the specifics of this transfer on the eve of the bankruptcy filing. While the goods are still subject to Mainfreight’s lien, they no longer appear to be property of the estate. Given the unusual timing of the purported title transfer on the eve of the Petition Date,

however, Mainfreight brings this motion to confirm that the stay does not apply so that it may enforce its lien rights against the goods in its possession.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334 and *Standing Order of Reference 12-1* from the United States District Court for the District of New Jersey, dated as of September 18, 2012. This is a core proceeding under 28 U.S.C. § 157(b). Venue is proper in this district under 28 U.S.C. §§ 1408 and 1409. Mainfreight consents to the entry of a final order on this Motion if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

5. The statutory predicates for the relief sought herein are sections 105 and 362 of title 11 of the United States Code, §§ 101 *et seq.* (the “Bankruptcy Code”), and Rule 4001 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

FACTUAL BACKGROUND

6. Mainfreight is a global shipping and logistics company that also operates as a non-vessel-operating common carrier. McCrone Dec., ¶ 2.²

7. On or about May 17, 2021, the Debtors submitted the Business Credit Application (the “Application”) to Mainfreight. *Id.* ¶ 3. The Application contained Mainfreight’s Terms & Conditions of Service (the “Application Terms & Conditions”). *Id.* A true and correct copy of the Application and Application Terms & Conditions is attached hereto as **Exhibit B**.

8. In 2023, the Debtors opened a new business account with Mainfreight. On March 29, 2023, Stuart Bolland, the Chief Operating Officer of Debtor Powin LLC, executed the

² References to “McCrone Dec., ¶ __” refer to the *Declaration of James McCrone in Support of Mainfreight Inc.’s Motion to Confirm that the Automatic Stay Pursuant to 11 U.S.C. § 362(a) Does Not Apply to Certain Goods in Its Possession*, attached hereto as **Exhibit A**.

Mainfreight Group – Account Opening Form (the “Account Form”). McCrone Dec., ¶ 4. The Account Form contained Mainfreight’s Standard Terms & Conditions—November 2021 (the “Account Form Terms & Conditions” and, with the Application Terms & Conditions, the “Terms & Conditions”). *Id.* A true and correct copy of the Account Form and Account Form Terms and Conditions is attached hereto as **Exhibit C**.

9. The Terms & Conditions provide that Mainfreight shall hold a lien on any property of the Debtors that comes into Mainfreight’s possession or control. **Ex. B** at 2, § 15(a); **Ex. C**, § 2.9; McCrone Dec., ¶¶ 5-6. The Terms and Conditions further provide that, if Powin fails to pay outstanding amounts due upon Mainfreight’s notice that Mainfreight is exercising its lien rights, Mainfreight shall have the right to sell the Debtors’ property in Mainfreight’s possession or control and apply the sale price to the total owed to Mainfreight. **Ex. B** at 2, § 15(c); **Ex. C**, § 2.9; McCrone Dec., ¶¶ 5-6.

10. Before the Debtors filed bankruptcy on June 10, 2025 (the “Petition Date”), Mainfreight and the Debtors were engaged in a continuing business relationship, going back to at least 2021. McCrone Dec., ¶ 7. Among other things, Mainfreight would, at the Debtors’ request, coordinate the shipment, transportation, and storage of various goods on the Debtors’ behalf (the “Services”). *Id.*

11. Between April 4, 2025 and April 11, 2025, the Debtor purchased various electrical components (the “BHER Goods”) from ACE Engineering & Co. Ltd. McCrone Dec., ¶ 8.

12. In April 2025, at Powin’s request, Mainfreight arranged for the shipment of the BHER Goods from the sites of the BHER Goods’ manufacture or storage in Asia to facilities in the United States. McCrone Dec., ¶ 9.

13. On or about May 30, 2025, after the BHER Goods arrived in the United States and cleared customs, Mainfreight took possession and control of the BHER Goods, and placed the BHER Goods in storage at Mainfreight's warehouse facilities in Norfolk, Virginia. McCrone Dec., ¶¶ 10-11, 16.

14. At the time Mainfreight took possession of the BHER Goods, Powin owed Mainfreight millions of dollars in unpaid freight charges. *Id.* ¶ 11.

15. Thereafter, on June 4, 2025, Mainfreight issued a *Notice of Lien for Unpaid Services* (the "Notice") to Powin, which informed Powin about the outstanding balance owed to Mainfreight for the Services and that Mainfreight was exercising its lien rights on the BHER Goods. A true and correct copy of the Notice is attached hereto as **Exhibit E**.

16. The Notice also informed Powin that if it did not satisfy the outstanding balance within fourteen (14) days, Mainfreight would exercise its lien rights under the Terms & Conditions, including, but not limited to, sale of the BHER Goods. *See Ex. E*.

17. On or about June 8, 2025, Powin transferred title of the BHER Goods to BHER. McCrone Dec., ¶ 12. A true and correct copy of the *Change Order* (the "Change Order") between Powin and BHER is attached hereto as **Exhibit F**.

18. Powin has failed to pay multiple outstanding invoices for the Services issued between June 2024 and the date of this Motion. McCrone Dec., ¶ 13. The unpaid balance due from Powin to Mainfreight as of the Petition Date was not less than \$11,068,660.44 USD. *Id.* As of the date of this Motion, the unpaid balance due from Powin to Mainfreight as of the Petition Date was not less than \$13,106,443.46 USD. *Id.* ¶ 14.

19. As of the date of this Motion, Mainfreight remains in possession and control of the BHER Goods, which remain in storage at Mainfreight's facilities at the Port of Norfolk, Virginia. *Id.* ¶¶ 15-16.

RELIEF REQUESTED

20. Mainfreight requests that the Court enter an order confirming that the BHER Goods are not subject to the automatic stay under 11 U.S.C. § 362, and therefore Mainfreight may exercise its lien rights over the BHER Goods pursuant to the Terms & Conditions.

BASIS FOR RELIEF

21. The automatic stay does not apply to property that was not a part of the estate as of the Petition Date.³ It is axiomatic that the automatic stay only protects property of the estate. *In re Hollister Constr. Servs., LLC*, 617 B.R. 45, 49 (Bankr. D.N.J. 2020).

22. Mainfreight has a perfected security interest in the BHER Goods, and the Debtors have no title to, or interest in, the BHER Goods.

23. Under New Jersey law, a party with a security interest in goods may perfect its security interest by taking possession of the collateral. N.J. Rev. Stat. § 12A:9-313(a). A secured party's security interest in collateral continues even after sale, exchange, or other disposition of the collateral by the debtor, unless the secured party authorized its transfer free and clear of the security interest. N.J. Rev. Stat. § 12A:9-315(a)(1). Mainfreight is currently in possession of the BHER Goods. McCrone Dec., ¶ 15. Although Powin transferred title to the BHER Goods to BHER by the Change Order, **Ex. F** at 2, Mainfreight's security interest in the BHER Goods carries on post-transfer uninterrupted, as Mainfreight did not approve the transfer of title. *See* N.J. Rev. Stat. § 12A:9-315(a)(1). Therefore, Mainfreight has perfected its security interest in the BHER

³ To the extent the stay is determined to apply (which it should not), Mainfreight reserves all rights to move to lift the automatic stay.

Goods by possession, retains its security interest notwithstanding the Change Order, and has valid lien rights against the BHER Goods under the Terms & Conditions.⁴

24. Section 541 of the Bankruptcy Code states that “all legal or equitable interests of the debtor in property *as of the commencement of the case*” become estate property upon the filing of a petition for bankruptcy. 11 U.S.C. § 541(a)(1) (emphasis added). Section 362 provides that the filing of a bankruptcy petition “operates as a stay of any act to obtain possession of property of the estate or of property from the estate.” 11 U.S.C. § 362(a)(3) (cleaned up). Thus, “the clear language of the statute dictates that [the automatic stay] stays only proceedings against the debtor or against property of the estate.” *In re Hollister Constr. Servs.*, 617 B.R. at 49. If the title to property passes from the debtor to another party pre-petition, that property will not be included in the estate of the debtor upon filing, and the automatic stay does not apply to that property. *United States v. Pelullo*, 178 F.3d 196, 203 (3d Cir. 1999).

25. Courts in this Circuit have also recognized that maritime liens against cargo for associated debts must be satisfied before non-maritime liens. *In re World Imports Ltd.*, 820 F.3d 576, 592 (3d Cir. 2016); *In re Muma Services, Inc.*, 322 B.R. 541 (Bankr. D. Del. 2005).⁵ In *World*

⁴ The BHER Goods are, at present, located in Virginia. See McCrone Dec. ¶ 16. The Account Form contract is governed by the laws of the Australian state of Victoria. *Ex. C*, § 10.1. The Application is governed by California law. *Ex. B*, § 22. Irrespective of which law governs, the analysis is substantially the same for each. As fellow implementers of the Uniform Commercial Code, Virginia’s and California’s statutes are identical to those of New Jersey. Va. Code §§ 8.9A-313(a), 8.9A-315(a)(1); Cal. Comm. Code §§ 9313(a), 9313(a)(1). While not identical to the U.C.C. provisions, the Australian federal statutes governing secured transactions allow for the creation of a security interest by contract, perfection of a security interest by possession, and enforcement of the attendant contractual rights, including as against third parties. *Personal Property Securities Act 2009* (Cth) ss 18 (creation and enforceability of security interest); 21(2)(b) (perfection of security interest by possession); 20 (enforceability against third parties by holder of security interest in possession of collateral).

⁵ Courts elsewhere, as well as the Supreme Court, have made the same determination. *Accord 9178-6103 Quibec Inc. v. Unitrans-Pra Co.*, No. 09-CV-144(MDG), 2018 WL 5084820 at *9 (E.D.N.Y. Oct. 17, 2018) (collecting cases standing for the proposition that breach of a shipping contract gives rise to a maritime lien); *Hup Aik Huat Trading Pte Ltd. v. 900 Bags of Malabar Garbled End of Front Matter Black Pepper*, 115 F. Supp. 2d 529, 534-35 (D. Md. 2000) (recognizing that a bill of lading is a contract and creates a maritime lien); *Taiwan Int’l Line Ltd. v. Matthew Ship Chartering Ltd.*, 546 F. Supp. 826, 829 (E.D.N.Y. 1982) (holding that maritime liens for the carriage of goods prevail over all non-maritime liens). See also *The Bird of Paradise*, 72 U.S. 545, 554 (1866) (stating that shippers “unquestionably . . . have a lien upon the cargo for the freight, and consequently may retain the goods after the arrival of the ship at the port of destination until the payment is made”).

Imports, the Third Circuit held that the non-vessel operating common carrier's (NVOCC) shipping documents clearly established a maritime lien against the beneficial cargo owner for failure to pay outstanding ocean freight charges and there was no evidence of the lien being waived. *In re World Imports Ltd.*, 820 F.3d at 584. The Third Circuit thus determined the maritime lien was valid and enforceable and entitled the NVOCC to collect past due ocean freight charges by exercising a lien against goods currently in its possession. *See generally id.*

26. Here, Mainfreight may exercise its lien rights against the BHER Goods because the BHER Goods are not part of Powin's bankruptcy estate, nor that of any of the other Debtors. On June 8, 2025, two days before the Petition Date, Powin and BHER agreed that, as to the BHER Goods, "[d]elivery has occurred and title has transferred to" BHER. **Ex. F** at 1-2. Therefore, title to the BHER Goods passed from Powin to BHER before the Petition Date, meaning that the BHER Goods were never property of any bankruptcy estate.

27. Mainfreight holds a maritime lien on the Goods, which gives Mainfreight priority over all other claimants. The Terms and Conditions provide Mainfreight with liens against the Goods for Powin's debts. **Ex. B** at 2, § 15(a); **Ex. C**, § 2.9; McCrone Dec., ¶¶ 5-6. Mainfreight took possession and control of the Goods to ship them from Asia to the United States. McCrone Dec., ¶¶ 9-10. As a result, Mainfreight has a general and specific possessory maritime lien over any and all goods in its possession, including the BHER Goods, pending payment of the \$13.1 million USD owed to it for the transportation and logistics services rendered to the Debtors. **Ex. B** at 2, § 15(a); **Ex. C**, § 2.9; McCrone Dec., ¶¶ 5-6. Mainfreight has not waived its lien. Therefore, under *World Imports*, 820 F.3d at 592, Mainfreight must receive payment on its lien before other claimants.

RESERVATION OF RIGHTS

28. Nothing in this Motion is intended to modify or alter the rights and obligations provided for under the Terms & Conditions, and Mainfreight expressly retains and reserves all rights and defenses that Mainfreight would otherwise have under the Terms & Conditions.

WAIVER OF MEMORANDUM OF LAW

29. Mainfreight requests a waiver of the requirement to file a separate memorandum of law pursuant to Local Rule 9013-1(a)(3) because the legal basis upon which it relies is set forth herein, and the Motion does not raise any novel issues of law.

CONCLUSION

30. For the foregoing reasons, Mainfreight respectfully requests that this Court enter an order confirming that the automatic stay pursuant to 11 U.S.C. § 362 does not apply to certain goods in Mainfreight's possession.

Dated: June 27, 2025

Respectfully submitted,

**BENESCH, FRIEDLANDER,
COPLAN & ARONOFF LLP**

/s/ Kevin M. Capuzzi

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Counsel to Mainfreight Inc.

EXHIBIT A

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY Caption in Compliance with D.N.J. LBR 9004-1(a)	
BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP Kevin M. Capuzzi (NJ No. 173442015) John C. Gentile, Esq. Noelle B. Torrice (NJ No. 79132013) Continental Plaza II 411 Hackensack Ave., 3rd Floor Hackensack, NJ 07601-6323 Telephone: (302) 442-7010 Facsimile: (302) 442-7012 kcapuzzi@beneschlaw.com jgentile@beneschlaw.com ntorrice@beneschlaw.com <i>Counsel to Mainfreight Inc.</i>	
In re: Powin, LLC, <i>et al.</i> , ¹ Debtors.	Chapter 11 Case No. 25-16137 (MBK) Judge: Michael B. Kaplan (Jointly Administered)

**DECLARATION OF JAMES MCCRONE IN SUPPORT OF MAINFREIGHT INC.'S
MOTION TO CONFIRM THAT THE AUTOMATIC STAY PURSUANT TO
11 U.S.C. § 362(A) DOES NOT APPLY TO CERTAIN GOODS IN ITS POSSESSION**

I, James McCrone, hereby declare as follows:

1. I am a Branch Manager for Mainfreight Air and Ocean Pty Ltd (“Mainfreight Air and Ocean”), an affiliate company of Mainfreight, Inc. (together, Mainfreight Air and Ocean; Mainfreight, Inc.; and their affiliates are referred to as “Mainfreight”). In that capacity, I have

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, are: (i) Powin Project LLC [1583], (ii) Powin, LLC [0504], (iii) PEOS Holdings, LLC [5476], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [5241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [2495], (ix) Powin Energy Operating, LLC [6487]. The Debtors’ mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

personal knowledge of the facts set forth herein and, if sworn, could testify competently to the matters affirmed in this declaration.

2. Mainfreight is a global shipping and logistics company that also operates as a non-vessel-operating common carrier.

3. On or about May 17, 2021, Powin, LLC ("Powin") submitted a Business Credit Application (the "Application") to Mainfreight, agreeing to its terms and conditions (the "Application Terms & Conditions").

4. On or about March 29, 2023, Powin signed a Mainfreight Group – Account Opening Form (the "Account Form"), agreeing to its terms and conditions (the "Account Form Terms & Conditions" and, with the Application Terms & Conditions, the "Terms & Conditions").

5. Among other things, Section 15 of the Application Terms and Conditions states that Mainfreight "shall have a general and continuing lien on any and all property [of Powin] coming into [Mainfreight]'s actual or constructive possession or control for any monies owed to [Mainfreight], including but not limited to moneys owing relating to the shipment on which the lien is claimed, a prior shipment(s) and/or both." Section 15 of the Application Terms and Conditions further states that, if Powin does not post "cash or letter of credit at sight" for an undisputed amount due after Mainfreight submits a notice of lien on Powin's property to Powin, Mainfreight "shall have the right to sell such [property] at public or private sale or auction" to satisfy the outstanding amounts due.

6. Similarly, Section 2.9 of the Account Form Terms and Conditions states that Mainfreight "shall have a general lien and a particular lien on all [of Powin's property] in their possession for any and all sums due at any time from [Powin]" and that Mainfreight "shall be

entitled to sell or dispose of such [property] at the expense of [Powin] and apply the proceeds in or towards the payment of such sums . . . if such undisputed outstanding amount remains unpaid.”

7. Between May 2021 and June 2025, Mainfreight had an ongoing business relationship with Powin. As part of that relationship, Mainfreight would, at Powin’s request, coordinate the shipment, transportation, and storage of various goods on Powin’s behalf (the “Services”).

8. Between around April 4, 2025 and April 11, 2025, Powin purchased certain electrical components and power units (together, the “BHER Goods”) from ACE Engineering & Co. Ltd.

9. In April 2025, at Powin’s request, Mainfreight arranged for the shipment of the BHER Goods from the sites of the BHER Goods’ manufacture or storage in Asia to facilities in the United States.

10. On or about May 30, 2025, the BHER Goods arrived in the United States.

11. After the BHER Goods arrived in the United States and cleared customs, Mainfreight took possession and control of the BHER Goods. At the time Mainfreight took possession of the BHER Goods, Powin owed Mainfreight millions of dollars in unpaid freight charges for the Services. As a result, Mainfreight sent a letter to Powin on June 4, 2025, informing Powin that Mainfreight intended to exercise its lien rights, which Mainfreight holds pursuant to the Terms and Conditions contained within the Application and Account Form, if Powin did not pay the amount owed.

12. Upon information and belief, on or about June 8, 2025, Powin transferred title to the BHER Goods to BHER Ravenswood Solar 1, LLC.

13. Powin has failed to pay multiple outstanding invoices for the Services issued between June 2024 and the date hereof. The unpaid balance due from Powin to Mainfreight as of the Petition Date was not less than \$11,068,660.44 USD.

14. As of the date hereof, the unpaid balance due from Powin to Mainfreight is not less than \$13,106,443.46 USD.

15. As of the date hereof, Mainfreight remains in possession and control of the BHER Goods.

16. The BHER Goods are in storage at Mainfreight's facilities at the Port of Norfolk, Virginia.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: June 27, 2025
Perth, Western Australia

By: /s/ James McCrone
James McCrone
Branch Manager for Mainfreight
Air and Ocean Pty Ltd

EXHIBIT B



USA Headquarters
1400 Glenn Curtiss Street
Carson, CA 90746
310-900-1974

Business Credit Application

Return to: CreditApps@mainfreightusa.com

Business Contact Information	Business Legal Name: Powin LLC		
	Other Names/Owner:		
	Business Tax ID Number / Business Number: [REDACTED]		
	Phone Number: 503-598-6659	Fax Number:	
	Registered Company Address: 20550 SW 115th Ave		
	City: Tualatin	State: OR	Zip: 97062
	Expected Monthly Spend:		

Billing Contact Information	Accounts Payable Contact: Sean Campbell		Phone Number: 503-598-6659
	A/P Contact Email Address: accounting@powin.com		
	Preference in communication:	<input checked="" type="checkbox"/> Email	<input type="checkbox"/> Phone
	Billing Address (if different from above):		
	City:	State:	Zip:

Business & Credit Information	Type of Business: <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Other			
	Bank Name: JP Morgan Chase		Bank Address: 888 SW 5th Avenue Suite 1070, Floor 10, Portland, OR 97204	
	Contact: Bryant Villalobos		Phone Number: 503-382-1608	
	Type of Account	Account Number		
	Checking	[REDACTED]		
Savings				
Other				

In consideration of credit extension, the Customer agrees that payments will be made within 15 days from the invoice date. Customer hereby warrants that it has reviewed and agrees to be bound by the Mainfreight, Inc., service terms which are incorporated herein by reference and can be found either on the next page or at https://www.mainfreight.com/getmedia/902f7fa4-c341-4d69-b56e-21d06c0696c6/Terms-and-Conditions-of-Service_23-JUN-2020.pdf

Customer further agrees that a service charge of 1.5% per month shall accrue on all invoices not paid per these terms. This application is for the acceptance of Mainfreight in Los Angeles, California, and will be bound there. Customer hereby authorizes its bank (named above) to release credit information to review by Mainfreight, Inc., with this application.

Certification of credit information, terms and conditions:

Sean Campbell

Sean Campbell

Staff Accountant 5/17/2021

Print Name

Signature

Title

Date

Mainfreight Office Use Only	
Submitted by:	Branch:
Sales Representative:	
Completed by:	ORG:

~~TERMS & CONDITIONS OF SERVICE~~
~~Exhibit B - Credit Application Page 3 of 3~~

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other documents(s) shall govern those services.

1. Definitions.

- (a) "Company" shall mean **MAINFREIGHT, INC.**, its subsidiaries, related companies, agents and/or representatives;
- (b) "Customer" shall mean the person for which the Company is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;
- (c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- (d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";
- (e) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

2. Company as agent.

The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies, or for arranging transportation services, both domestically and internationally, or other logistics services in any capacity other than as carrier.

3. Limitation of Actions.

- (a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within ninety (90) days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.
- (b) All suits against Company must be filed and properly served on Company as follows:
- (i) For claims arising out of ocean transportation, within one (1) year from the date of the loss;
 - (ii) For claims arising out of brokering ground transportation, within two (2) years from the date of loss;
 - (iii) For claims arising out of air transportation, within two (2) years from the date of the loss;
 - (iv) For claims arising out of the preparation and/or submission of an import entry(s), within seventy-five (75) days from the date of liquidation of the entry(s);
 - (v) For any and all other claims, within two (2) years from the date of the loss or damage.

4. No Liability for the Selection or Services of Third Parties and/or Routes.

Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

5. Quotations Not Binding.

Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

6. Reliance on Information Furnished.

- (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs and Border Protection and/or other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customer's behalf;
- (b) In preparing and submitting customs entries, export declarations, applications, security filings, delivery orders, documentation and/or export data to the United States and/or a third party, the Company relies on the correctness and completeness of all documentation, whether in written or electronic format, and Customer shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect or false statement by the Customer or any agent of Customer upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.
- (c) Customer warrants that the description, marks, numbers and quantities of the goods are accurate, complete and comply with all regulations. Customer shall have the exclusive burden to provide verified gross mass (VGM) of Goods as obtained on calibrated and certified equipment. Company shall be entitled to rely on the accuracy of the weight information provided by Customer for all purposes, including compliance with the VGM requirement under the Safety of Life at Sea Convention (SOLAS). Company shall be entitled to tender, counter-sign or endorse such certificates, weight tickets or other weight data provided by Customer as Company's own VGM to subcontractors, including any vessel operator.
- (d) Customer shall not tender hazardous goods absent advance notice and consent of Company and shall in all events be responsible for compliance with all applicable hazardous material regulations.

7. Declaring Higher Value to Third Parties.

Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefor; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

8. Insurance.

Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

9. Disclaimers; Limitation of Liability.

- (a) Except as stated herein, Company makes no express or implied warranties relating to its services;
- (b) Subject to (d) below, Customer agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and the Company shall in no event be liable for the acts of third parties;
- (c) In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).
- (d) Without additional coverage under (c) above, the Company's liability shall be limited to the following:
- (i) where the claim arises from activities other than those relating to customs brokerage, \$50.00 per shipment or transaction, or
 - (ii) where the claim arises from activities relating to "Customs business," \$50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less;

(e) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages.

(f) In no event shall Company be liable or responsible for damages attributable to circumstances of Force Majeure. For purposes of these Terms and Conditions, Force Majeure includes, but is not limited to, natural disasters, acts of the public enemy, assailing thieves, Laws and Regulations, wars or warlike action (whether actual or impending) arrests and other restraints of government (civil or military), blockades, insurrections, riots, epidemics or other severe health crisis and associated containment efforts, landslides, lightning, earthquakes, fires, sabotage, tropical storms and hurricanes, civil disturbances, tidal waves, explosions, confiscation or seizure by any government or other public authority, and any other causes, whether of the kind herein enumerated or otherwise, that are not reasonably within the control of Company and that could not have been overcome by the exercise of ordinary diligence. Company shall notify Customer with reasonable promptness of the existence of any such Force Majeure and the probable duration thereof, and shall provide Customer from time to time with correct information concerning same.

10. Advancing Money.

All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to Customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

11. Indemnification/Hold Harmless.

The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability arising from the importation or exportation of Customer's merchandise and/or any conduct of the Customer, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

12. Inspection Consent.

Company may, but shall not be obligated to, inspect any shipment. Cargo items tendered for transportation may be subject to security controls by carriers and to other government regulations. The customer expressly agrees and consents to searches / inspections / screenings of all cargo in accordance with applicable security controls, initiatives and regulations, including, but not limited to, the regulations of the U.S. Transportation and Security Administration.

13. C.O.D. or Cash Collect Shipments.

Company shall use reasonable care regarding written instructions relating to "Cash/Collect" or "Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.

14. Forfeiture of Discounts and Costs of Collection.

All discounts offered, as indicated on the invoice faces, are forfeited should Customer fail to comply in all respects with payment terms. In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company.

15. General Lien and Right to Sell Customer's Property.

- (a) Company shall have a general and continuing lien on any and all property coming into Company's actual or constructive possession or control for any monies owed to Company, including but not limited to moneys owing relating to the shipment on which the lien is claimed, a prior shipment(s) and/or both.
- (b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.
- (c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

16. No Duty to Maintain Records for Customer.

Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §§1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

17. Obtaining Binding Rulings, Filing Protests, etc.

Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

18. Preparation and Issuance of Bills of Lading.

Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.

19. No Modification or Amendment Unless Written.

These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

20. Compensation of Company.

Customer, shippers, consignees and bill-to parties are jointly and severally liable for the compensation of the Company for its services. The Company's charges may be reversed to the responsible parties if a shipment is refused or payment is not made by the original bill-to party. The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

21. Severability.

In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect.

22. Governing Law; Consent to Jurisdiction and Venue.

These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of California without consideration to principles of conflict of law. All disputes arising hereunder shall be resolved at Los Angeles, California and at no other place. Customer and Company:

- (a) irrevocably consent to the jurisdiction of the State and Federal courts located in the County of Los Angeles, State of California.
- (b) agree that any action relating to the services performed by Company, shall only be brought in said courts;
- (c) consent to the exercise of *in personam* jurisdiction by said courts over it, and
- (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.

EXHIBIT C



Mainfreight Group – Account Opening Form

Mainfreight Distribution Pty Ltd (ABN 85 003 840 319)
Owens Transport Pty Ltd (ABN 64 060 592 529)

Mainfreight Air & Ocean Pty Ltd (ABN 65 007 252 333)
CaroTrans Oceania Pty Ltd (ABN 31 118 822 487)

Business Information:

Registered Legal Name ("Customer")	Powin LLC				
ACN	EIN# 86-2270504	Telephone	503-598-6659	Fax	
ABN	D&B 11-849-6563	Email	logistics@powin.com; accountspayable@powin.com		
Registered Address	Powin LLC				
Trading Name	N/A - Private Equity				

Are Trading and Postal Address the same as Registered Address? Yes ☒ No ☐
If no then please complete below:

Trading Address	20550 SW 115th Ave., Tulatain, OR 97062
Postal Address	

Entity Type: Company ☐ Trust ☐ Sole Trader ☐ Partnership ☐ LLC ☒

Parent Company (if applicable)	Powin Energy Holdings LLC
Business Commencement Date	Powin LLC Registry Date - 04-28-2021
Directors (name, address, phone, DOB)	Geoff Brown, CEO 2035 NW Front Ave, Suite 600 Portland, OR 97209 - Telephone: 503-598-6659

Hire Pallets to be: Transferred ☐ Recovered ☐ Not Required ☒

CHEP Account Number		LOSCAM Account Number	
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Please tick which region (if any) you currently trade with another Mainfreight entity in:

Asia ☐ New Zealand ☐ Europe ☐ Americas ☐ Australia ☐

Conditions:

Customer acknowledges and agrees that:

1. payment terms are C.O.D, unless otherwise agreed or indicated on the Mainfreight Group invoice;
2. services provided by the Mainfreight Group are subject to the standard terms and conditions which are attached to this Account Opening Form;
3. information stated in this Account Opening Form is true and correct and has been relied upon by the Mainfreight Group to determine whether to grant credit and the signatory has full authority to complete this Account Opening Form on behalf of Customer; and
4. they consent to personal information being disclosed to a credit reporting agency for the sole purpose of assessing an application for commercial credit.

Important Term:

Clause 5 of the Mainfreight Group's standard terms and conditions states that risk in Customer's goods remains with Customer and that the Mainfreight Group is not responsible for any loss, detriment or damage suffered by Customer or any other person.

Signature		Position	Chief Operating Officer
Name	Stuart Bolland	Date	29th March 2023

Special people
Special company



AMERICAS



ASIA



AUSTRALIA



EUROPE



NEW ZEALAND

**MAINFREIGHT GROUP (Mainfreight, Owens, Carotrans)
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1 Definitions

Agreement means this contract for the provision of the Services;

Consequential Loss means any incidental or consequential loss which shall include, but not be limited to, loss of revenue, loss of profits, loss of business, interruption to business, loss of opportunity, loss of production, interruption to production or loss of contract regardless of whether Mainfreight was actually, or should have been, aware of the potential for such loss to occur;

Customer means the person or entity for whom any Services are to be performed by Mainfreight under this Agreement;

Dangerous Goods means all Goods which are in the reasonable opinion of Mainfreight, or at law, deemed noxious, dangerous, hazardous, explosive, radioactive, flammable, inflammable, combustible, volatile or by their nature are capable of causing damage or injury to other goods, persons, animals or any other thing in which such Goods are carried or stored including any vessel, vehicle, wagon, van, aircraft or other conveyance;

Goods means the cargo or articles or goods perishable or otherwise (including animals of any description) which Customer or any other person has provided together with any container or any other packaging, pallets or other storage device supplied to Mainfreight;

Heavy Vehicle National Law means the *Heavy Vehicle National Law Act 2012* (Qld) and all regulations made under that Act, as well as the associated State and Territory road transport acts and regulations adopting the *Heavy Vehicle National Law Act 2012* (Qld) and includes any subsequent replacement, modification or amendment to any of these acts and regulations;

Hire Pallets means any pallets which are supplied by CHEP, Loscam or any other hire pallet provider;

Mainfreight means *Mainfreight Distribution Pty Limited* (ABN 85 003 840 319), *Mainfreight Air & Ocean Pty Ltd* (65 007 252 333), *Owens Transport Pty Ltd* (64 060 592 529) and/or *Carotrans Oceania Pty Ltd* (31 118 822 487) (as applicable) carrying on business in its own name or under any other business name and unless the context otherwise requires includes its officers, employees, servants, agents and sub-contractors and their officers, employees, servants, agents and sub-contractors or any other party involved in the provision of the Services (as applicable);

Receiver means the person or entity who the Goods are to be delivered to;

Service Information means any statement, document or other form of communication, whether verbally or in writing, which contains information that may affect Mainfreight's ability to correctly, lawfully or safely perform the Services; and

Services includes, but is not limited to, warehousing, storage, order processing, pick and pack, inventory management, domestic road/rail transport, freight forwarding, customs clearance, regulatory clearance involving communication/submissions with government bodies, transport by air or sea (domestic and international), cartage, packing/unpacking of containers, and any ancillary services associated with any of the foregoing.

2 Provision of Services

- 2.1 This Agreement shall commence upon execution by Customer, or the commencement of the Services, whichever occurs earlier.
- 2.2 Mainfreight is not a "common carrier" and will accept no liability as such. Mainfreight reserves the right to refuse the carriage or transport of goods for any person or entity and the carriage or transport of any class of goods in its absolute discretion.
- 2.3 Mainfreight shall use reasonable endeavours to perform the Services within any timeframes provided or notified to, or requested by, Customer. However, Mainfreight does not guarantee that any Services will be performed within such timeframes.
- 2.4 No marine transit insurance will be obtained by Mainfreight in relation to the Goods while performing the Services. Any such insurance must be taken out by Customer or Receiver at their own cost and expense.
- 2.5 Any person at the delivery location shall be deemed to have the authority to sign the consignment note to accept receipt of the Goods.
- 2.6 Mainfreight relies upon the information stated on the consignment note, or any other document or communication provided to Mainfreight in relation to the Goods, to enable the performance of the Services. Mainfreight does not warrant the accuracy or completeness of any such information and any receipt or signature provided is only an acknowledgement of the Goods being collected or delivered. Mainfreight's signature or acceptance shall not be construed as confirmation of the quality, quantity or condition of the Goods.
- 2.7 Mainfreight may have the Goods carried, stored or otherwise handled by any servant or agent or sub-contractor of Mainfreight or any servant or agent of any sub-contractor or by any other person without Customer's consent and Customer hereby authorises any deviation from the usual route, manner of cartage, method or place of storage of Goods which may in the absolute discretion of Mainfreight be deemed desirable or necessary in the circumstances.
- 2.8 If Customer expressly or impliedly instructs Mainfreight to use or it is expressly or impliedly agreed that Mainfreight will use a particular method of handling or storing the Goods or a particular method of carriage, whether by road, rail, sea or air, Mainfreight will give priority to that method but, if it cannot conveniently be adopted by Mainfreight, Customer hereby authorises Mainfreight to handle, store or to carry or to have the Goods carried by another method or methods. Mainfreight shall be entitled to open any document, wrapping, package or other container in which the Goods are placed or carried, to inspect the Goods to determine their nature, condition or for the purposes of determining their ownership or destination where any consignment note or other identifying document or mark is lost, damaged, destroyed or defaced.
- 2.9 Mainfreight shall have a general lien and a particular lien on all Goods or documents in their possession for any and all sums due at any time from Customer. Mainfreight shall be entitled to sell or dispose of such Goods or documents at the expense of Customer and apply the proceeds in or towards the payment of such sums on 14 days' written notice to Customer if such undisputed outstanding amount remains unpaid.
- 2.10 If Mainfreight is unable to perform their obligations under this Agreement due to events or circumstances which are outside of Mainfreight's reasonable control (**FM Event**), then Mainfreight shall advise Customer as soon as reasonably practicable. Customer may, at their cost and discretion, contract with a third party to enable the Services to continue to be provided. Mainfreight shall provide Customer with access to the Goods (if it is reasonable and safe to do so) and no payment shall be payable in respect of the Services that Mainfreight is unable to provide. Mainfreight shall use all reasonable endeavours to overcome or remove the FM Event as quickly as possible.

3 Fees & Charges

- 3.1 Mainfreight's charges will be as provided or notified to Customer from time to time. Mainfreight shall be entitled to amend the charges, or include any new charge, at any time which will become effective upon notice to Customer (whether verbally or in writing). Any

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quotations are provided on the basis that they are immediately accepted and are subject to the right of withdrawal before acceptance and may be subject to revision after acceptance.

- 3.2 Certain charges are outside of Mainfreight's control and are subject to change (with or without notice) from time to time. Customer acknowledges and agrees that such charges may be passed on in full without prior notice. These charges include, but are not limited to, port infrastructure surcharges, tolls, stevedore fees, fumigation, etc.
- 3.3 Mainfreight's charges shall be deemed fully earned upon commencement of the Services and shall be non-refundable in any event. All charges must be paid in accordance with the payment terms in paragraph 1 on the Account Opening Form, unless otherwise specified by Mainfreight or agreed in writing. Any customs duty or excise charges must be paid prior to delivery of the Goods (where applicable) unless otherwise agreed to by Mainfreight in writing.
- 3.4 Any undisputed outstanding amount that is not paid by the due date will attract interest at the rates laid down, as amended from time to time, under the *Penalty Interest Rates Act 1983* (Vic).
- 3.5 Mainfreight may charge freight by weight, measurement or value and may at any time re-weigh or re-measure or re-value or require the Goods to be re-weighed or re-measured or re-valued and charge proportional additional fees accordingly.
- 3.6 Customer will indemnify Mainfreight against non-payment of any charge or expense incurred by Mainfreight where such charge or expense is to be paid for by another party and such party fails to make payment by the due date.
- 3.7 Customer will be responsible for any proper charge incurred by Mainfreight for any reason. A charge may be made by Mainfreight in respect of any delay in loading or unloading, other than from the default of Mainfreight. Such permissible delay period shall commence upon Mainfreight reporting for loading or unloading. Labour to load or unload Goods shall be the responsibility and expense of Customer or Receiver. Should Receiver not be in attendance during normal trading hours or at the time specified, Mainfreight reserves the right to make a further charge for every call made until final delivery occurs.
- 3.8 If the Goods cannot be delivered, after Mainfreight has made reasonable attempts to do so, then Mainfreight shall be entitled (at their discretion) to immediately maintain possession of the Goods (until Customer advises Mainfreight of an alternative delivery location), immediately return the Goods to Customer or sell or otherwise dispose of the Goods upon 14 days' written notice to Customer. Mainfreight shall be entitled to charge applicable storage fees until the Goods are finally delivered/returned/sold/disposed. All charges made by Mainfreight in relation to the Goods shall continue to be due and payable regardless of whether the Goods are delivered to the Receiver or not.
- 3.9 Notwithstanding clause 3.8, Mainfreight shall be able to dispose of Goods immediately in the case of Goods that pose an apparent or immediate danger to persons or property or Goods which are perishable.
- 3.10 Customer acknowledges and agrees that any claims for incorrect charges, or overcharges, which are not notified to Mainfreight within 90 days from the date of invoice shall not be claimable.
- 3.11 Customer is not entitled to offset any amounts which are owed by Customer to Mainfreight under this Agreement against any amounts which may be due by Mainfreight to Customer.

4 Customer's Obligations

4.1 Customer warrants that:

- (a) they are the owner of the Goods or otherwise have the authority of the owner to consign the Goods upon and subject to this Agreement;
- (b) the Goods comply with the requirement of any applicable law (including, but not limited to, the *Australian Code for the Transport of Dangerous Goods by Road and Rail* and Part 92 of the *Civil Aviation Safety Regulations 1998* (Cth)) relating to the consigning and packaging of the Goods and the expenses and any charges incurred by Mainfreight in complying with the provisions of such law or with any order or requirement thereunder or with the requirement of any harbor, dock, railway, shipping, customs, warehouse or other authority or company shall be paid for by Customer;
- (c) if any of the Goods are subject to the legal control of the Australian Border Force then all customs duty, excise and costs which Mainfreight may become, or actually becomes, liable for in respect of such Goods pursuant to any law relating to customs duty or excise shall be immediately paid for by Customer. This shall also include any fine or penalty imposed on Mainfreight related to such customs duty or excise;
- (d) they have complied with all applicable laws relating to Dangerous Goods by fully describing in writing whether on the consignment note, waybill, bill of lading or separately (and in the latter case has brought the description to the actual attention of Mainfreight) the name and nature of all Dangerous Goods and any additional charges shall be paid for by Customer in relation to such Goods if deemed necessary by Mainfreight;
- (e) they will comply with all applicable laws and regulations applicable to the nature, condition or packaging of the Goods and that the Goods are packed in a manner, having regard to their nature, which is adequate to withstand the ordinary risk of carriage and that Customer has correctly declared the weight and dimensions of the Goods;
- (f) they will, so far as is reasonably practicable, ensure the safety of any Services performed for or on behalf of Customer and that they will meet their obligations under the Heavy Vehicle National Law where Customer acts as a Consignor, Consignee, Loader or Packer of Goods (as those terms are defined in the Heavy Vehicle National Law);
- (g) any containers, packaging or pallets (which contain or comprise the Goods) shall comply with any requirements of the Receiver and any expense incurred by Mainfreight, arising from any failure to conform, shall be borne or reimbursed by Customer;
- (h) any Service Information will be materially accurate and contain no false, incorrect or misleading statements; and
- (i) they will promptly comply with all reasonable requests from Mainfreight for information, in relation to Customer's compliance with the MS Act, or to assist Mainfreight to comply with Mainfreight's obligations under the Act.

5 Liability & Indemnity

- 5.1 The Customer acknowledges and agrees that risk in the Goods shall remain with Customer at all times whilst in the possession, custody or control of Mainfreight and that Mainfreight shall, under no circumstances (except where any statute otherwise requires) be under any liability whatever (whether in contract, tort or otherwise) for any:
 - (a) personal injury or property damage caused or contributed to by;
 - (b) loss or damage to; or

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- (c) mis-delivery, delayed delivery or non-delivery of, the Goods in relation to, or arising out of, the Services whether the foregoing is caused, or alleged to have been caused by, the negligence, wrongful act, breach or default of Mainfreight or by any cause whatever.
- 5.2 Mainfreight shall not be liable for any claim in relation to Consequential Loss which is suffered by Customer, Receiver or any third party whether arising from, or in relation to, the performance of the Services directly or indirectly from any breach of Mainfreight's obligations under this Agreement or from any negligence, misrepresentation or other act or omission or from any other cause whatsoever.
- 5.3 Except where any statute otherwise requires, Customer shall indemnify Mainfreight against any claim, liability, loss, damage, cost or expense, which is incurred or suffered by Mainfreight in relation to, or arising out of, the performance of the Services, to the extent that it is caused or contributed to by:
- (a) the inherent nature or improper packaging of the Goods;
 - (b) the negligent act, omission or wilful default by Customer, any Receiver or any other person or entity acting on behalf of Customer; or
 - (c) Customer's breach of clause 4.1,
- or which is otherwise necessarily incurred by Mainfreight in the proper performance of its obligations under this Agreement.
- 5.4 Without limiting clause 5.3, Customer and Receiver shall be liable for, and indemnify against, any and all liability for goods and services tax levied under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended) and any other goods and services tax, value added tax, consumption tax or tax of similar effect levied which Mainfreight may incur in relation to the Services.
- 5.5 Without limiting clause 2.8, 3.7 or 5.3, Customer indemnifies Mainfreight against all reasonable costs (including mercantile agent fees and solicitor-client legal costs) incurred by Mainfreight from any and all action taken in relation to any debt recovery arising from this Agreement.
- 5.6 Customer acknowledges and agrees that, every servant, sub-contractor or agent of Mainfreight shall have the benefit of all provisions herein as if such provisions were expressly for their benefit. In entering into this contract, Mainfreight, to the extent of those provisions, does so not only on its behalf, but as agent and trustee for such servants, sub-contractors and agents. Notwithstanding the foregoing, should any claim be made against any servants, subcontractors or agents, then Customer will indemnify Mainfreight against all consequences thereof.
- 5.7 If the Goods pose, or are likely to pose, a substantial risk to cause personal injury or property damage then Mainfreight may take any action that is reasonably necessary to reduce or eliminate such risk. This shall include, but not be limited to, destroying, disposing of or abandoning the Goods. Mainfreight shall not be liable for any loss or damage as a result of any action undertaken to reduce or eliminate such risk.
- 5.8 Notwithstanding the provisions hereof, this Agreement shall be read subject to any guarantees, implied terms, conditions or warranties imposed by Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (as amended) or any other Commonwealth or State legislation (**Overriding Legislation**) insofar as such may be applicable and prevents either expressly or impliedly the exclusion or modification of any such guarantee, term, condition or warranty.
- 5.9 Mainfreight's liability as a result of a breach of any Overriding Legislation shall be limited to supplying the Services again or the payment of the cost of supplying the Services again.
- 5.10 Any proceedings against Mainfreight must be commenced in a court of competent jurisdiction within Victoria, and not elsewhere, within nine (9) months from the date of delivery, or intended delivery, of the Goods. Customer shall not be entitled to bring any proceedings against Mainfreight which are not commenced within such time. Any claim in relation to lost or damaged Goods which are the subject of air/sea transportation must be notified to Mainfreight within the timeframes stated in the *Carriage of Goods by Sea Act 1991* (Cth) or *Civil Aviation (Carrier's Liability) Act 1959* (Cth) (as applicable).
- 6 Containers & Demurrage/Detention/Storage Charges
- 6.1 Mainfreight may elect to provide Customer with container/s in order to pack the Goods prior to transportation. Customer must inspect any containers prior to loading the Goods into them and shall be deemed to have accepted the container in good repair and suitable condition should they load the Goods into the container.
- 6.2 Mainfreight shall not be liable for any loss or damage to the Goods which is caused or contributed to by the condition or unsuitability of the container.
- 6.3 Risk in the container shall pass to Customer upon delivery and Customer shall indemnify Mainfreight against any claim which relates to, or arises out of, any loss or damage to the container, or personal injury or property damage (excluding the Goods) which arises from the use or possession of the container, except to the extent that it is caused or contributed to by the negligence of Mainfreight.
- 6.4 Where the Goods are to be transported in containers (whether provided by Mainfreight or not), Customer undertakes that re-delivery of the container shall occur promptly.
- 6.5 Mainfreight must be provided with at least three business days' notice prior to the required collection date of the container. Mainfreight shall use reasonable endeavours to collect/return the container once notified. However, Mainfreight does not guarantee that such service will be completed within the relevant timeframe.
- 6.6 Customer acknowledges and agrees that events outside of Mainfreight's reasonable control may contribute to an inability to collect/return the container within the relevant timeframe. Such events may include, but are not limited to, government agencies undertaking their relevant obligations, insufficient fleet capacity, excessive storage of containers within Mainfreight's (or a third party's) yard, closure of empty container parks and redirections of containers by container parks or shipping lines.
- 6.7 Mainfreight shall not be liable for, and Customer will indemnify Mainfreight against, any detention or demurrage charges which are incurred by the Customer, or any third party, except to the extent that such charge has been caused or contributed to by Mainfreight's negligence.
- 6.8 Where Mainfreight is unable to collect/return a container within the relevant timeframe, Mainfreight may elect to cancel the collection booking, return the container to the Customer or Receiver (at the Customer's cost) or charge storage fees to Customer until the container can be successfully returned. Mainfreight shall be entitled to return the container to the Customer or Receiver, or charge storage fees, regardless of whether the reason for such inability to return the container is due to Customer, Receiver or any other third party.

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STANDARD TERMS & CONDITIONS – NOVEMBER 2021**

7 Heavy Vehicle National Law

- 7.1 Mainfreight is committed to taking all steps, so far as is reasonably practicable, to ensure that any Services are performed safely and in accordance with the Heavy Vehicle National Law.
- 7.2 Mainfreight shall not comply with any direction or instruction provided by Customer or Receiver that might:
- (a) have the effect of contributing to a breach of;
 - (b) prevent Mainfreight from taking all steps that are reasonably necessary to prevent a breach of; or
 - (c) prevent Mainfreight from complying with its obligations under,
- the Heavy Vehicle National Law.
- 7.3 Without limiting any other clause of this Agreement, Mainfreight shall not be liable for any loss or damage whatsoever which may be suffered by another party as a result of any action or inaction undertaken by Mainfreight to ensure compliance with the Heavy Vehicle National Law.
- 7.4 Customer acknowledges and agrees that they have ensured that any relevant party (including the Receiver or any supplier, but excluding Mainfreight) are aware of, and comply with, their obligations under the Heavy Vehicle National Law and that any such party is aware of any load restraint requirements applicable to the transportation of the Goods.

8 Hire Pallets

- 8.1 Customer acknowledges and agrees that, if Hire Pallets are transferred to Mainfreight's account during the provision of the Services, Mainfreight shall be entitled to charge the Customer any fees which Mainfreight may incur from the Hire Pallet provider in relation to Mainfreight's inability to recover that Hire Pallet if:
- (a) the Receiver does not have a Hire Pallet account; or
 - (b) Mainfreight is unable to transfer the Hire Pallet to the Receiver's account; and
 - (c) Mainfreight cannot physically recover an equal number of Hire Pallets from the Receiver at the time of delivery.
- 8.2 Further to clause 8.1, any instruction to Mainfreight to exchange or transfer consigned pallets to Mainfreight's Hire Pallet account is accepted only on the basis that Customer will indemnify Mainfreight against any loss or non-recovery of the consigned pallets howsoever arising. Evidence of the instruction to Mainfreight and any non-recovery shall be as shown on the face of the consignment note which shall be deemed conclusive proof of the instruction and/or non-recovery. A charge may be made by Mainfreight for the cost of hiring, recovery and replacement (if applicable) for all Hire Pallets unless exchange pallets are available at the time of delivery.

9 Dispute Resolution Process

- 9.1 If any dispute arises in connection with this Agreement, the following must be completed prior to the party requiring it to be resolved (**Disputing Party**) commencing proceedings in a court of competent jurisdiction (unless requiring urgent or injunctive relief):
- (a) Disputing Party must promptly give the other party written notice providing sufficient details of the dispute (**Dispute Notice**);
 - (b) within 10 business days of receiving a Dispute Notice, the parties must attempt to resolve the dispute via negotiation;
 - (c) if the parties are unable to resolve the dispute via negotiation (or a party refuses to participate in the process outlined above) then either party (or the compliant party, if a party refuses to participate in the process outlined above) shall be entitled to commence proceedings in a court of competent jurisdiction.

10 Miscellaneous

- 10.1 This Agreement is governed by the laws of Victoria.
- 10.2 Mainfreight shall not be bound by any agreement purporting to vary this Agreement unless such agreement is in writing and signed by an authorised representative of Mainfreight. The parties agree that this Agreement shall prevail over any other terms, conditions, document or statement (whether verbally or in writing) provided by a party (subject to clause 10.3).
- 10.3 Where a document is issued by or on behalf of Mainfreight and bears the title of, or includes the words, "bill of lading" (whether or not negotiable) or sea or air "waybill" and provides that Mainfreight contracts as carrier, the provisions set out in that document shall prevail to the extent of any inconsistency with this Agreement.
- 10.4 When this Agreement applies to or forms part of a bill of lading or an air/sea waybill issued by Mainfreight in its capacity as a contracting party for air/sea transportation, it is agreed that the transportation to the airport/wharf of departure and from the airport/wharf of arrival does not constitute part of the contract of air/sea carriage. As far as Mainfreight takes over the arrangement of performance of such services, this is done under a separate contract which is subject to this Agreement and (to the extent only to which this Agreement does not or cannot exclude or modify the operation of any applicable legislation) to that legislation.
- 10.5 This Agreement shall continue to apply and to be of full force and effect in all circumstances notwithstanding any breach or alleged breach by Mainfreight of this Agreement and in particular (but without limitation of the generality hereof), notwithstanding any departure by Mainfreight from this Agreement whether by way of deviation or otherwise howsoever.
- 10.6 If one or more provisions of this Agreement shall be invalid or unenforceable the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If any provision of this Agreement is found to be invalid or unenforceable, that provision will be severed from this Agreement to the extent that it is invalid or unenforceable.
- 10.7 This Agreement may be subject to change from time to time. Any changes to this Agreement will be effective upon written notice.

Customer acknowledges and agrees that they have read and understand the above terms and conditions and that this Agreement shall be applicable for any Services which are performed by Mainfreight:

Signature: 

Position: Chief Operating Officer

Name: Stuart Bolland

Date: 29th March 2023



Mainfreight Group – Deviations from Standard Terms & Conditions

info for customer:

POWIN ENERGY LLC

**Address: 20550 SW 115th
Ave, Tualatin, OR 97062,
USA**

General:

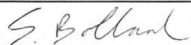
1. Defined terms in this document shall have the same meaning as outlined in Mainfreight's standard terms and conditions unless otherwise specified in this document.
2. This document shall prevail to the extent of any inconsistency with Mainfreight's standard terms and conditions.

Amendments to the T&Cs:

3. In clause 2.9, the number "14" is replaced with "60".
4. In clause 3.1, insert "30 days" before "notice to Customer".
5. In clause 3.8, the number "14" is replaced with "60".
6. Clause 3.9 is hereby deleted.
7. Insert the following at the end of clause 2.7:

Notwithstanding the foregoing, upon the written request of Customer, Mainfreight must provide Customer with any information which is reasonably requested in relation to such subcontractor utilised to perform the Services. Customer shall be entitled to suspend Mainfreight from utilising a particular subcontractor if they do not meet the minimum requirements as outlined in this Agreement.

8. In clause 9.1(b), the number "10" is replaced with "30".

Customer	Powin LLC		
Signature	 Type text here	Position	Chief Operating Officer
Name	Stuart Bolland	Date	29th March 2023



Mainfreight Air and Ocean Pty Ltd ABN 65 007 252 333

Liability info for customer:

POWIN ENERGY LLC

**Address: 20550 SW 115th Ave,
Tualatin, OR 97062, USA**

Liability of Mainfreight:

In the event of loss or damage to the cargo due to the negligence of Mainfreight, the liability of Mainfreight, howsoever arising, shall not exceed the lesser of:

- (i) the value of the goods per any one consignment and/or shipment., or
- (ii) AUD\$300,000 per any one consignment and/or shipment.

Mainfreight shall not be liable for loss or damage howsoever caused (whether or not direct, indirect or consequential) to property other than the Goods themselves and shall not be liable for any pure economic loss or loss of profit (or similar claim), delay or deviation howsoever arising, except to the extent any loss or damage to the cargo caused by Mainfreight's negligence or breach of contract or bailment or wilful act or default of Mainfreight.

International Transport:

Customer needs to be aware that when cargo is travelling by air/sea international conventions apply, these international conventions limit the liability of the carrier.

The most common conventions are the Hague Visby Rules (sea) and Montreal Convention (Air).

The limitations are: -

Hague Visby: The higher of 2 SDR per kilo of the goods lost/damaged, or 666.7 SDR per unit of goods.

Montreal Convention: 22 SDR per kilo of the goods lost/damaged

1 SDR = \$2 AUD approx. so there could be a shortfall between what the carrier is liable for under the conventions and the value of the cargo.

General Note:

We encourage customers, to ensure that they have all risk cargo insurance in place for their goods at all times. There are many circumstances where cargo loss/damage can occur which are not due to the fault of carriers (e.g. acts of god) and are therefore not recoverable from the carriers. Additionally, even where carriers are liable, the process of settling a liability claim can be much more time consuming than settling a cargo insurance claim. For a cargo claim the cargo insurer only needs evidence that the cargo is damaged before they pay out. For a liability claim the liability insurer needs evidence of the damage, as well as evidence that the carrier is liable – this can take some time to confirm. Best process for customer, is to claim under their cargo insurance policy in the first instance, so they receive their money asap, and then let their cargo insurer pursue a recovery claim against Mainfreight.

Customer Authorized Signature:

A handwritten signature in black ink, appearing to read "S. Bolland".

Customer Authorized Name: Stuart Bolland

Title: Chief Operating Officer

Date: 29th March 2023

EXHIBIT D



Mainfreight Air & Ocean Pty Ltd ABN: 65 007 252 333

Adelaide	76-82 Gallipoli Drive, Regency Park	PO Box 2236, Regency Park, SA 5010	08 8300 5555	Melbourne	154 Melrose Drive, Tullamarine	PO Box 146, Tullamarine, VIC 3043	03 9330 6000
Brisbane	Level 3, B2 747 Lytton Road, Murarie	PO Box 581, Cannon Hill, QLD 4170	07 3638 3900	Newcastle	20 Balbu Close, Beresfield	PO Box 3024, Thornton, NSW 2322	02 4014 5152
Fremantle	40 Logistics Boulevard, Kenwick	PO Box 312, Welshpool, WA 6986	08 6254 5301	Sydney	1767 Botany Road, Banksmeadow	PO Box 317, Botany, NSW 1455	02 9384 7900
Gold Coast	2 Habana Street, Helensvale	PO Box 581, Cannon Hill, QLD 4170	07 5514 5650	Townsville	696 Ingham Road, Mount Louisa	PO Box 7686, Garbutt, QLD 4815	07 4760 6004



STATEMENT OF ACCOUNT

Page 1 of 11

POWIN LLC
ATTENTION: BRENDAN ROCHE
2035 NW FRONT AVE STE 600
PORTLAND OR 97209
UNITED STATES

ACCOUNT	POWINPDX
CURRENCY	USD
PRINTED	16-Jun-25 14:33
STANDARD TERMS	Multiple – As per Invoice
DISBURS. TERMS	Cash on Delivery
ITEMS LISTED TO	16-Jun-25

TRANSACTION	DATE	DESCRIPTION	DUE DATE	INV.AMT	BALANCE	TOTAL
REC 01054773	27-Jun-24	OSTT 157118 HSBC BANK USA NATIONAL ASSOCIATION		-404,923.54	-50.00	-50.00
CRD 00406545	16-Jan-25	HOUSE: 770729267227 JOB: B01058252/B LOG-2024-2844	15-Feb-25	-257.24	-257.24	-307.24
INV 03905722	04-Feb-25	JOB: S04681673/BC WAREHOUSE, STORAGE, WARATAH	06-Mar-25	26,206.01	26,206.01	25,898.77
INV 03906306	05-Feb-25	HOUSE: QDPHX5003911 JOB: S05003911	07-Mar-25	2,504.05	2,504.05	28,402.82
INV 03907278	06-Feb-25	HOUSE: QDIAH4954204 JOB: S04954204/A	08-Mar-25	143.75	143.75	28,546.57
INV 03908230	07-Feb-25	HOUSE: QDIAH4954205 JOB: S04954205/A	09-Mar-25	195.50	195.50	28,742.07
INV 03909020	10-Feb-25	HOUSE: FRBNE5000490 JOB: S05000490/B Transport, Arrow, to, site	12-Mar-25	5,331.92	5,331.92	34,073.99
INV 03909139	10-Feb-25	HOUSE: QDLAS5003137 JOB: S05003137 PO16505	12-Mar-25	1,977.65	1,977.65	36,051.64
INV 03909543	10-Feb-25	HOUSE: QDPDX4934651 JOB: S04934651 PO14501	12-Mar-25	3,998.45	3,998.45	40,050.09
INV 03909956	11-Feb-25	HOUSE: QD4979808 JOB: S04979808 PO15196	13-Mar-25	15,967.60	15,967.60	56,017.69
INV 03909965	11-Feb-25	HOUSE: USABD4977990 JOB: S04977990 LOG-2024-2670	13-Mar-25	1,120.89	1,120.89	57,138.58
INV 03910273	11-Feb-25	HOUSE: PHGBG5008227 JOB: S05008227 LOG-2025-0109, IF5561	13-Mar-25	997.45	997.45	58,136.03
INV 03910844	12-Feb-25	HOUSE: QDSYD4965295 JOB: S04965295/B	14-Mar-25	692.84	692.84	58,828.87
INV 03911606	13-Feb-25	HOUSE: MNHAN5017937 JOB: S05017937 LOG-2025-0221	15-Mar-25	1,224.14	1,224.14	60,053.01
INV 03913088	14-Feb-25	HOUSE: SHSYD4978665 JOB: S04978665 PO15636	16-Mar-25	12,438.24	12,438.24	72,491.25
INV 03913485	14-Feb-25	HOUSE: QD5000127 JOB: S05000127 PO15196	16-Mar-25	29,401.60	29,401.60	101,892.85
INV 03913498	14-Feb-25	JOB: S05023843 ASCO, Warehouse, Overhill, UK, Aberdeen	16-Mar-25	44,450.12	44,450.12	146,342.97
INV 03914355	17-Feb-25	HOUSE: QDLAX4910605 JOB: S04910605 PO14182/14185	19-Mar-25	1,450.75	1,450.75	147,793.72
INV 03914680	18-Feb-25	HOUSE: MNATM5019011 JOB: S05019011	20-Mar-25	1,036.00	1,036.00	148,829.72
INV 03917620	21-Feb-25	JOB: S04681673/BD WAREHOUSE, STORAGE, WARATAH	23-Mar-25	1,389.61	1,389.61	150,219.33
INV 03917951	21-Feb-25	HOUSE: PHSYD5011273 JOB: S05011273/A LOG-2025-0100, TO2427, IF5556	23-Mar-25	300.52	300.52	150,519.85
INV 03918254	24-Feb-25	HOUSE: PHGBG5008227 JOB: S05008227/A LOG-2025-0109, IF5561	26-Mar-25	12.96	12.96	150,532.81
INV 03918260	24-Feb-25	HOUSE: GBIVI5023732 JOB:	26-Mar-25	104.48	104.48	150,637.29



Mainfreight Air & Ocean Pty Ltd ABN: 65 007 252 333

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Brisbane	Level 3, B2 747 Lytton Road, Murarie	PO Box 581, Cannon Hill, QLD 4170	07 3638 3900	Newcastle	20 Balbu Close, Beresfield	PO Box 3024, Thornton, NSW 2322	02 4014 5152
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STATEMENT OF ACCOUNT

Page 2 of 11

POWIN LLC
ATTENTION: BRENDAN ROCHE
2035 NW FRONT AVE STE 600
PORTLAND OR 97209
UNITED STATES

ACCOUNT	POWINPDX
CURRENCY	USD
PRINTED	16-Jun-25 14:33
STANDARD TERMS	Multiple – As per Invoice
DISBURS. TERMS	Cash on Delivery
ITEMS LISTED TO	16-Jun-25

TRANSACTION	DATE	DESCRIPTION	DUE DATE	INV.AMT	BALANCE	TOTAL
		S05023732 113505				
INV 03918278	24-Feb-25	JOB: S05023843/A ASCO, Warehouse, Overhill, UK, Aberdeen	26-Mar-25	44,450.12	44,450.12	195,087.41
INV 03918487	24-Feb-25	JOB: S04892819/F WAREHOUSE, STORAGE, ULINDA, PARK	26-Mar-25	15,638.85	15,638.85	210,726.26
INV 03919464	25-Feb-25	HOUSE: PH4970711 JOB: S04970711 LOG-2024-2107	27-Mar-25	2,869.05	2,869.05	213,595.31
INV 03919826	25-Feb-25	HOUSE: 4110321651 JOB: B01071167 CI-LOG-2025-0211., QPHX065567	27-Mar-25	436.25	436.25	214,031.56
INV 03920140	26-Feb-25	HOUSE: QD5001673 JOB: S05001673 PO15196	28-Mar-25	28,117.60	28,117.60	242,149.16
INV 03920294	26-Feb-25	HOUSE: PHBNE5021568 JOB: S05021568 IF5654, REQ12854, P.AKE0010	28-Mar-25	5,104.05	5,104.05	247,253.21
INV 03920659	26-Feb-25	HOUSE: QDPDX5020289 JOB: S05020289 202502103640	28-Mar-25	1,209.60	1,209.60	248,462.81
INV 03921771	28-Feb-25	HOUSE: 65T0066104 JOB: B01070208 PO13564 INVENTORY TRANSFER	30-Mar-25	2,434.91	2,434.91	250,897.72
INV 03924140	04-Mar-25	HOUSE: XMSYD4855095 JOB: S04855095/F PO11523	03-Apr-25	6,528.99	6,528.99	257,426.71
INV 03924237	04-Mar-25	HOUSE: TWTW5035900 JOB: S05035900/C Taiwan, Warehouse, Storage	03-Apr-25	3,788.20	3,788.20	261,214.91
INV 03924240	04-Mar-25	HOUSE: TWTW5035900 JOB: S05035900/E Taiwan, Warehouse, Storage	03-Apr-25	9,160.00	9,160.00	270,374.91
INV 03924440	04-Mar-25	HOUSE: QDLAX4952890 JOB: S04952890 PO-14985-2	03-Apr-25	96,658.98	96,658.98	367,033.89
INV 03924745	05-Mar-25	JOB: S05023843/B ASCO, Warehouse, Overhill, UK, Aberdeen	04-Apr-25	44,450.12	44,450.12	411,484.01
INV 03924858	05-Mar-25	HOUSE: SHSYD5001577 JOB: S05001577/C PO#15662/2025POWINPDX1001	04-Apr-25	809.91	809.91	412,293.92
INV 03925478	06-Mar-25	HOUSE: 77162359134 JOB: S05040970	05-Apr-25	607.39	607.39	412,901.31
INV 03925962	06-Mar-25	HOUSE: 4110321651 JOB: B01071167/A CI-LOG-2025-0211., QPHX065567	05-Apr-25	82.44	82.44	412,983.75
INV 03926902	07-Mar-25	HOUSE: QD4973323 JOB: S04973323 PO15515	06-Apr-25	6,436.56	6,436.56	419,420.31
INV 03926903	07-Mar-25	HOUSE: 772349668033 JOB: B01074543 PO-17088	06-Apr-25	112.61	112.61	419,532.92
INV 03927543	10-Mar-25	HOUSE: PHBNE5040866 JOB: S05040866	09-Apr-25	712.33	712.33	420,245.25



Mainfreight Air & Ocean Pty Ltd ABN: 65 007 252 333

Adelaide	76-82 Gallipoli Drive, Regency Park	PO Box 2236, Regency Park, SA 5010	08 8300 5555	Melbourne	154 Melrose Drive, Tullamarine	PO Box 146, Tullamarine, VIC 3043	03 9330 6000
Brisbane	Level 3, B2 747 Lytton Road, Murarie	PO Box 581, Cannon Hill, QLD 4170	07 3638 3900	Newcastle	20 Balbu Close, Beresfield	PO Box 3024, Thornton, NSW 2322	02 4014 5152
Fremantle	40 Logistics Boulevard, Kenwick	PO Box 312, Welshpool, WA 6986	08 6254 5301	Sydney	1767 Botany Road, Banksmeadow	PO Box 317, Botany, NSW 1455	02 9384 7900
Gold Coast	2 Habana Street, Helensvale	PO Box 581, Cannon Hill, QLD 4170	07 5514 5650	Townsville	696 Ingham Road, Mount Louisa	PO Box 7686, Garbutt, QLD 4815	07 4760 6004



STATEMENT OF ACCOUNT

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POWIN LLC
ATTENTION: BRENDAN ROCHE
2035 NW FRONT AVE STE 600
PORTLAND OR 97209
UNITED STATES

ACCOUNT	POWINPDX
CURRENCY	USD
PRINTED	16-Jun-25 14:33
STANDARD TERMS	Multiple – As per Invoice
DISBURS. TERMS	Cash on Delivery
ITEMS LISTED TO	16-Jun-25

TRANSACTION	DATE	DESCRIPTION	DUE DATE	INV.AMT	BALANCE	TOTAL
INV 03927884	11-Mar-25	HOUSE: PHLIS4979238 JOB: S04979238/A REQ10918, LOG-2024-2763	10-Apr-25	6,876.14	6,876.14	427,121.39
INV 03928274	11-Mar-25	HOUSE: 772485295791 JOB: B01075495 QCPEPO16152	10-Apr-25	230.50	230.50	427,351.89
INV 03928579	12-Mar-25	HOUSE: QDLGB4982940 JOB: S04982940 PO14991	11-Apr-25	34,956.68	34,956.68	462,308.57
INV 03930355	14-Mar-25	HOUSE: QDSYD4846084 JOB: S04846084/F PO12080	13-Apr-25	7,190.21	7,190.21	469,498.78
INV 03930366	14-Mar-25	HOUSE: XMSYD4834289 JOB: S04834289/H PO:, 11523	13-Apr-25	3,595.11	3,595.11	473,093.89
INV 03930372	14-Mar-25	HOUSE: QDSYD4813233 JOB: S04813233/G PO12080	13-Apr-25	7,190.21	7,190.21	480,284.10
INV 03930540	14-Mar-25	HOUSE: QDSYD5003172 JOB: S05003172	13-Apr-25	19,661.48	19,661.48	499,945.58
INV 03931024	14-Mar-25	HOUSE: PHBNE5040866 JOB: S05040866/A	13-Apr-25	931.15	931.15	500,876.73
INV 03931602	17-Mar-25	HOUSE: PHSYD5042998 JOB: S05042998/A	16-Apr-25	2,233.73	2,233.73	503,110.46
INV 03931603	17-Mar-25	HOUSE: PHSYD5042998 JOB: S05042998/C	16-Apr-25	2,066.70	2,066.70	505,177.16
INV 03932027	17-Mar-25	JOB: S04681673/BG WAREHOUSE, STORAGE, WARATAH	16-Apr-25	23,628.11	23,628.11	528,805.27
INV 03932626	18-Mar-25	HOUSE: QDLAX5034415 JOB: S05034415 13355, 15331, 15372	17-Apr-25	1,966.25	1,966.25	530,771.52
INV 03932632	18-Mar-25	HOUSE: QDCS2409029 JOB: B01036359/D 799410552963	17-Apr-25	395.62	395.62	531,167.14
INV 03932664	18-Mar-25	HOUSE: QDCS2501020 JOB: B01064268/B PO14472 14473 12174 PO 14472 14473	17-Apr-25	2,057.94	2,057.94	533,225.08
INV 03932800	18-Mar-25	HOUSE: FRBNE5000490 JOB: S05000490/E Transport, Arrow, to, site	17-Apr-25	1,059.09	1,059.09	534,284.17
INV 03932956	18-Mar-25	HOUSE: 776401648046 JOB: B01004377/C .	17-Apr-25	120.76	120.76	534,404.93
INV 03932962	18-Mar-25	HOUSE: AUSYD5032369 JOB: S05032369/D 114698	17-Apr-25	766.81	766.81	535,171.74
INV 03932969	18-Mar-25	JOB: S04681673/BJ WAREHOUSE, STORAGE, WARATAH	17-Apr-25	963.67	963.67	536,135.41
INV 03934292	20-Mar-25	HOUSE: XMCS2502029 JOB: B01076683/D 4345-25	19-Apr-25	58,779.07	58,779.07	594,914.48
INV 03934792	20-Mar-25	HOUSE: PHBNE4963586 JOB: S04963586 LOG-2024-2108	19-Apr-25	11,611.44	11,611.44	606,525.92
INV 03935527	21-Mar-25	HOUSE: QDCS2409029 JOB: B01036359/E 799410552963	20-Apr-25	1,235.20	1,235.20	607,761.12
INV 03935859	23-Mar-25	HOUSE: MNATM5019011 JOB: S05019011/A	22-Apr-25	1,562.00	1,562.00	609,323.12



Mainfreight Air & Ocean Pty Ltd ABN: 65 007 252 333

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STATEMENT OF ACCOUNT

Page 4 of 11

POWIN LLC
ATTENTION: BRENDAN ROCHE
2035 NW FRONT AVE STE 600
PORTLAND OR 97209
UNITED STATES

ACCOUNT	POWINPDX
CURRENCY	USD
PRINTED	16-Jun-25 14:33
STANDARD TERMS	Multiple – As per Invoice
DISBURS. TERMS	Cash on Delivery
ITEMS LISTED TO	16-Jun-25

TRANSACTION	DATE	DESCRIPTION	DUE DATE	INV.AMT	BALANCE	TOTAL
INV 03936218	24-Mar-25	HOUSE: QDLAX4941283 JOB: S04941283 PO14985	23-Apr-25	87,579.70	87,579.70	696,902.82
INV 03936260	24-Mar-25	HOUSE: FROPO4995311 JOB: S04995311/B	23-Apr-25	1,508.55	1,508.55	698,411.37
INV 03936275	24-Mar-25	HOUSE: FROPO4995311 JOB: S04995311/C	23-Apr-25	340.30	340.30	698,751.67
INV 03937227	25-Mar-25	HOUSE: 4110322491 JOB: S05053894 LOG-2025-0150	24-Apr-25	264.62	264.62	699,016.29
INV 03938310	26-Mar-25	HOUSE: INLHR5053882 JOB: S05053882 LOG-2025-0407	25-Apr-25	1,392.75	1,392.75	700,409.04
INV 03939154	27-Mar-25	HOUSE: TWHOU5043846 JOB: S05043846/B	26-Apr-25	69,450.00	69,450.00	769,859.04
INV 03939285	27-Mar-25	HOUSE: QDSYD5021335 JOB: S05021335/A PO15629	26-Apr-25	522.39	522.39	770,381.43
INV 03939298	27-Mar-25	HOUSE: QDSYD5023567 JOB: S05023567 PO-15641	26-Apr-25	1,296.41	1,296.41	771,677.84
INV 03940210	28-Mar-25	HOUSE: TWTW5035900 JOB: S05035900/F Taiwan, Warehouse, Storage	27-Apr-25	9,646.58	9,646.58	781,324.42
INV 03945763	07-Apr-25	HOUSE: TWHOU5043847 JOB: S05043847	07-May-25	66,860.00	66,860.00	848,184.42
INV 03946150	08-Apr-25	HOUSE: QDLIS5033191 JOB: S05033191	08-May-25	6,097.96	6,097.96	854,282.38
INV 03946402	08-Apr-25	HOUSE: QDLAX4964170 JOB: S04964170	08-May-25	5,437.71	5,437.71	859,720.09
INV 03946759	09-Apr-25	JOB: S05023843/C ASCO, Warehouse, Overhill, UK, Aberdeen	09-May-25	44,450.12	44,450.12	904,170.21
INV 03946786	09-Apr-25	HOUSE: QDLAX4936836 JOB: S04936836/B PO14984	09-May-25	19,970.84	19,970.84	924,141.05
INV 03946794	09-Apr-25	HOUSE: QDLAX4936823 JOB: S04936823 PO14983	09-May-25	20,100.84	20,100.84	944,241.89
INV 03947146	09-Apr-25	HOUSE: INLIS5055030 JOB: S05055030	09-May-25	1,973.18	1,973.18	946,215.07
INV 03947200	09-Apr-25	HOUSE: PHLIS5040741 JOB: S05040741	09-May-25	1,273.85	1,273.85	947,488.92
INV 03947539	09-Apr-25	HOUSE: PHBNE5047000 JOB: S05047000	09-May-25	1,890.45	1,890.45	949,379.37
INV 03947555	09-Apr-25	HOUSE: PHBNE5045789 JOB: S05045789	09-May-25	1,404.41	1,404.41	950,783.78
INV 03947566	09-Apr-25	HOUSE: 4110322651 JOB: B01078938 LOG-2025-0429	09-May-25	805.37	805.37	951,589.15
CRD 00414170	10-Apr-25	HOUSE: PHBNE5045789 JOB: S05045789/A	10-May-25	-125.00	-125.00	951,464.15
INV 03947784	10-Apr-25	HOUSE: QDBNE5051191 JOB: S05051191	10-May-25	675.72	675.72	952,139.87
INV 03947831	10-Apr-25	HOUSE: INLIS5021058 JOB:	10-May-25	1,517.81	1,517.81	953,657.68



Mainfreight Air & Ocean Pty Ltd ABN: 65 007 252 333

Adelaide	76-82 Gallipoli Drive, Regency Park	PO Box 2236, Regency Park, SA 5010	08 8300 5555	Melbourne	154 Melrose Drive, Tullamarine	PO Box 146, Tullamarine, VIC 3043	03 9330 6000
Brisbane	Level 3, B2 747 Lytton Road, Murarrie	PO Box 581, Cannon Hill, QLD 4170	07 3638 3900	Newcastle	20 Balbu Close, Beresfield	PO Box 3024, Thornton, NSW 2322	02 4014 5152
Fremantle	40 Logistics Boulevard, Kenwick	PO Box 312, Welshpool, WA 6986	08 6254 5301	Sydney	1767 Botany Road, Banksmeadow	PO Box 317, Botany, NSW 1455	02 9384 7900
Gold Coast	2 Habana Street, Helensvale	PO Box 581, Cannon Hill, QLD 4170	07 5514 5650	Townsville	696 Ingham Road, Mount Louisa	PO Box 7686, Garbutt, QLD 4815	07 4760 6004



STATEMENT OF ACCOUNT

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POWIN LLC
ATTENTION: BRENDAN ROCHE
2035 NW FRONT AVE STE 600
PORTLAND OR 97209
UNITED STATES

ACCOUNT	POWINPDX
CURRENCY	USD
PRINTED	16-Jun-25 14:33
STANDARD TERMS	Multiple – As per Invoice
DISBURS. TERMS	Cash on Delivery
ITEMS LISTED TO	16-Jun-25

TRANSACTION	DATE	DESCRIPTION	DUE DATE	INV.AMT	BALANCE	TOTAL
		S05021058 LOG-2025-0065, PO16652				
INV 03948975	11-Apr-25	HOUSE: TWHOU5060029 JOB: S05060029	11-May-25	9,815.00	9,815.00	963,472.68
INV 03950323	14-Apr-25	HOUSE: TWHOU5050968 JOB: S05050968	14-May-25	36,965.00	36,965.00	1,000,437.68
INV 03951108	15-Apr-25	HOUSE: SHSYD5064408 JOB: S05064408 RFQ, 17475	15-May-25	974.82	974.82	1,001,412.50
INV 03951649	16-Apr-25	HOUSE: QDLAX5059894 JOB: S05059894	16-May-25	3,908.91	3,908.91	1,005,321.41
INV 03952623	17-Apr-25	HOUSE: DETROIT LAYDOWN YARD JOB: S05077101 Detroit, Laydown, -, Trenton, Channel	17-May-25	4,650.00	4,650.00	1,009,971.41
INV 03952676	17-Apr-25	HOUSE: DETROIT LAYDOWN YARD JOB: S05077101/A Detroit, Laydown, -, Trenton, Channel	17-May-25	7,500.00	7,500.00	1,017,471.41
INV 03952770	17-Apr-25	HOUSE: QDMAN5064481 JOB: S05064481	30-May-25	910.09	910.09	1,018,381.50
INV 03953069	17-Apr-25	HOUSE: PH5012572 JOB: S05012572/C LOG-2025-0063, PO15672	30-May-25	6,428.47	6,428.47	1,024,809.97
INV 03953090	17-Apr-25	HOUSE: QDPHX5067935 JOB: S05067935	30-May-25	1,646.60	1,646.60	1,026,456.57
INV 03953227	17-Apr-25	HOUSE: SHSYD5064408 JOB: S05064408/A RFQ, 17475	30-May-25	441.47	441.47	1,026,898.04
INV 03953802	22-Apr-25	HOUSE: 4110319380 JOB: B01053609/D IF5259, IF5258, IF5257 / IF5257, IF5258, IF5259	30-May-25	105.20	105.20	1,027,003.24
INV 03954423	23-Apr-25	HOUSE: PHLIS5072923 JOB: S05072923	30-May-25	1,138.75	1,138.75	1,028,141.99
INV 03955144	23-Apr-25	HOUSE: SYPDX5070224 JOB: S05070224/D AIRX003976	30-May-25	2,387.24	2,387.24	1,030,529.23
INV 03955205	23-Apr-25	HOUSE: QDSYD5067608 JOB: S05067608	30-May-25	2,530.99	2,530.99	1,033,060.22
INV 03955226	23-Apr-25	HOUSE: VNSAN5034316 JOB: S05034316/B TRENTON, CHANNEL, 66xCS	30-May-25	24,071.26	24,071.26	1,057,131.48
INV 03955682	24-Apr-25	HOUSE: 880368557588 JOB: B01082982 AKE0010	30-May-25	113.11	113.11	1,057,244.59
INV 03955760	24-Apr-25	HOUSE: VNORF5052650 JOB: S05052650/D RAVENSWOOD	30-May-25	48,918.24	48,918.24	1,106,162.83
INV 03955975	24-Apr-25	HOUSE: VNSAN5034316 JOB: S05034316/C TRENTON, CHANNEL, 66xCS	30-Apr-25	882,845.69	882,845.69	1,989,008.52
INV 03956033	24-Apr-25	HOUSE: VNORF5052650 JOB: S05052650/E RAVENSWOOD	23-May-25	2,051,549.62	2,051,549.62	4,040,558.14



Mainfreight Air & Ocean Pty Ltd ABN: 65 007 252 333

Adelaide	76-82 Gallipoli Drive, Regency Park	PO Box 2236, Regency Park, SA 5010	08 8300 5555	Melbourne	154 Melrose Drive, Tullamarine	PO Box 146, Tullamarine, VIC 3043	03 9330 6000
Brisbane	Level 3, B2 747 Lytton Road, Murarie	PO Box 581, Cannon Hill, QLD 4170	07 3638 3900	Newcastle	20 Balbu Close, Beresfield	PO Box 3024, Thornton, NSW 2322	02 4014 5152
Fremantle	40 Logistics Boulevard, Kenwick	PO Box 312, Welshpool, WA 6986	08 6254 5301	Sydney	1767 Botany Road, Banksmeadow	PO Box 317, Botany, NSW 1455	02 9384 7900
Gold Coast	2 Habana Street, Helensvale	PO Box 581, Cannon Hill, QLD 4170	07 5514 5650	Townsville	696 Ingham Road, Mount Louisa	PO Box 7686, Garbutt, QLD 4815	07 4760 6004



STATEMENT OF ACCOUNT

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POWIN LLC
ATTENTION: BRENDAN ROCHE
2035 NW FRONT AVE STE 600
PORTLAND OR 97209
UNITED STATES

ACCOUNT	POWINPDX
CURRENCY	USD
PRINTED	16-Jun-25 14:33
STANDARD TERMS	Multiple – As per Invoice
DISBURS. TERMS	Cash on Delivery
ITEMS LISTED TO	16-Jun-25

TRANSACTION	DATE	DESCRIPTION	DUE DATE	INV.AMT	BALANCE	TOTAL
INV 03956331	25-Apr-25	HOUSE: PH5012572 JOB: S05012572/E LOG-2025-0063, PO15672	30-May-25	355.00	355.00	4,040,913.14
INV 03956848	28-Apr-25	JOB: S05057343	30-May-25	63,595.00	63,595.00	4,104,508.14
INV 03957637	29-Apr-25	JOB: S04681673/BK WAREHOUSE, STORAGE, WARATAH	30-May-25	144.43	144.43	4,104,652.57
INV 03957766	29-Apr-25	HOUSE: CNSAN4969356 JOB: S04969356/H SOLAR, STAR	30-May-25	766,431.04	766,431.04	4,871,083.61
INV 03958062	29-Apr-25	HOUSE: PHBNE5070673 JOB: S05070673	30-May-25	3,328.63	3,328.63	4,874,412.24
INV 03958136	29-Apr-25	HOUSE: TWTW5035900 JOB: S05035900/G Taiwan, Warehouse, Storage	30-May-25	12,169.64	12,169.64	4,886,581.88
INV 03958858	30-Apr-25	HOUSE: FRNTL5053757 JOB: S05053757	30-May-25	20,728.19	20,728.19	4,907,310.07
INV 03958960	30-Apr-25	HOUSE: FRNTL5053757 JOB: S05053757/A	30-May-25	193.51	193.51	4,907,503.58
INV 03959515	01-May-25	HOUSE: FRNTL5053757 JOB: S05053757/B	30-Jun-25	793.40	793.40	4,908,296.98
INV 03959612	01-May-25	HOUSE: FRNTL5053757 JOB: S05053757/C	30-Jun-25	81.29	81.29	4,908,378.27
INV 03959615	01-May-25	HOUSE: FRNTL5053757 JOB: S05053757/D	30-Jun-25	1,304.75	1,304.75	4,909,683.02
INV 03959621	01-May-25	HOUSE: FRNTL5053757 JOB: S05053757/E	30-Jun-25	1,304.75	1,304.75	4,910,987.77
INV 03959704	01-May-25	HOUSE: QDSYD5003172 JOB: S05003172/A	30-Jun-25	10,254.36	10,254.36	4,921,242.13
INV 03959833	01-May-25	HOUSE: QDSYD4810817 JOB: S04810817/D PO-12174/12352	30-Jun-25	78.00	78.00	4,921,320.13
INV 03959869	01-May-25	HOUSE: QDSYD4895378 JOB: S04895378/B PO14427/14512	30-Jun-25	125.00	125.00	4,921,445.13
INV 03959970	01-May-25	JOB: S04681673/BL WAREHOUSE, STORAGE, WARATAH	30-Jun-25	26,710.10	26,710.10	4,948,155.23
INV 03959971	01-May-25	HOUSE: VNSAN5034316 JOB: S05034316/I TRENTON, CHANNEL, 66xCS	30-Jun-25	42,458.33	42,458.33	4,990,613.56
INV 03960238	01-May-25	HOUSE: PHPER5061282 JOB: S05061282/A	30-Jun-25	1,932.09	1,932.09	4,992,545.65
INV 03960511	02-May-25	HOUSE: FRNTL5053757 JOB: S05053757/F	30-Jun-25	307.82	307.82	4,992,853.47
INV 03961913	05-May-25	HOUSE: SHBNE5074836 JOB: S05074836 Purchase, Order, #PO-17604	30-Jun-25	873.47	873.47	4,993,726.94
INV 03962597	06-May-25	HOUSE: PHMEL5088101 JOB: S05088101/B	30-Jun-25	846.00	846.00	4,994,572.94
INV 03962611	06-May-25	JOB: S05023843/D ASCO,	30-Jun-25	44,450.12	44,450.12	5,039,023.06



Mainfreight Air & Ocean Pty Ltd ABN: 65 007 252 333

Adelaide	76-82 Gallipoli Drive, Regency Park	PO Box 2236, Regency Park, SA 5010	08 8300 5555	Melbourne	154 Melrose Drive, Tullamarine	PO Box 146, Tullamarine, VIC 3043	03 9330 6000
Brisbane	Level 3, B2 747 Lytton Road, Murarrie	PO Box 581, Cannon Hill, QLD 4170	07 3638 3900	Newcastle	20 Balbu Close, Beresfield	PO Box 3024, Thornton, NSW 2322	02 4014 5152
Fremantle	40 Logistics Boulevard, Kenwick	PO Box 312, Welshpool, WA 6986	08 6254 5301	Sydney	1767 Botany Road, Banksmeadow	PO Box 317, Botany, NSW 1455	02 9384 7900
Gold Coast	2 Habana Street, Helensvale	PO Box 581, Cannon Hill, QLD 4170	07 5514 5650	Townsville	696 Ingham Road, Mount Louisa	PO Box 7686, Garbutt, QLD 4815	07 4760 6004



STATEMENT OF ACCOUNT

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POWIN LLC
ATTENTION: BRENDAN ROCHE
2035 NW FRONT AVE STE 600
PORTLAND OR 97209
UNITED STATES

ACCOUNT	POWINPDX
CURRENCY	USD
PRINTED	16-Jun-25 14:33
STANDARD TERMS	Multiple – As per Invoice
DISBURS. TERMS	Cash on Delivery
ITEMS LISTED TO	16-Jun-25

TRANSACTION	DATE	DESCRIPTION	DUE DATE	INV.AMT	BALANCE	TOTAL
		Warehouse, Overhill, UK, Aberdeen				
INV 03962677	06-May-25	HOUSE: PHPER5061282 JOB: S05061282/B	30-Jun-25	104.64	104.64	5,039,127.70
INV 03962843	06-May-25	HOUSE: PHPER5061282 JOB: S05061282/C	30-Jun-25	19.08	19.08	5,039,146.78
INV 03962878	06-May-25	HOUSE: DETROIT LAYDOWN YARD JOB: S05077101/B Detroit, Laydown, -, Trenton, Channel	30-Jun-25	4,650.00	4,650.00	5,043,796.78
INV 03962958	06-May-25	HOUSE: INTPA5018987 JOB: S05018305 15840	30-Jun-25	2,290.55	2,290.55	5,046,087.33
INV 03963125	06-May-25	HOUSE: XMCS2502029 JOB: B01076683/E 4345-25	30-Jun-25	7,430.69	7,430.69	5,053,518.02
INV 03963147	06-May-25	HOUSE: FRBNE5069914 JOB: S05069914/A KDNR, 6400470, KA250479916, SN105555	30-Jun-25	996.47	996.47	5,054,514.49
INV 03963442	07-May-25	HOUSE: USABD4977990 JOB: S04977990/A LOG-2024-2670	30-Jun-25	1,284.07	1,284.07	5,055,798.56
INV 03963467	07-May-25	HOUSE: PH4970711 JOB: S04970711/A LOG-2024-2107	30-Jun-25	2,640.93	2,640.93	5,058,439.49
INV 03963567	07-May-25	HOUSE: FRNTL5053757 JOB: S05053757/I	30-Jun-25	95.00	95.00	5,058,534.49
INV 03963588	07-May-25	HOUSE: FRNTL5053757 JOB: S05053757/J	30-Jun-25	145.00	145.00	5,058,679.49
INV 03963598	07-May-25	HOUSE: PHABZ5051699 JOB: S05051699	30-Jun-25	1,812.34	1,812.34	5,060,491.83
INV 03963618	07-May-25	HOUSE: FRNTL5053757 JOB: S05053757/K	30-Jun-25	1,195.00	1,195.00	5,061,686.83
INV 03963649	07-May-25	HOUSE: PHABZ5065119 JOB: S05065119	30-Jun-25	1,884.40	1,884.40	5,063,571.23
INV 03963664	07-May-25	HOUSE: PHABZ5075556 JOB: S05075556	30-Jun-25	881.74	881.74	5,064,452.97
INV 03963670	07-May-25	HOUSE: PH5074396 JOB: S05074396	30-Jun-25	1,726.10	1,726.10	5,066,179.07
INV 03963677	07-May-25	HOUSE: PHLIS5072923 JOB: S05072923/A	30-Jun-25	787.93	787.93	5,066,967.00
INV 03963869	07-May-25	HOUSE: FRNTL5053757 JOB: S05053757/L	30-Jun-25	1,010.00	1,010.00	5,067,977.00
INV 03964148	08-May-25	HOUSE: PHABZ5065119 JOB: S05065119/A	30-Jun-25	41.06	41.06	5,068,018.06
INV 03964161	08-May-25	HOUSE: PH5074396 JOB: S05074396/A	30-Jun-25	436.28	436.28	5,068,454.34
INV 03964524	08-May-25	HOUSE: MNATM5019011 JOB: S05019011/B	30-Jun-25	1,830.19	1,830.19	5,070,284.53
INV 03964534	08-May-25	HOUSE: MNATM5019011 JOB: S05019011/C	30-Jun-25	6,792.00	6,792.00	5,077,076.53
INV 03965178	09-May-25	HOUSE: FRBNE5069914 JOB: S05069914/C KDNR, 6400470,	30-Jun-25	550.39	550.39	5,077,626.92



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Adelaide	76-82 Gallipoli Drive, Regency Park	PO Box 2236, Regency Park, SA 5010	08 8300 5555	Melbourne	154 Melrose Drive, Tullamarine	PO Box 146, Tullamarine, VIC 3043	03 9330 6000
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STATEMENT OF ACCOUNT

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POWIN LLC
ATTENTION: BRENDAN ROCHE
2035 NW FRONT AVE STE 600
PORTLAND OR 97209
UNITED STATES

ACCOUNT	POWINPDX
CURRENCY	USD
PRINTED	16-Jun-25 14:33
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DISBURS. TERMS	Cash on Delivery
ITEMS LISTED TO	16-Jun-25

TRANSACTION	DATE	DESCRIPTION	DUE DATE	INV.AMT	BALANCE	TOTAL
		KA250479916, SN105555				
INV 03965185	09-May-25	HOUSE: SHBNE5074836 JOB: S05074836/C Purchase, Order, #PO-17604	30-Jun-25	435.94	435.94	5,078,062.86
INV 03966173	12-May-25	HOUSE: INLAX5032331 JOB: S05030078 15863, 0924	30-Jun-25	7,053.12	7,053.12	5,085,115.98
INV 03966207	12-May-25	HOUSE: INTPA5028629 JOB: S05028629 P-0923	30-Jun-25	7,053.12	7,053.12	5,092,169.10
INV 03966299	12-May-25	HOUSE: FRNTL5053757 JOB: S05053757/M	30-Jun-25	1,305.66	1,305.66	5,093,474.76
INV 03966331	12-May-25	HOUSE: VNSAN5034316 JOB: S05034316/J TRENTON, CHANNEL, 66xCS	30-Jun-25	77,802.96	77,802.96	5,171,277.72
INV 03966346	12-May-25	HOUSE: FRNTL5053757 JOB: S05053757/N	30-Jun-25	165.00	165.00	5,171,442.72
INV 03966625	12-May-25	HOUSE: QDSYD4813233 JOB: S04813233/H PO12080	30-Jun-25	7,369.16	7,369.16	5,178,811.88
INV 03966635	12-May-25	HOUSE: QDSYD4813233 JOB: S04813233/I PO12080	30-Jun-25	8,419.25	8,419.25	5,187,231.13
INV 03966644	12-May-25	HOUSE: XMSYD4834289 JOB: S04834289/I PO:, 11523	30-Jun-25	3,684.59	3,684.59	5,190,915.72
INV 03966647	12-May-25	HOUSE: XMSYD4834289 JOB: S04834289/J PO:, 11523	30-Jun-25	4,209.64	4,209.64	5,195,125.36
INV 03966658	12-May-25	HOUSE: QDSYD4846084 JOB: S04846084/H PO12080	30-Jun-25	8,419.25	8,419.25	5,203,544.61
INV 03966666	12-May-25	HOUSE: QDSYD4846084 JOB: S04846084/J PO12080	30-Jun-25	7,369.16	7,369.16	5,210,913.77
INV 03966673	12-May-25	HOUSE: XMSYD4855095 JOB: S04855095/G PO11523	30-Jun-25	7,369.16	7,369.16	5,218,282.93
INV 03966676	12-May-25	HOUSE: XMSYD4855095 JOB: S04855095/H PO11523	30-Jun-25	8,419.25	8,419.25	5,226,702.18
INV 03968931	15-May-25	HOUSE: DETROIT LAYDOWN YARD JOB: S05077101/C Detroit, Laydown, -, Trenton, Channel	30-Jun-25	1,500.00	1,500.00	5,228,202.18
INV 03970949	19-May-25	HOUSE: FRNTL5053757 JOB: S05053757/O	30-Jun-25	26,138.78	26,138.78	5,254,340.96
INV 03971613	19-May-25	HOUSE: CNSAN5102262 JOB: S05102262 TRENTON, US, FLAG	26-May-25	1,050,000.00	1,050,000.00	6,304,340.96
INV 03971910	20-May-25	HOUSE: TWHOU5043847 JOB: S05043847/B	30-Jun-25	1,040.00	1,040.00	6,305,380.96
INV 03972434	20-May-25	HOUSE: FRBNE5000490 JOB: S05000490/F Transport, Arrow, to, site	30-Jun-25	3,295.85	3,295.85	6,308,676.81
INV 03972483	20-May-25	HOUSE: FRNTL5053757 JOB: S05053757/P	30-Jun-25	2,034.34	2,034.34	6,310,711.15
INV 03972517	20-May-25	HOUSE: FRBNE5000490 JOB: S05000490/G Transport, Arrow, to,	30-Jun-25	5,355.21	5,355.21	6,316,066.36



Mainfreight Air & Ocean Pty Ltd ABN: 65 007 252 333

Adelaide	76-82 Gallipoli Drive, Regency Park	PO Box 2236, Regency Park, SA 5010	08 8300 5555	Melbourne	154 Melrose Drive, Tullamarine	PO Box 146, Tullamarine, VIC 3043	03 9330 6000
Brisbane	Level 3, B2 747 Lytton Road, Murarie	PO Box 581, Cannon Hill, QLD 4170	07 3638 3900	Newcastle	20 Balbu Close, Beresfield	PO Box 3024, Thornton, NSW 2322	02 4014 5152
Fremantle	40 Logistics Boulevard, Kenwick	PO Box 312, Welshpool, WA 6986	08 6254 5301	Sydney	1767 Botany Road, Banksmeadow	PO Box 317, Botany, NSW 1455	02 9384 7900
Gold Coast	2 Habana Street, Helensvale	PO Box 581, Cannon Hill, QLD 4170	07 5514 5650	Townsville	696 Ingham Road, Mount Louisa	PO Box 7686, Garbutt, QLD 4815	07 4760 6004



STATEMENT OF ACCOUNT

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POWIN LLC
ATTENTION: BRENDAN ROCHE
2035 NW FRONT AVE STE 600
PORTLAND OR 97209
UNITED STATES

ACCOUNT	POWINPDX
CURRENCY	USD
PRINTED	16-Jun-25 14:33
STANDARD TERMS	Multiple – As per Invoice
DISBURS. TERMS	Cash on Delivery
ITEMS LISTED TO	16-Jun-25

TRANSACTION	DATE	DESCRIPTION	DUE DATE	INV.AMT	BALANCE	TOTAL
		site				
INV 03973253	21-May-25	HOUSE: PHMEL5096094 JOB: S05096094/B	30-Jun-25	1,398.09	1,398.09	6,317,464.45
INV 03973803	22-May-25	HOUSE: TWHOU5050968 JOB: S05050968/B	30-Jun-25	685.00	685.00	6,318,149.45
CRD 00417802	22-May-25	HOUSE: PHBNE4963586 JOB: S04963586/A LOG-2024-2108	30-Jun-25	-1,064.24	-1,064.24	6,317,085.21
INV 03974134	22-May-25	HOUSE: QDLAX5068716 JOB: S05068716 15676, 15814B16057B16575	30-Jun-25	1,586.20	1,586.20	6,318,671.41
INV 03974965	23-May-25	HOUSE: TWHOU5060029 JOB: S05060029/B	30-Jun-25	476.00	476.00	6,319,147.41
INV 03975035	23-May-25	HOUSE: QDSYD5096776 JOB: S05096776 LOG-2025-0719	30-Jun-25	839.15	839.15	6,319,986.56
INV 03975408	23-May-25	HOUSE: FRNTL5053757 JOB: S05053757/Q	30-Jun-25	301.17	301.17	6,320,287.73
INV 03975519	23-May-25	HOUSE: INABZ5095925 JOB: S05095925	30-Jun-25	1,256.09	1,256.09	6,321,543.82
INV 03976278	26-May-25	HOUSE: FRBNE5000490 JOB: S05000490/J Transport, Arrow, to, site	30-Jun-25	12,003.00	12,003.00	6,333,546.82
INV 03977276	27-May-25	HOUSE: FRNTL5053757 JOB: S05053757/R	30-Jun-25	19,342.87	19,342.87	6,352,889.69
INV 03977298	27-May-25	HOUSE: FRNTL5053757 JOB: S05053757/S	30-Jun-25	53,963.24	53,963.24	6,406,852.93
INV 03977306	27-May-25	HOUSE: FRNTL5053757 JOB: S05053757/T	30-Jun-25	34,732.70	34,732.70	6,441,585.63
INV 03977319	27-May-25	HOUSE: FRNTL5053757 JOB: S05053757/U	30-Jun-25	5,741.48	5,741.48	6,447,327.11
INV 03977359	27-May-25	HOUSE: TWTW5035900 JOB: S05035900/H Taiwan, Warehouse, Storage	30-Jun-25	11,291.00	11,291.00	6,458,618.11
INV 03977389	27-May-25	HOUSE: FRNTL5053757 JOB: S05053757/X	30-Jun-25	24,106.49	24,106.49	6,482,724.60
INV 03977912	28-May-25	HOUSE: FRBNE5000490 JOB: S05000490/K Transport, Arrow, to, site	30-Jun-25	1,683.85	1,683.85	6,484,408.45
INV 03979086	29-May-25	HOUSE: VNORF5052650 JOB: S05052650/J RAVENSWOOD	30-Jun-25	197,366.87	197,366.87	6,681,775.32
INV 03979236	29-May-25	HOUSE: VNSAN5034316 JOB: S05034316/Q TRENTON, CHANNEL, 66xCS	30-Jun-25	192,500.00	192,500.00	6,874,275.32
INV 03981520	03-Jun-25	JOB: S05023843/E ASCO, Warehouse, Overhill, UK, Aberdeen	30-Jul-25	44,450.12	44,450.12	6,918,725.44
INV 03982664	04-Jun-25	HOUSE: CNSAN5102262 JOB: S05102262/A TRENTON, US, FLAG	04-Jun-25	4,133,533.23	4,133,533.23	11,052,258.67
INV 03983205	05-Jun-25	HOUSE: FRNTL5053757 JOB: S05053757/Y	05-Jun-25	7,357.07	7,357.07	11,059,615.74



Mainfreight Air & Ocean Pty Ltd ABN: 65 007 252 333

Adelaide	76-82 Gallipoli Drive, Regency Park	PO Box 2236, Regency Park, SA 5010	08 8300 5555	Melbourne	154 Melrose Drive, Tullamarine	PO Box 146, Tullamarine, VIC 3043	03 9330 6000
Brisbane	Level 3, B2 747 Lytton Road, Murarie	PO Box 581, Cannon Hill, QLD 4170	07 3638 3900	Newcastle	20 Balbu Close, Beresfield	PO Box 3024, Thornton, NSW 2322	02 4014 5152
Fremantle	40 Logistics Boulevard, Kenwick	PO Box 312, Welshpool, WA 6986	08 6254 5301	Sydney	1767 Botany Road, Banksmeadow	PO Box 317, Botany, NSW 1455	02 9384 7900
Gold Coast	2 Habana Street, Helensvale	PO Box 581, Cannon Hill, QLD 4170	07 5514 5650	Townsville	696 Ingham Road, Mount Louisa	PO Box 7686, Garbutt, QLD 4815	07 4760 6004



STATEMENT OF ACCOUNT

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POWIN LLC
ATTENTION: BRENDAN ROCHE
2035 NW FRONT AVE STE 600
PORTLAND OR 97209
UNITED STATES

ACCOUNT	POWINPDX
CURRENCY	USD
PRINTED	16-Jun-25 14:33
STANDARD TERMS	Multiple – As per Invoice
DISBURS. TERMS	Cash on Delivery
ITEMS LISTED TO	16-Jun-25

TRANSACTION	DATE	DESCRIPTION	DUE DATE	INV.AMT	BALANCE	TOTAL
INV 03983244	05-Jun-25	HOUSE: FRNTL5053757 JOB: S05053757/Z	05-Jun-25	1,657.95	1,657.95	11,061,273.69
INV 03983605	05-Jun-25	HOUSE: FRNTL5053757 JOB: S05053757/AA	05-Jun-25	570.00	570.00	11,061,843.69
INV 03985946	10-Jun-25	HOUSE: PHLIS5040741 JOB: S05040741/A	10-Jun-25	2,836.40	2,836.40	11,064,680.09
INV 03985950	10-Jun-25	HOUSE: INTPA5028629 JOB: S05028629/A P-0923	10-Jun-25	180.00	180.00	11,064,860.09
INV 03985953	10-Jun-25	HOUSE: PHX5091144 JOB: S05091144	10-Jun-25	2,760.35	2,760.35	11,067,620.44
INV 03985957	10-Jun-25	HOUSE: TWYOU5043846 JOB: S05043846/C	10-Jun-25	1,040.00	1,040.00	11,068,660.44
INV 03986464	11-Jun-25	HOUSE: FRBNE5000490 JOB: S05000490/L Transport, Arrow, to, site	11-Jun-25	788.26	788.26	11,069,448.70
INV 03986667	11-Jun-25	HOUSE: FRNTL5053757 JOB: S05053757/AB	11-Jun-25	6,861.11	6,861.11	11,076,309.81
INV 03986672	11-Jun-25	HOUSE: FRNTL5053757 JOB: S05053757/AC	11-Jun-25	1,665.65	1,665.65	11,077,975.46
INV 03987011	12-Jun-25	HOUSE: SHSYD5067919 JOB: S05067919/E PO16134	12-Jun-25	988.15	988.15	11,078,963.61
INV 03987469	12-Jun-25	JOB: S05023843/F ASCO, Warehouse, Overhill, UK, Aberdeen	12-Jun-25	44,450.12	44,450.12	11,123,413.73
INV 03987470	12-Jun-25	JOB: S05023843/G ASCO, Warehouse, Overhill, UK, Aberdeen	12-Jun-25	44,450.12	44,450.12	11,167,863.85
INV 03988208	13-Jun-25	HOUSE: FRNTL5053757 JOB: S05053757/AD	13-Jun-25	145.00	145.00	11,168,008.85
INV 03988386	13-Jun-25	HOUSE: INMZJ5052727 JOB: S05044467 15863	13-Jun-25	3,677.82	3,677.82	11,171,686.67
INV 03988422	13-Jun-25	HOUSE: INLIS5102487 JOB: S05102487	13-Jun-25	1,197.97	1,197.97	11,172,884.64
INV 03989079	16-Jun-25	HOUSE: TWYOU5050968 JOB: S05050968/C	16-Jun-25	145.00	145.00	11,173,029.64
INV 03989525	16-Jun-25	HOUSE: TWTW5035900 JOB: S05035900/I Taiwan, Warehouse, Storage	16-Jun-25	13,449.20	13,449.20	11,186,478.84
INV 03989528	16-Jun-25	HOUSE: FRORF5119686 JOB: S05119686/D RAVENSWOOD, LAYDOWN	16-Jun-25	3,450.00	3,450.00	11,189,928.84
INV 03989533	16-Jun-25	HOUSE: DETROIT LAYDOWN YARD JOB: S05077101/D Detroit, Laydown, -, Trenton, Channel	16-Jun-25	10,650.00	10,650.00	11,200,578.84
INV 03989566	16-Jun-25	HOUSE: FRNTL5053757 JOB: S05053757/AE	16-Jun-25	20,192.28	20,192.28	11,220,771.12
INV 03989573	16-Jun-25	HOUSE: FRNTL5053757 JOB: S05053757/AF	16-Jun-25	4,969.08	4,969.08	11,225,740.20
INV 03989578	16-Jun-25	HOUSE: TWYOU5060029 JOB:	16-Jun-25	21,665.40	21,665.40	11,247,405.60



Mainfreight Air & Ocean Pty Ltd ABN: 65 007 252 333

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Fremantle	40 Logistics Boulevard, Kenwick	PO Box 312, Welshpool, WA 6986	08 6254 5301	Sydney	1767 Botany Road, Banksmeadow	PO Box 317, Botany, NSW 1455	02 9384 7900
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STATEMENT OF ACCOUNT

Page 11 of 11

POWIN LLC
ATTENTION: BRENDAN ROCHE
2035 NW FRONT AVE STE 600
PORTLAND OR 97209
UNITED STATES

ACCOUNT	POWINPDX
CURRENCY	USD
PRINTED	16-Jun-25 14:33
STANDARD TERMS	Multiple – As per Invoice
DISBURS. TERMS	Cash on Delivery
ITEMS LISTED TO	16-Jun-25

TRANSACTION	DATE	DESCRIPTION	DUE DATE	INV.AMT	BALANCE	TOTAL
		S05060029/C				
INV 03989598	16-Jun-25	HOUSE: TWHOU5050968 JOB:	16-Jun-25	40,224.00	40,224.00	11,287,629.60
		S05050968/D				
INV 03989619	16-Jun-25	HOUSE: INMZJ5052727 JOB:	16-Jun-25	4,600.00	4,600.00	11,292,229.60
		S05044467/A 15863				
INV 03989652	16-Jun-25	HOUSE: VNORF5052650 JOB:	16-Jun-25	395,196.00	395,196.00	11,687,425.60
		S05052650/M RAVENSWOOD				
INV 03989659	16-Jun-25	HOUSE: VNSAN5034316 JOB:	16-Jun-25	41,530.00	41,530.00	11,728,955.60
		S05034316/R TRENTON, CHANNEL,				
		66xCS				
INV 03989695	16-Jun-25	HOUSE: CNSAN5102262 JOB:	16-Jun-25	1,050,000.00	1,050,000.00	12,778,955.60
		S05102262/B TRENTON, US, FLAG				

Overdue at statement date: 10,211,712.78 USD

Total Unallocated Receipts: -50.00 USD

Please make payment for all items marked as due for payment. All transactions are subject to the company's standard trading conditions (copies available on request). Should your account with us exceed our agreed payment terms we will commence charging interest on monies overdue.
To prevent cybercrime don't act on any email requests to change our bank account. Phone us to advise of any requests.
We are not responsible for any loss arising from cyber crimes.

TOTAL USD 12,778,955.60

Transfer Funds To:

Address:

MAINFREIGHT INTERNATIONAL
PO BOX 312
WELSHPOOL WA 6986
AUSTRALIA

Pay Ref POWINPDX

Amt Due USD12,778,955.60

EXHIBIT E



Mainfreight Distribution Pty Ltd
107 Gateway Blvd | Epping | VIC 3076
Tel +61 3 8405 5800
PO Box 316 | Somerton BC | VIC 3061
ABN 85 003 840 319

4th June 2025
POWIN LLC
20550 SW 115th AV
TULATAIN, OR 97062
USA

Subject: Notice of Lien for Unpaid Services

Dear Kevin Paprzycki & Powin Executive,

This letter serves as a formal notice that MAINFREIGHT is exercising our right of lien against the property located at various address' globally under Mainfreight control Globally due to unpaid services amounting to but not limited to **USD11,824,863.67**.

Despite previous requests for payment, the outstanding balance remains unpaid.

Please remit payment within 14 days of receipt of this notice, to avoid any further legal action.

For any questions or to discuss payment arrangements, please contact me at
+ 61 414 724 311 or grant.draper@mainfreight.com.

OR James McCrone - Branch Manager WA/Projects.
+61 431 101 377 or james.mccrone@mainfreight.com .

Sincerely,

Grant Draper

Grant Draper
General Manager
Mainfreight Air & Ocean – Australia

EXHIBIT F

Change Order

Change Order #: 2
Date: June 8, 2025
Powin Project #: BHE0030 Ravenswood 1

Defined terms have the meaning given to them under the Energy Supply Agreement dated July 12, 2024 (the “Contract”), by and between Powin, LLC (“Supplier”), and BHER Ravenswood Solar 1, LLC (“Buyer”).

WHEREAS, certain Energy Segments were imported into the United States on or around May 30, 2025, and are currently in the Port of Norfolk, Virginia;

WHEREAS, certain ancillary equipment necessary for the installation and Commissioning of the Energy Segments is in storage in Mesa, Arizona;

WHEREAS, the Energy Segments and the ancillary equipment (as set out on Exhibit A, “Imported Equipment”),

;

NOW THEREFORE, the undersigned agree to the following changes to the Contract.

With the exception of the changes specifically described in this document, the Contract is not otherwise amended, nor does it change any other terms or conditions in the Contract. The below adjustment to the Contract Price will constitute the full and complete settlement for the changes, unless otherwise provided in the detailed description below.

Description of the Contract changes:

3. Delivery; Title.

With respect to the Imported Equipment, the Delivery Location for the Imported Equipment is amended to be the current location where the Imported Equipment is being stored by Mainfreight, which identified in Exhibit A. The Parties agree that, notwithstanding any other provision of the Agreement and solely with respect to the Imported Equipment, Delivery has occurred and title has transferred to Buyer pursuant to Section 11(b) as of the execution of this Change Order.

EXECUTION OF THIS CHANGE ORDER BY BOTH PARTIES CONSTITUTES A BINDING AGREEMENT. EXCEPT AS SPECIFICALLY MODIFIED HEREIN, ALL THE TERMS AND CONDITIONS OF THE CONTRACT, AS AMENDED, REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, Buyer and Supplier have executed this Change Order as of the date first above written.

BUYER

BHER Ravenswood Solar 1, LLC

By: 

Name: Alicia Knapp

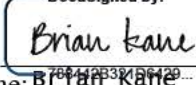
Title: President

Date: June 8, 2025

SUPPLIER

POWIN, LLC

DocuSigned by:

By: 

Name: Brian Kane

Title: Chief Projects Officer

Date: 6/8/2025

Exhibit A

Imported Equipment and Delivery Location

Description	Serial Number or Manufacturer Part Number	Delivery Location
Powin Centipede Stack 800 Energy Segment	3I1102025010000106	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010000206	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010000306	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010000406	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010000506	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010000606	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010000706	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010000806	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010000906	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010001006	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010001106	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010001206	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010001306	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010001406	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010001506	Port of Norfolk
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Powin Centipede Stack 800 Energy Segment	3I1102025010001806	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010001906	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010002006	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010002106	Port of Norfolk
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Powin Centipede Stack 800 Energy Segment	3I1102025010002306	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010002406	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010002506	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010002606	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010002706	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010002806	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010002906	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010003006	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010003106	Port of Norfolk
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Powin Centipede Stack 800 Energy Segment	3I1102025010003806	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010003906	Port of Norfolk
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Powin Centipede Stack 800 Energy Segment	3I1102025010004806	Port of Norfolk
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Powin Centipede Stack 800 Energy Segment	3I1102025010007706	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010007806	Port of Norfolk
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Powin Centipede Stack 800 Energy Segment	3I1102025010008106	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010008206	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010008306	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010008406	Port of Norfolk
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Powin Centipede Stack 800 Energy Segment	3I1102025010009406	Port of Norfolk
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Powin Centipede Stack 800 Energy Segment	3I1102025010009606	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010009706	Port of Norfolk

Powin Centipede Stack 800 Energy Segment	3I1102025010009806	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010009906	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010010006	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010010106	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010010206	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010010306	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010010406	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010010506	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010010606	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010010706	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010010806	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010010906	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010011006	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010011106	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010011206	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010011306	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010011406	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010011506	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010011606	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010011706	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010011806	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010011906	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010012006	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010012106	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010012206	Port of Norfolk

Powin Centipede Stack 800 Energy Segment	3I1102025010012306	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010012406	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010012506	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010012606	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010012706	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010012806	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010012906	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010013006	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010013106	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010013206	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010013306	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010013406	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010013506	Port of Norfolk
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Powin Centipede Stack 800 Energy Segment	3I1102025010014006	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010014106	Port of Norfolk
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Powin Centipede Stack 800 Energy Segment	3I1102025010014606	Port of Norfolk
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Powin Centipede Stack 800 Energy Segment	3I1102025010014806	Port of Norfolk
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Powin Centipede Stack 800 Energy Segment	3I1102025010015506	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010015606	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010015706	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010015806	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010015906	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010016006	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010016106	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010016206	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010016306	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010016406	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010016506	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010016606	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010016706	Port of Norfolk
Powin Centipede Stack 800 Energy Segment	3I1102025010016806	Port of Norfolk
Economy server cabinet 42U	RB-DC4242	Mesa, Arizona
70"Vertical Basic PDU with Shielded Cord	1587H12A1	Mesa, Arizona
Mounting screws and cage nuts	cagkit1032-50	Mesa, Arizona
5U Adjustable Depth Rackmount Din Rail Panel	RCB1118BK15	Mesa, Arizona

APC Smart-UPS SRT 2200VA RM 120V Network Card (72V battery)	SRT2200RMXLA	Mesa, Arizona
APC Smart-UPS SRT 72V 2.2kVA RM Battery Pack	SRT72RMBP	Mesa, Arizona
Power cord NEMA 5-15P 10ft	17513 10 B1	Mesa, Arizona
EMS computer (Large system)	R550	Mesa, Arizona
HMI computer/display	R250	Mesa, Arizona
Dell Analog KVM Switch DAV2108	A7546776	Mesa, Arizona
Dell USB Server Interface Module	A7547276	Mesa, Arizona
Dell 1U KVM Mounting Bracket	A7485911	Mesa, Arizona
Dell 18.5 in 1U Rackmount LED KMM Console	A7546778	Mesa, Arizona
Router - EDR-G9010-VPN- 2MGSFP-HV-T (x8 Tx, x2 SFP, 120/240Vac power)	EDR-G9010-VPN-2MGSFP- HV-T	Mesa, Arizona
DIN Rail Ethernet Switch - EDS-G4012-4GC-HV-T (120/240Vac power input)	EDS-G4012-4GC-HV-T	Mesa, Arizona

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1(a)	
BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP Kevin M. Capuzzi (NJ No. 173442015) John C. Gentile, Esq. Noelle B. Torrice (NJ No. 79132013) Continental Plaza II 411 Hackensack Ave., 3rd Floor Hackensack, NJ 07601-6323 Telephone: (302) 442-7010 Facsimile: (302) 442-7012 kcapuzzi@beneschlaw.com jgentile@beneschlaw.com ntorrice@beneschlaw.com <i>Counsel to Mainfreight Inc.</i>	
In re: Powin, LLC, <i>et al.</i> , ¹ Debtors.	Chapter 11 Case No. 25-16137 (MBK) Judge: Michael B. Kaplan (Jointly Administered)

**[PROPOSED] ORDER GRANTING MAINFREIGHT, INC.'S MOTION
TO CONFIRM THAT THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362(A)
DOES NOT APPLY TO CERTAIN GOODS IN ITS POSSESSION**

The relief set forth on the following pages, numbered two (2) through three (3), is
ORDERED.

DATED: _____, 2025

Honorable Michael B. Kaplan
United States Bankruptcy Judge

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: (i) Powin Project LLC [1583], (ii) Powin, LLC [0504], (iii) PEOS Holdings, LLC [5476], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [5241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [2495], (ix) Powin Energy Operating, LLC [6487]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

Upon the motion (the “Motion”)² of Mainfreight to confirm that the automatic stay under 11 U.S.C. § 362(a) does not apply to the Goods; and this Court having jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334 and *Standing Order of Reference 12-1* from the United States District Court for the District of New Jersey, dated as of September 18, 2012; and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b); and venue being proper in this district under 28 U.S.C. §§ 1408 and 1409; and due and sufficient notice of the Motion having been given; and no other or further notice being necessary; and the Court having considered the Motion and any objections or responses thereto; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED that

1. The Motion is **GRANTED** as set forth herein.
2. The automatic stay imposed under section 362(a) of the Bankruptcy Code does not apply to the Goods.
3. Mainfreight may take all actions permitted under the Terms and Conditions, including, but not limited to, sale of the Goods.
4. Nothing in this Order modifies the Application, Account Form, or the Terms and Conditions, including, but not limited to, the enforcement provisions therein. All parties reserve their rights under the Application, the Account Form, and Terms and Conditions.
5. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or is otherwise waived.

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Motion.

6. Under the circumstances of this Chapter 11 Case, notice of the Motion is adequate under Bankruptcy Rule 6004(a), or Bankruptcy Rule 6004(a) does not apply to the relief sought by the Motion.

7. Notwithstanding the provisions of Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

8. This Order controls over all contrary provisions, if any, under any automatic stay or previous order entered by this, or any other, Court.

9. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

CERTIFICATE OF SERVICE

I, Kevin M. Capuzzi, Esq., hereby certify that *Mainfreight, Inc.'s Motion to Confirm that the Automatic Stay Pursuant to 11 U.S.C. § 362(a) Does Not Apply to Certain Goods in Its Possession* was filed and served on June 27, 2025 via CM/ECF on all parties registered to receive notice in this case.

/s/ Kevin M. Capuzzi
Kevin M. Capuzzi