

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Counsel for Lu Pacific Properties, LLC

In Re:

Powin, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-16137 (MBK)

(Jointly Administered)

NOTICE OF (I) FILING OF MECHANIC’S LIEN AGAINST DEMISED PREMISES AT 20550 SW 115TH AVENUE, TUALATIN, OREGON 97062, (II) DEBTOR POWIN, LLC’S TO CURE THE MECHANIC’S LIEN UNDER THE LEASE, (III) DEBTOR’S DEFAULT UNDER THE LEASE BY FAILING TO CURE THE MECHANICS LIEN, AND (IV) RESERVATION OF RIGHTS

PLEASE TAKE NOTICE that Lu Pacific Properties, LLC (the “Landlord”) and Powin LLC, (as assignor to Powin Energy Corporation, “Tenant” or “Debtor”) entered into that certain unexpired Commercial Tenant Lease dated December 14, 2020 (the “Lease”) concerning real property and improvements located at 20550 SW 115th Avenue, Tualatin, Oregon 97062 (the “Demised Premises”).²

PLEASE TAKE FURTHER NOTICE that Landlord received a Notice of Claim of Construction Lien and Intent to Foreclose (“Notice”), dated August 20, 2025, notifying Landlord that a claim of

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]; (x) Powin Energy Storage 2, Inc. [9926]; (xi) Powin Energy Ontario Storage II LP, [5787]; and (xii) Powin Canada B.C. Ltd. [2239]. The Debtors’ mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

² The Lease was entered into by and between Lu Pacific and Powin Energy Corporation (the “Original Tenant”). By Lease Assignment Agreement dated March 12, 2021, the Original Tenant assigned its rights under the Lease to the Debtor Powin, LLC.



construction lien for labor, materials, equipment, and/or services had been filed against the Demised Premises for improvements purportedly made at the Debtor's request to the Demised Premises by Capital Electric Co. Inc. (the "Lien"). The Lien is in the principal amount of \$48,960.49. A copy of the Notice evidencing the Lien is attached hereto as **Exhibit 1**.

PLEASE TAKE FURTHER NOTICE that on or about July 18, 2025, the Debtor's filed the *Notice of Potentially Assumed Executory Contracts and Unexpired Leases* (Dkt. No. 446, the "Assumption Notice") [D.k. 446] under which the Debtor purported to assume and assign the Lease to FlexGen Power Systems, LL ("FlexGen") under a proposed sale of substantially all of the above-referenced Debtors assets to FlexGen (the "Sale").

PLEASE TAKE FURTHER NOTICE that on July 25, 2025, Landlord filed *Lu Pacific Properties, LLC's Notice of Non-Waiver and Reservation of Rights in Response to Debtor's Notice of Potentially Assumed Executory Contracts and Unexpired Leases* (the "Reservation of Rights") [D.K. 523] reserving its rights to, among other things, supplement and/or amend the Reservation of Rights and to assert any objections with respect to the proposed cure amount of the Lease under the Sale.

PLEASE TAKE FURTHER NOTICE that, upon information and belief, and notwithstanding the Assumption Notice and the Court's approval of the Sale, FlexGen claims to still be evaluating the contracts to be assumed and assigned, and thus, has not agreed to cure the Lien on the Premises despite the obligation to do so as a condition of assumption. The Lien constitutes an uncured breach of the Lease that must be cured upon assumption and assignment. Section 6.2 of the Lease prohibits the tenant from allowing or causing any liens to attach to the Demised Premises, and Section 7.1 grants Landlord an express right to be indemnified, defended, and held harmless from claims such as the Lien.

PLEASE TAKE FURTHER NOTICE that the Debtor cannot assume and assign the Lease, pursuant to section 365(b)(1) of the Bankruptcy Code, unless it, among other things, cures the default under the Lease by (i) paying the full amount due under the Lien and (ii) causing the Lien to be discharged of record.

PLEASE TAKE FURTHER NOTICE that neither this notice nor any subsequent appearance, pleading, claim, or suit is intended to, nor shall it be deemed to, waive the Landlord's: (i) right to have final orders in non-core matters entered only after de novo review by a district court judge; (ii) right to trial by jury in any proceedings so triable herein or in any case, controversy or proceeding related hereto; (iii) right to have the reference withdrawn by the United States District Court in any matter subject to mandatory or discretionary withdrawal; (iv) rights, claims, actions, defenses, setoffs or recoupments under the Lease and section 365 of the Bankruptcy Code, or (v) other rights, claims, actions, defenses, setoffs or recoupments to which the Landlords are or may be entitled under agreements, at law, or in equity, all of which rights, claims, actions, defenses, setoffs, and recoupments expressly are hereby reserved.

Dated: September 22, 2025

/s/ Natasha M. Songonuga
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Counsel for Lu Pacific Properties, LLC

EXHIBIT “1”

**COMBINED NOTICE OF FILING CLAIM OF CONSTRUCTION LIEN
AND INTENT TO FORECLOSE**

August 20, 2025

Via Certified Mail, Return Receipt Requested

LU PACIFIC BUILDING #1 LLC
PO BOX 483
TUALATIN, OR 97062

PETER LU
11325 SW TUALATIN-SHERWOOD HWY
TUALATIN, OR 97062

To: LU PACIFIC BUILDING #1 LLC

Pursuant to ORS 87.039, you are hereby notified that on August 7, 2025, Capitol Electric Co. Inc., filed a Claim of Construction Lien in the amount of \$48,960.49 for labor, materials, equipment, and/or services used in the construction of the improvement known and described as:

20550 SW 115th Ave also known as 20570 SW 115th Ave, Tualatin, OR 97062

See Claim of Lien for legal description.

Project Name: Fire Alarm System Upgrade; PO # 16885
Customer: Powin Energy

A true and correct copy of the Claim of Lien is attached to this Notice.

You are hereby further notified pursuant to ORS 87.057 that, unless payment in full is received within 10 days after the date of delivery of this notice, Capitol Electric Company Inc. intends to commence suit to foreclose the enclosed lien.

Pursuant to ORS 87.060, we will also be seeking reimbursement for costs and attorney fees. Once we begin foreclosure of the lien, the attorney fees will be significantly higher. In the interest of all parties, please resolve this matter immediately.

Payment in the form of a cashier's check, cash, or certified check should be made payable to Capitol Electric Company Inc. and delivered to Kevin O'Connell at 8555 SW Apple Way Suite 310, Portland, OR 97225.

Very truly yours,



Joseph O'Connell

Washington County, Oregon **2025-034999**
08/07/2025 01:07:06 PM
D-LC Cnt=1 Stn=30 RECORDS1
\$10.00 \$10.00 \$11.00 \$60.00 - Total = \$91.00



03084633202500349990020027

I, Joe Nelson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Joe Nelson, Director of Assessment and Taxation, Ex-Officio County Clerk



After Recording Mail to:
Joseph O'Connell
O'Connell and Hval Law LLP
8555 SW Apple Way Suite 310
Portland, OR 97225

Claimant: Kevin O'Connell
Capitol Electric Co., Inc.

CLAIM OF CONSTRUCTION LIEN FOR AN IMPROVEMENT

The undersigned claimant claims a lien created under ORS 87.010 on the real property and improvements described in this document (the property) and further claims perfection of such lien under ORS 87.035 by the filing of this Claim of Lien.

1. The description of the property, situated in Washington County, Oregon, is as follows: the property described in instrument/deed reference no. 2020-010151 recorded in the Washington County official records.
2. The address of the property, if known, is 20550 SW 115TH, TUALATIN, OR 97205 as part of 20570 SW 115TH AVE, TUALATIN, OR 97062.
3. The name of the Owner or Reputed Owner of the property is: LU PACIFIC BUILDING #1 LLC.
4. The name of the person by whom the Claimant was employed or to whom the Claimant furnished labor or materials or rented equipment or by whom contributions are owed is: POWIN ENERGY.
5. The person(s) just named, at all times herein mentioned, had knowledge of the construction. The Claimant provided and furnished all labor, materials and equipment required by the contract and actually used in the construction of the improvement, and fully completed the contract on May 28, 2025, after which Claimant ceased to provide labor, transport or furnish materials and/or transport, furnish or rent equipment for the improvement.
6. The total contract amount and reasonable value of the labor, materials, equipment, and services provided by the Claimant is: \$48,960.49. The Claimant acknowledges just credits and offsets of: \$0.
7. The true statement of the Claimant's demand after deducting all just credits and offsets is the principal amount of \$48,960.49 and recording fees of \$91.00. The Claimant claims a lien on the property described above, extending to the improvement and its site, and together

with the land that may be required for the convenient use and occupancy of the improvement as determined by the court at the time of foreclosure of this claim of lien for: \$48,960.49.

DATED: August 7, 2025.

/s/ Kevin O'Connell
Capitol Electric Company, Inc., Claimant
By: Kevin O'Connell, assistant secretary

STATE OF OREGON)
County of Washington) ss.

I, Kevin O'Connell, say as follows: that, subject to the penalties for false swearing provided under ORS 162.075, I am the assistant secretary of the Claimant in the foregoing instrument; that I have knowledge of the facts therein set forth; that all statements made in said instrument are true and correct as I verily believe.

Kevin O'Connell

SIGNED AND SWORN TO before me on August 7, 2025, by Kevin O'Connell.

/s/ Sarah Snelling
Notary Public for Oregon
My commission expires: 4/11/28

