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Counsel for Debtors and Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re: Powin, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-16137 (MBK) (Jointly Administered)

[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 [15241], (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.

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DEBTORS' WITNESS AND EXHIBIT LIST FOR CONFIRMATION HEARING FOR JOINT COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN OF LIQUIDATION OF POWIN, LLC AND AFFILIATES THEREOF AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

Powin, LLC and the affiliated debtors and debtors in possession (collectively, the "Debtors"), in the above-captioned chapter 11 cases, hereby file their witness and exhibit list for the hearing (the "Hearing"), scheduled on November 25, 2025, at 11:30 a.m. (prevailing Eastern Time), on confirmation of the *Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof and the Official Committee of Unsecured Creditors* (the "Plan") [Docket No. 942].

WITNESSES

The Debtors may call the following witnesses at the Hearing:

1. Brian Kane;
2. Gerard Uzzi;
3. Any witnesses called or listed by any other party; and
4. Any impeachment or rebuttal witnesses.

EXHIBIT LIST

The Debtors may offer into evidence any one or more of the following exhibits:

Exhibit	Description	Off.	Obj.	Adm.	Docket No.
1.	*Declaration of Gerard Uzzi in Support of Emergency First Day Motions of the Debtors*				13
2.	*Order (I) Authorizing the Debtors to Enter Into and Perform Under the FlexGen Power*				751

Exhibit	Description	Off.	Obj.	Adm.	Docket No.
	Systems, LLC Asset Purchase Agreement, (II) Approving the Sale of Purchased Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (III) Authorizing the Assumption and Assignment of the Assumed Contracts to Purchaser and Establishing Cure Amounts Related Thereto in Accordance with the Assumption and Assignment Procedures, and (IV) Granting Related Relief				
3.	*Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof and the Official Committee of Unsecured Creditors*				942
4.	*Notice of Filing of Solicitation Version of Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof and the Official Committee of Unsecured Creditors*				943
5.	*Certifications of Publication of Notice of (I) Combined Hearing to Consider Approval of Disclosure Statement on a Final Basis and Plan Confirmation and (II) Related Voting and Objection Deadline*				1015
6.	*Notice of Filing of Amended Plan Supplement*				1038
7.	Schedule of Assumed Executory Contracts and Unexpired Leases				1038, Exh. A
8.	Schedule of Retained Causes of Action				1038, Exh. B
9.	Liquidating Trust Agreement				1038, Exh. C
10.	Direct Claims Trust Agreement				1038, Exh. D
11.	Service Provider Payments Schedule				1038, Exh. E
12.	Initial Trust Budget				1038, Exh. F
13.	Liquidation Analysis				1038, Exh. G
14.	Notice of Settled Priority Claim				1038, Exh. H
15.	Notice of Settlement of WARN Claims				1038, Exh. I
16.	*Notice of Filing of Amended Exhibits to Amended Plan Supplement*				1055

Exhibit	Description	Off.	Obj.	Adm.	Docket No.
17.	Revised Version of Liquidation Trust Agreement				1055, Exh. A
18.	Revised Version of the Notice of Settlement of WARN Claims				1055, Exh. B
19.	Redline of Liquidation Trust Agreement				1055, Exh. C
20.	Redline of Notice of Settlement of WARN Claims				1055, Exh. D
21.	*Expedited Motion of the Debtors for Entry of an Order (I) Authorizing And Approving Settlement Agreement; And (II) Granting Related Relief* and ACE Settlement Agreement				1065
22.	*Declaration of Darlene S. Calderon with Respect to the Tabulation of Votes on the Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates thereof and the Official Committee of Unsecured Creditors*				1095
23.	*Declaration of Gerald Uzzi in Support of Confirmation of Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof and the Official Committee of Unsecured Creditors*				1102
24.	*Emergency Motion Of The Debtors And The Committee For Entry Of An Order Disallowing And Expunging The Administrative Claim Filed By FlexGen or, in the Alternative, Estimating That Claim At $0 For All Purposes*				1103
25.	Any document or pleading filed in the above-captioned chapter 11 case including transcripts of proceedings				
26.	Any exhibit listed by any other party				
27.	Rebuttal exhibits as necessary				

RESERVATION OF RIGHTS

The Debtors reserve the right to call or to introduce one or more, or none, of the witnesses and exhibits listed above, and further reserve the right to amend or supplement this Witness and Exhibit List at any time prior to the Hearing. Designation of any exhibit above does not waive any objections the Debtors may have to any exhibit listed on any other party's exhibit list.

Dated: November 21, 2025

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/s/ Lauren Macksoud

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Counsel for Debtors and
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Exhibit 1

(Declaration of Gerard Uzzi in Support of Emergency First Day Motions)

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Proposed Counsel for Debtors and Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re: Powin, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-16137 (MBK) (Joint Administration Requested)

DECLARATION OF GERARD UZZI IN SUPPORT OF EMERGENCY FIRST DAY MOTIONS OF THE DEBTORS

I, Gerard Uzzi, hereby state and declare as follows:

[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]; and (ix) Powin Energy Operating, LLC [6487]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

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1. I am the Chief Restructuring Officer (the "CRO") of Powin, LLC ("Powin"). I was appointed as CRO of Powin and the above-referenced affiliated debtors and debtors in possession (collectively, the "Debtors") effective on June 9, 2025.

2. I am also a Managing Partner and Founder of CBMN Advisors LLC d/b/a Uzzi & Lall ("Uzzi & Lall"). I have extensive experience advising companies, boards of directors, senior management, creditors, equity holders, and investors in stressed and distressed situations, including chapter 11, out-of-court work outs, and rescue financings across industries and jurisdictions. I also serve in a number of fiduciary capacities, including presently as the Chairman of the Celsius Litigation Oversight Committee.

3. Prior to co-founding Uzzi & Lall, I was a senior restructuring partner at Milbank LLP and White & Case LLP for over 18 years in the aggregate. During that time, I was personally involved in senior roles in some of the nation's largest and most complex chapter 11 cases, including Lehman Brothers, Washington Mutual, American Airlines, Rescap, Charter Communications, Mirant, Adelphia Communications, Purdue Pharma, and ZAIS. I have been recognized for my work in Chambers, Euromoney's IFLR, The Legal 500, and Expert Guides as one of the World's Leading Insolvency and Restructuring Professionals.

4. On June 9, 2025 (the "Petition Date"),[2] Powin and certain of its subsidiaries (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, §§ 101 *et seq.* (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"). I am knowledgeable and familiar with the Debtors' day-to-day operations, business and financial affairs, and the circumstances leading to the commencement of these chapter 11 cases (the "Chapter 11 Cases").

5. Except as otherwise indicated herein, this declaration (the "Declaration") is based upon my personal knowledge, my review of relevant documents, information provided to me by employees of the Debtors or the Debtors' advisors, my opinion based upon my experience,

[2] Lead Debtor Case No. 25-16137 (MBK) for Debtor Powin Project LLC was filed on June 9, 2025, and the remaining Debtors were filed shortly thereafter on June 10, 2025.

knowledge, and information concerning the Debtors' operations and this industry. If called upon to testify, I would testify competently to the facts set forth in this Declaration.

6. I make this Declaration for the purpose of apprising the Court and parties in interest of the circumstances that compelled the commencement of these Chapter 11 Cases, in support of the First Day Motions (as defined below), and to articulate the Debtors' goals in these Chapter 11 Cases.

7. To enable the Debtors to minimize the adverse effects of the commencement of these Chapter 11 Cases on their business and its going concern value, the Debtors have requested various types of relief in a number of applications and motions (each a "First Day Motion," and, collectively, the "First Day Motions"). The First Day Motions seek relief intended to maintain the Debtors' business operations for their going concern value and to otherwise preserve value for the Debtors, its stakeholders, and parties in interest. Each First Day Motion is crucial to the Debtors' efforts. Any capitalized term not expressly defined herein shall have the meaning ascribed to that term in the relevant First Day Motion.

8. Section I is an overview of the Debtors' goals in these Chapter 11 Cases. Section II provides an overview of the Debtors' business and organizational structure. Section III describes the circumstances that compelled the commencement of the Chapter 11 Cases. Section IV describes the Debtors' capital structure. Section V provides a summary of the First Day Pleadings and factual bases for the relief requested therein.

I. OVERVIEW

9. Debtor Powin, a Delaware limited liability corporation, and its affiliates are collectively an energy storage integrator based in Portland, Oregon, and with offices around the world in Vietnam, China, Canada, Australia, and Spain. As one of the leading global energy platform providers, Powin and its affiliates are at the forefront of the clean energy revolution. Powin focuses on advancing the next frontier of energy by ensuring access to clean, reliable, resilient, and affordable power through cutting-edge technology. The Debtors' business model

targets innovations in energy storage, which are essential to the planet's transition to a sustainable, carbon-free world.

10. Before the filing of these Chapter 11 Cases, as a result of several factors described further below, the Debtors experienced challenges leading to financial constraints that required engagement with their Prepetition Lenders (defined below) and other parties in interest on an appropriate path forward for the Debtors' business.

11. As explained in more detail in Sections II and IV below, on March 24, 2025, the Prepetition Agent (defined below) and the Debtors' lenders party to the Prepetition Loan Documents (the "Prepetition Lenders," and together with the Prepetition Agent, the "Prepetition Secured Parties") declared payment and covenants defaults and demanded payment in full of the Debtors' Prepetition Secured Debt (defined below). After consultation with Powin's management team and advisors, the Prepetition Agent also exercised its cash dominion rights over certain blocked accounts. On April 25, 2025, the Prepetition Agent exercised remedies against a portion of the Debtors' cash on hand and exercised its rights to appoint me as independent manager for Powin.

12. Upon such appointment, and with the resources available to me at Uzzi & Lall, I took the following steps to stabilize the Debtors' situation:

a. I quickly engaged Dentons LLP ("Dentons") as legal counsel to support our analysis of strategic alternatives.

b. I undertook steps to understand the Debtors' liquidity position, and, working with Dentons, successfully negotiated an agreement with the Prepetition Secured Creditors to (i) release cash and (ii) relend $6.25 million to allow my team an opportunity to evaluate the Debtors' situation and develop a working strategy to maximize value.

c. I then engaged Huron Transaction Advisory LLC ("Huron") as investment banker to assist the Debtors in raising needed capital and pursuing strategic alternatives.

d. I participated with the Debtors' existing management in meetings with our largest stakeholders, including our largest vendor, Ace Engineering & Co., LTD ("ACE Engineering"), and our largest customers, to explore both near-term and long-term solutions to the Debtors' deepening liquidity crisis.

e. During the course of those interactions, two things became clear: (a) the new project or "ESA"[3] side of the business was not immediately sustainable, in large part because two of the Debtors' largest customers terminated their projects during these discussions; and (b) the servicing or "LTSA"[4] side of the business was vitally important to the Debtors' customer base, and a community of customers were very interested in supporting this business line.

f. While certain potential transactions remain in negotiation, we successfully negotiated an interim transaction with a key customer to bridge the Debtors for a period of weeks, and we developed a business model that contemplates sustaining the LTSA business line (the "LTSA Program") in a manner that preserves the customers projects during the Chapter 11 Cases. The feedback from customers also suggested that the LTSA Program would be best accomplished through a stand-alone entity that was removed and could be reorganized separately from Powin's legacy liabilities. Consequently, Powin formed a new subsidiary, Powin Project LLC for that purpose.

g. If we are successful in implementing that LTSA Program, the Debtors will proceed to market their remaining assets for sale under the protection chapter 11 affords.

II. THE DEBTORS' BUSINESS AND ORGANIZATIONAL STRUCTURE[5]

13. As part of their commitment to clean energy and to accelerate the shift to clean energy alternatives, Powin and its affiliates engineer and install battery energy storage systems ("BESS") in clean energy power projects. They then provide data-driven software controls, proven hardware, and experienced end-to-end project execution for cell-level monitoring and reporting, as well as other support services like comprehensive maintenance, wrapped warranties, and specialized training to ensure the long term benefits of their deployed BESS. Powin's products are more than just collections of battery cells; they are active intelligent energy storage and discharge systems powered by Powin's StackOS™, which are designed to bolster energy distribution to alleviate grid congestion, reduce costs, and strengthen aging infrastructure. [6]

[3] The ESA side of Powin's business is further discussed in Section II and V.
[4] The LTSA side of Powin's business is further discussed in Section II and V.
[5] Capitalized terms used but not defined in this overview section shall have the meanings assigned to them below.
[6] The information provided in ¶¶ 13-16 is largely derived from the Powin Sustainability Report 2024, *available at* https://powin.com/wp-content/uploads/2025/04/Powin-Sustainability-Report.pdf. The report is a public document maintained in the ordinary course of business, but I have not had an opportunity to independently verify it. I make no assurances that such report is accurate.

14. This comprehensive proprietary system integrates an onboard battery management system, thermal management system, and energy management system seamlessly, which Powin continuously monitors remotely in real time from the Powin Battery Lab. The Powin Battery Lab relies on the latest testing facilities, equipment, and experienced specialists to enable better performance, control processes, and strategies for each of its products. With the Powin Battery Lab, Powin is able to provide unparalleled visibility and control into each and every battery cell in the field, empowering clients to make informed decisions on the operational performance of their energy storage assets. Every day, Powin monitors over 5 million battery cells in the field. Additionally, to counter cyber attack threats that could otherwise destabilize connected grids, Powin's system must be continually updated, requiring continual efforts by Powin's experts. Relentlessly focused on innovation and lasting value, Powin optimizes energy management, mitigates risk, and ensures predictable energy throughout the lifetime of its projects.

15. Powin's system, which is now well ingrained into the clean energy landscape, is vital to the vast array of parties in the clean energy space and to future endeavors towards a carbon-free planet writ large. Currently deployed in the field are utility scale Powin BESS worth in excess of $2 billion that depend on Powin's StackOS™ for their continued operation over, which equates to over 17,000 megawatt-hour ("MWh") of energy storage systems deployed or under construction worldwide. Without Powin's Stack OS™, these BESS cannot operate safely and the worldwide system collapses, jeopardizing billions of dollars of investments in the clean energy space.

16. As further background, in 2016, Powin began commercial operations with the launch of its first utility-scale project, the 9MWh Millikan BESS. Since then, Powin has continued to achieve significant growth, introducing new products and entering new markets. In 2017, Powin built the largest project in Canada, with 40MWh currently operating today in Stratford, Ontario. In 2018, Powin built the largest microgrid battery in Mexico in a project that introduced Powin's first containerized systems. In 2019, Powin expanded its international footprint with projects in Italy, Greece, and Israel. Then in 2020, Powin introduced its Stack 230™ product line and grew new commitments to 4GWh. In 2021, Powin acquired its first external investors. By 2022, Powin

had secured over 17 GWh of new committed installations.

17. At a high level, Powin's business model has two lines of business: (a) the engineering and installation of BESS, which are governed by various energy supply agreements (each, an "ESA"); and (b) the warranties, servicing and maintenance of BESS, which are governed by various long term servicing agreements (each, an "LTSA"). To implement Powin's business plan, Powin entered into these ESAs and LTSAs with its customers, and then used suppliers and vendors to support performance under the ESAs and LTSAs.

A. The Debtors' Organizational Structure.

18. Powin and its affiliated Debtors are as follows:

- Powin Project LLC (New Jersey);
- Powin, LLC (Delaware);
- PEOS Holdings, LLC (Oregon);
- Powin China Holdings 1, LLC (Oregon);
- Powin China Holdings 2, LLC (Oregon);
- Charger Holdings, LLC (Oregon);
- Powin Energy Ontario Storage, LLC (Oregon);
- Powin Energy Operating Holdings, LLC (Delaware); and
- Powin Energy Operating, LLC (Delaware).

19. The Debtors' prepetition organizational structure is attached hereto as **Exhibit A**.

20. **Non-Debtor Powin Entities.** The Debtors' are affiliated with the entities listed below that have not filed chapter 11 petitions at this time:

- Powin Energy Holdings, LLC (Delaware);
- Powin Energy Intermediate, LLC (Delaware);
- Powin Australia Pty Ltd. (Australia);
- Powin Netherlands B.V. (The Netherlands);
- Powin Energy Spain S.L. (Spain);
- Powin UK Ltd. (United Kingdom);
- Powin Canada B.C., Ltd. (Canada);
- Powin Energy Storage 2, Inc. (Canada);
- Powin Energy Ontario Storage II, LP (Canada);
- Yangzhou Finway Energy Tech Co., Ltd. (China);
- Qingdao CIMC-Powin New Energy Technology Co., Ltd. (China);
- Powin (Qingdao) New Energy Co., Ltd. (China);
- Powin EKS SellCo, LLC (Delaware); and
- EKS HoldCo, LLC (Delaware).

21. Powin Energy Holdings, LLC (Delaware) and Powin Energy Intermediate, LLC

(Delaware) are holding companies who own Powin, LLC. While Powin Energy Intermediate, LLC is an obligor on the Prepetition Loan Documents, neither Powin Energy Holdings, LLC (Delaware) nor Powin Energy Intermediate, LLC (Delaware) has any operations or any material assets other than their direct and indirect ownership of the Debtors. The governance and conduct of those entities is outside of the scope of the authority of my appointment as CRO and that of the independent manager, John R. Brecker.

B. The Debtors' Management.

22. As described below, pursuant to the terms of that certain Irrevocable Proxy, dated as of October 25, 2024 (the "Proxy"), Powin LLC's Parent, Powin Energy Intermediate, LLC ("Parent Pledgor"), appointed GLAS USA LLC, as collateral agent for the Prepetition Lenders under the Loan Agreement (the "Prepetition Agent"), as its proxy and attorney-in-fact entitling the Prepetition Agent to, upon an event of default, exercise Parent Pledgor's voting rights and all other rights, powers, privileges, and remedies to which a holder of such Pledged Stock (as defined in the Proxy) would be entitled (including giving or withholding written consents of shareholders, partners, or members). On April 25, 2025, the Prepetition Agent exercised the Proxy and provided notice to Powin and the Parent Pledgor that, from and after the date thereof, it was exercising its rights under the Loan Agreement and the Proxy to direct the voting of all of the Parent Pledgor's held equity interests in Powin to amend the operating agreement of Powin (the "LLC Agreement") to provide that Powin would be a manager-managed LLC and appointed me as independent manager of Powin.

23. On June 8, 2025, the Prepetition Agent exercised its Proxy rights pursuant to Loan Agreement, amended the LLC Agreement for Powin, LLC to include up to two independent managers, and appointed John R. Brecker as an additional independent manager. John R. Brecker has over 30 years as a restructuring professional and is the founder of Drivetrain, LLC, a multi-disciplinary fiduciary services business serving the distressed investing industry with an investor's perspective. John R. Brecker has experience serving as a creditor representative on ad hoc and official creditor committees, as trustee, as examiner, and as independent and creditor-appointed

directorships.

24. Other management remained in place to continue their focus on day-to-day operations, but certain personnel did resign since my appointment, including the Chief Executive Officer (the "CEO") and the Head of Human Resources. Following these resignations, the independent managers determined to elevate the CEO and Head of Human Resources' direct reports, Brian J. Kane and Arielle Pachecho, respectively. On June 9, 2025, I resigned as one of Powin's independent manager and the remaining independent manager, John R. Brecker (the "Independent Manager") determined to engage my firm to continue providing professional advice and to appoint me as Chief Restructuring Officer. The other management is now as follows:

Name	Position
Brian J. Kane	Chief Executive Officer
Chad Paulson	Senior Vice President & Secretary
Kevin Paprzycki	Chief Financial Officer
Arielle Pachecho	Head of Human Resources

C. Recent Financial Results.

25. In the last audited financials for the year ending on December 31, 2023, the company reported total assets of $1.16 billion and liabilities of $1.24 billion. The assets consisted mostly of accounts receivable and inventories related to projects in process. The liabilities related mostly to accounts payable and deferred revenue. The company has not yet closed its books for 2024 or any month in 2025.

III. THE NEED FOR CHAPTER 11 RELIEF AND THE EVENTS LEADING TO THE COMMENCEMENT OF THESE CHAPTER 11 CASES

A. Historical Challenges.

26. Soon after my appointment, my team and I discovered that the Debtors suffered from the following inter-related problems, among others: (a) severe liquidity constraints; (b) an extreme overdependence on trade credit; (c) increasing assertions of liquidated damages entitlements by customers aggrieved by alleged performance delays; and (d) a real credibility problem. My team has not yet had sufficient opportunity to investigate the root cause of these problems but rather, immediately focused on identifying a thoughtful approach to stabilize the

situation in a way to maximize value and minimize potential claims. We fully expect to work cooperatively with any official committee of unsecured creditors (if one is appointed) and any other parties in interest to investigate whether potential claims exist in connection with such root causes of the Debtors' prepetition challenges.

IV. CAPITAL STRUCTURE

A. Secured Debt.

27. Prior to the Petition Date, the Debtors entered into that certain Loan Agreement, dated as of October 1, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Powin, the Parent Pledgor, the Subsidiary Guarantors party thereto (as such term is defined in the Loan Agreement), the Prepetition Agent, as administrative agent and collateral agent, and the Prepetition Lenders. The primary purpose of the credit available under the Loan Agreement was to bridge the debtors' working capital from acquisition of materials from vendors until customers made progress payments in connection with those materials.

28. Under Section 9.1 of the Loan Agreement, each Loan Party (as defined therein) pledged and granted to the Prepetition Agent, for the benefit of the Prepetition Lenders, a security interest in and lien on all of such Loan Party's right, title, and interest in and to substantially of their assets, including the Loan Party's cash.[7] In connection therewith, Powin entered into (i) that certain Blocked Account Control Agreement dated as of November 12, 2024, by and among Powin, the Prepetition Agent, and JPMorgan Chase Bank, N.A.; and (ii) that certain Deposit Account Control Agreement, dated as of October 1, 2024, by and among Powin, Powin China Holdings 2 LLC, the Prepetition Agent, and HSBC Bank USA, National Association (together, the "Controlled Accounts").

29. As further security for the benefit of the Prepetition Lenders, Parent Pledgor issued the Proxy appointing the Prepetition Agent as its proxy and attorney-in-fact entitling the

[7] On October 2, 2024, the Prepetition Agent filed UCC-1 Financing Statements with the applicable secretaries of state against each of the Loan Parties.

Prepetition Agent to, upon an event of default, exercise Parent Pledgor's voting rights and all other rights, powers, privileges, and remedies to which a holder of such Pledged Stock (as defined in the Proxy) would be entitled (including giving or withholding written consents of shareholders, partners, or members).

30. On March 24, 2025, the Prepetition Agent sent a default notice (the "Default Notice"): (i) notifying Powin of the occurrence and continuation of payment and covenants defaults; and (ii) terminating all Commitments and declaring all Loans, together with all other outstanding Obligations, immediately due and payable. The Prepetition Agent also exercised control over the Controlled Accounts by issuing two separate Shifting Control Notices and notifying JPMorgan Chase Bank and HSBC Bank of such exercise.

31. On April 25, 2025, following consultation with Powin's management team and advisors, the Prepetition Agent exercised the Proxy and provided notice to Powin and the Parent Pledgor that, from and after the date thereof, it was exercising its rights under the Loan Agreement and the Proxy to direct the voting of all of the Parent Pledgor's held equity interests in Powin to amend the operating agreement of Powin to provide that Powin would be a manager-managed LLC and appoint me as the independent manager of Powin.

32. After my appointment, it became evident that Powin's liquidity position was untenable. I immediately engaged in discussion with the Prepetition Lenders (among others) regarding potential ways to address Powin's liquidity shortfall. As a result of these discussions, the Prepetition Lenders (i) directed the Prepetition Agent to release a substantial amount of cash from the Controlled Account to sustain Powin's operations on multiple occasions and (ii) relent $6.25 million to Powin under the Prepetition Credit Agreement.

33. On June 9, 2025, the Prepetition Lenders and the Prepetition Agent agreed to forbear from exercising their right, pursuant to the Control Agreements, to direct the Prepetition Agent to direct disbursements from the Controlled Accounts during the period until through June 11, 2025 pursuant to that certain Forbearance, Support and Joinder Agreement.

34. As of the Petition Date, the outstanding secured obligations under the Loan

Agreement were no less than $25,612,281.51, plus any other fees, expenses, and other obligations owed under the Prepetition Loan Documents.

B. Unsecured Debt.

35. The Debtors estimate that unsecured claims against the Debtors as of the Petition Date are at least $300,000,000, including: (i) accrued and unpaid amounts owed to the Debtors' trade vendors and customers and other unsecured debt incurred in the ordinary course of the Debtors' business; and (ii) certain ongoing or threatened litigation claims, which are disputed.

V. First Day Pleadings

36. The Debtors request that the relief described below in the First Day Motions be granted, as each request constitutes a critical element in achieving the successful restructuring of the Debtors for the benefit of their creditors.

A. Administrative Motions.

37. In the *Motion of the Debtors for Entry of an Order (I) Directing Joint Administration of Chapter 11 Cases; and (II) Granting Related Relief* (the "Joint Administration Motion"), the Debtors request entry of an order directing joint administration of these Chapter 11 Cases for procedural purposes pursuant to Bankruptcy Rule 1015(b) and that the Court maintain one file and one docket for all of the Chapter 11 Cases under the lead case, Powin, LLC (Case No. 25-16137 (MBK)).

38. Joint administration of the Chapter 11 Cases will provide significant administrative efficiencies without harming the substantive rights of any party in interest. Many of the motions, hearings and orders that will be filed in the Chapter 11 Cases almost certainly will affect each of the Debtors. The entry of an order directing joint administration of the Chapter 11 Cases will reduce fees and costs by avoiding duplicative filings, objections, notices, and hearings, and will allow all parties in interest to monitor the Chapter 11 Cases with greater ease and efficiency. I believe that the relief requested in the Joint Administration Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest and will enable the Debtors to continue to operate their business in chapter 11 with the least disruption.

39. In the *Motion of the Debtors Seeking Entry Of an Order Extending Time To (I) File Schedules and Statements; and (II) Granting Related Relief* (the "Schedules and SOFA Motion"), the Debtors request entry of an order granting additional time to file their schedules of assets and liabilities, schedules of executory contracts and unexpired leases, and statements of financial affairs. As a consequence of the size and complexity of the Debtors' business operations, the number of creditors likely to be involved in these Chapter 11 Cases, and numerous critical operational matters that the Debtors' management and employees must address, a 28-day extension (without prejudice to further extensions) is necessary and appropriate.

40. In the *Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) File a Consolidated List of the Debtors' Fifty Largest Unsecured Creditors, (B) File a Consolidated List of Creditors in Lieu of Submitting a Separate Mailing Matrix for Each Debtor, (C) Redact Certain Personally Identifiable Information of Natural Persons, and (II) Granting Related Relief* (the "Creditor Matrix Motion"), the Debtors seek entry of interim and final orders: (i) authorizing the Debtors to (a) file a consolidated list of the Debtors' fifty (50) largest unsecured creditors in lieu of filing separate creditor lists for each Debtor, (b) file a consolidated list of creditors in lieu of submitting a separate mailing matrix for each Debtor, and (c) redact certain personally identifiable information of natural persons; and (ii) granting related relief, and permitting the Debtors' claims and noticing agent Verita (as defined below) to maintain and update a consolidated creditor matrix (the "Consolidated Creditor Matrix").

41. Permitting the Debtors to file a Consolidated Creditor Matrix, as opposed to a separate creditor matrix for each Debtor, is, in my opinion, warranted under the circumstances of these Chapter 11 Cases. Indeed, because the Debtors estimate that they have hundreds of creditors and other parties in interest, I believe that filing separate creditor matrices for each Debtor would be duplicative and burdensome. Additionally, I understand that converting the Debtors' computerized information to a format compatible with the matrix requirements would be time-consuming and, more importantly, would greatly increase the risk of error. As such, I believe that the Debtors' request to file the Consolidated Creditor Matrix as it is currently formatted and in

accordance with the procedures outlined in the Creditor Matrix Motion is reasonable and warranted under the circumstances

42. Additionally, the Debtors request authority to redact certain personally identifiable information from their lists of creditors. The Debtors respectfully submit that it is appropriate to authorize the Debtors to redact from any paper filed or to be filed with the Court in these Chapter 11 Cases, including the Consolidated Creditor Matrix and their Schedules and Statements, (i) the home, e-mail addresses and any other personally identifiable information, not including names of natural persons that the Debtors identified as employees, and (ii) the names, home addresses, and email addresses of natural persons that the Debtors identified as being customers of the Debtors, as known to the Debtors, unless such names have already been made public in litigation with the Debtors because such information can be used to perpetrate identity theft and phishing scams or to locate survivors of domestic violence, harassment, or stalking under 11 U.S.C. § 107(c)(1).

43. In the *Debtors' Application for Entry of an Order Authorizing the Appointment of Kurtzman Carson Consultants, LLC DBA Verita Global as Claims and Noticing Agent Effective as of the Petition Date* (the "Claims Agent Application") the Debtors seek entry of an order appointing Kurtzman Carson Consultants, LLC dba Verita Global ("Verita") as the claims and noticing agent for the Debtors in connection with these Chapter 11 Cases, including assuming full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim in these Chapter 11 Cases.

44. I have reviewed Verita's services agreement, which is attached as an exhibit to the proposed order approving the Claims Agent Application, and the description of services that Verita has agreed to provide and the compensation and other terms of the engagement as provided in the services agreement. Based on that review, I believe that the Debtors' estates, creditors, parties in interest and the Court will benefit from Verita's experience and cost-effective methods. The Debtors believe, and I agree, that Verita's rates are competitive and reasonable given Verita's quality of service and expertise and that the appointment of Verita as claims and noticing agent is

the most effective and efficient manner by which to provide noticing and claims processing services in these Chapter 11 Cases.

45. I believe that the relief requested in the Claims Agent Application is in the best interests of the Debtors' estates, creditors, and all other parties in interest. Accordingly, I respectfully submit that the Claims Agent Application should be approved.

B. Operational Motions Requesting Immediate Relief.

46. The Debtors intend to ask for immediate relief with respect to the following First Day Pleadings and, therefore, will present these motions at the First Day Hearing.

47. The *Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral; (II) Granting Adequate Protection to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* (the "Cash Collateral Motion") seeks entry of interim and final orders: (i) authorizing the Debtors to use cash collateral ("Cash Collateral"); (ii) granting adequate protection, solely to the extent provided in the orders, to the Prepetition Secured Parties (as defined herein); (iii) modifying the automatic stay imposed by section 362 of the Bankruptcy Code (the "Automatic Stay") to the extent necessary to implement and effectuate the terms of the orders; (iv) scheduling a hearing to consider approval of the Cash Collateral Motion on a final basis; and (v) granting related relief.

48. Recognizing their immediate need to access Cash Collateral, the Debtors swiftly engaged with the Prepetition Secured Parties on the consensual use of Cash Collateral in furtherance of a comprehensive restructuring transaction. As part of these negotiations, the Debtors and the Prepetition Secured Parties discussed, among other things, a form of budget for the duration of the Chapter 11 Cases, an adequate protection package, and a restructuring timeline that would allow the Debtors to continue to use Cash Collateral while they work expeditiously to seek to restructure their business during the pendency of these Chapter 11 Cases. After extended good faith and arm's length negotiations with the Prepetition Secured Parties, the Debtors reached an

agreement with the Prepetition Secured Parties concerning the consensual use of Cash Collateral, as more fully described below.

49. The *Motion of the Debtors for Entry of an Order: (I) Authorizing the Debtors to Enter into New Customer Program with Existing Customers; (II) Scheduling a Hearing; and (III) Granting Related Relief* (the "Customer Program Motion") seeks entry of an order: (i) authorizing the Debtors to enter into a new Customer Program with existing customers ("Customers"); (ii) scheduling a hearing to consider approval of the Customer Program Motion on a final basis; and (iii) granting related relief.

50. The Debtors commenced these Chapter 11 Cases to, among other things, reorganize their businesses around the Debtors' long term servicing line of business. Through this line of business, the Debtors provide their Customers with continuing maintenance and repair services with respect to previously installed Debtor battery systems at Customer sites. The Debtors' proprietary cloud-based technology and related servicing functionality is highly valuable to their Customers, and, in recent days, the Debtors have conducted in-depth discussions with Customers who have communicated a strong willingness to support the Debtors' efforts to continue this business line on a focused basis with pricing that is designed to allow the Debtors to continue this business. Successful implementation of this Customer Program will enable the Debtors to pursue a sale process of its remaining assets and therefore represents the most viable way to maximize value in these Chapter 11 Cases.

51. Specifically, the Debtors have been working closely with Customers to develop a cost-plus, and cash flow positive, long term servicing program. Through such program, the Debtors would provide Customers with an amended suite of battery warranty services at a modified price point.

52. The LTSA Program is entirely consistent with the Debtors' prepetition ordinary course of business. Under the proposed LTSA Program, the Debtors will be providing a reduced scope of service at pricing that is designed to be cash flow positive during the post-petition period. As noted, Customers are very desirous of the Debtors' continuation of their cloud-based

proprietary technology and related servicing functionality. The termination of the Debtors LTSA Line of Business would have a severely detrimental impact on Customers who are largely incapable of replacing those functions without the Debtors' assistance. In light of the commencement of these Chapter 11 Cases, the Debtors are seeking the instant relief in an effort to be transparent as well as assure Customers participating in the LTSA Program that it is fully authorized and viable.

53. The *Motion of the Debtors for Entry of Interim and Final Orders: (I) Authorizing Use of Cash Management Procedures, Bank Accounts, Credit Cards, and Existing Business Forms; (II) Prohibiting Setoffs and Freezing of Bank Accounts; (Iii) Modifying Requirements of Section 345(b) of the Bankruptcy Code; and (Iv) for Related Relief* (the "Cash Management Motion") seeks entry of interim and final orders: (i) authorizing the Debtors to continue to use (as such capitalized terms are defined below) their existing Cash Management System, Bank Accounts, Credit Cards, and existing Business Forms in the ordinary course of business; (ii) authorizing the Debtors to open or close Bank Accounts or establish new or different Credit Cards, all in the ordinary course of business; (iii) prohibiting applicable banks from offsetting against or freezing any of the Debtors' deposit accounts; (iv) modifying the requirements of § 345(b) of the Bankruptcy Code; (v) scheduling a final hearing; and (vi) granting related relief.

54. The *Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to Maintain and Renew, Amend, Supplement, Extend, or Modify Insurance Programs and Pay Obligations Thereunder; and (II) Granting Related Relief* (the "Insurance Motion") seeks entry of interim and final orders: (i) authorizing the Debtors to maintain and renew, amend, supplement, extend, or modify insurance programs and pay obligations thereunder; and (ii) granting related relief.

55. The Debtors maintain various insurance policies providing coverage for, among other things, the Debtors' general liability, workers' compensation, property, automobile liability, professional liability, cyber liability, stock throughput, and directors and officers coverage and excess liability (collectively the "Insurance Policies"), which the Debtors have obtained through

third-party insurance carriers (each an "Insurance Carrier").[8]

56. The premium amounts for the Insurance Policies (the "Insurance Premiums") are determined annually and are due in their entirety at policy inception or renewal. The Debtors' aggregate annual Insurance Premiums under the Insurance Policies total approximately $2.21 million. As of the Petition Date, the Debtors believe they have paid all Insurance Premiums, but out of an abundance of caution, seek authority to satisfy any outstanding Insurance Premiums.

57. Most of the Debtors' Insurance Policies will expire between June 11, 2025 and May 12, 2026. Specifically, the Debtors' cyber liability insurance policy and the director and officer liability insurance policies expire on June 11, 2025. It is critical that the Debtors continue to carry the necessary insurance coverage to operate their business. The Debtors have begun negotiating renewals, extensions and/or entries into new insurance policies with respect to the expiring Insurance Policies. The Debtors have obtained extensions of cyber liability and director and officer liability coverage through September 9, 2025.

58. The Debtors employ USI Insurance Services (the "Broker") to assist them with the procurement and management of the Insurance Policies. The Broker receives compensation from the Debtors in the form of a commission fee in addition to the Insurance Premiums paid by the Debtors (the "Broker's Fees"). The employment of the Broker allows the Debtors to obtain and manage the Insurance Policies in an efficient manner and to realize considerable savings in the procurement of such policies.

59. Certain Insurance Premiums and all Brokers Fees are financed through AFCO Credit Corporation (the "Premium Financier") over a twelve (12) month period through June, 2025. The monthly financing payment amount to the Premium Financier is approximately $190,000 per month, starting on June 12, 2025. Among the potential remedies available to the Premium Financier for non-payment is the ability to cancel the Insurance Policies and seek a refund of the Insurance Premiums it financed. As of the Petition Date, the Debtors have made all monthly financing payments and believe that they have satisfied all of their obligations to the

[8] A true and accurate schedule of the Debtors' Insurance Policies is attached as Exhibit C to the Insurance Motion.

Premium Financier (the "Premium Financing Obligations").

60. Under the Insurance Policies, the Debtors may be required to pay various deductibles, retention amounts, and administrative fees (together with the Insurance Premiums, the "Insurance Obligations"), depending upon the type of policy and claim involved. As of the Petition Date, the Debtors to not believe that are any prepetition Insurance Obligations owed.

61. The *Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefit Programs, and (II) Granting Related Relief* (the "Wage Motion") seeks entry of interim and final orders: (i) authorizing, but not directing, the Debtors to (a) pay prepetition wages, salaries, other compensation, and reimbursable expenses, and costs related to these items, and (b) continue employee benefits programs in the ordinary course of business, including payment of certain prepetition obligations related thereto (together, the "Employee Compensation & Benefits"); (ii) scheduling a final hearing; and (iii) granting related relief.

62. As of the Petition Date, the Debtors employ approximately 85 non-insider individuals (of which a majority work in Oregon, with the others working in other states) in addition to their executive team (the "Employees").

63. The Debtors have significantly reduced their workforce this year, including in a reduction-in-force that took place on June 6, 2025. The remaining Employees represent approximately 17% of the Debtors' workforce compared to January 1, 2025. These Employees remain, because they are critical for the Debtors' operations – particularly, with respect to the Debtors' Project and Technology branches of their services business – and to maintaining going concern value for the Debtors' business. The Employees are difficult to replace, and without the Employees' services, the Debtors will no longer be able to provide products and services to their customers. A number of the Debtors' employees have also resigned because of the uncertain situation. The Debtors cannot provide assurances that the Employee Benefit & Compensations will be provided in the ordinary course, the Debtors believe that more resignations will follow.

64. The Debtors are not parties to any collective bargaining agreements.

65. The Debtors' Employees are paid either a salary or on an hourly basis as their primary form of compensation. Employees receive wages and salaries (the "Wages") on a bi-weekly basis every other Friday. The Debtors generally fund their payroll approximately two days before the applicable payday (on the applicable Wednesday).

66. Payroll is generally paid one week in arrears. In the last regular payroll, on June 6, 2025,[9] the current Employees received payment for services provided through Friday, May 30, 2025. The next payroll, on June 20, 2025, will cover the pay-period of May 31 through June 13, 2025.[10] The Employees are therefore owed prepetition Wages.

67. The Debtors estimate that they owe their Employees an aggregate of approximately $527,262.17 on account of accrued prepetition Wages (collectively, the "Unpaid Employee Wages"). However, this amount may fluctuate depending on contingencies.

68. Postpetition, the Debtors estimate that their average gross payroll for their Employees will be (before Adjustments/deductions) approximately $1,150,000 per month.

69. As of the Petition Date, the Debtors believe that they do not owe any Unpaid Employee Wages in excess of the statutory cap of $17,150 set forth in sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code (the "Statutory Cap") to any Employees(s).

70. The Debtors utilize software and services from UKG (the "Payroll Provider") to support payroll processing, payroll tax calculations and filings, and other payroll-related services (all such associated costs, collectively, the "Payroll Costs"). The Debtors pay the Payroll Provider a quarterly fee, and the next payment will be due in July, 2025. The Debtors owe the Payroll Provider $90,616.61, which last payment was due in April, 2025. The Debtors seek authority to honor prepetition and postpetition amounts of Payroll Costs, including amounts owed to the Payroll Provider, to ensure continued payroll services during the Chapter 11 Cases.

[9] As referenced above, on June 6, 2025, the Debtors conducted a reduction-in-force, and prior to the bankruptcy filing, processed and fulfilled their remaining payment obligations to the terminated employees by depositing funds into the payroll account for the applicable amounts due.

[10] In these payrolls Debtors would ordinarily pay Employees amounts that had been reconciled or adjusted as owed from any previous underpayment, including recently submitted expenses, uncalculated overtime, etc. (with these amounts as the "Adjustments" and which, as applicable are included within the definition of Unpaid Employee Wages).

71. The Debtors may need to utilize independent contractors for services during the Chapter 11 Cases. These independent contractors (the "Supplemental Workforce") would be paid by the Debtors as needed. As of the Petition Date, the Debtors estimate that approximately $0 is owed to the Supplemental Workforce.

72. In the ordinary course of business, the Debtors incur obligations on account of Payroll Deductions and Employee Payroll Taxes (each as defined below and collectively, the "Withholding Obligations").

73. The Debtors routinely deduct amounts from Employees' wages, including garnishments and similar deductions, as well as other pre-tax and after-tax deductions payable pursuant to certain employee benefit plans discussed herein, such as an Employee's share of healthcare benefits and insurance premiums (the "Payroll Deductions").

74. The Debtors are required by law to withhold from the Employees' wages amounts related to, among other things, national, regional, and local income tax (the "Employee Payroll Taxes") for remittance to the appropriate taxing authorities. The Employee Payroll Taxes are generally processed and forwarded to the appropriate federal, state, or local taxing authority when the Employees' payroll checks are disbursed.

75. In addition to their wages, the Debtors' Employees also generally are entitled to receive other forms of compensation, including health benefits, paid time off, and reimbursement of certain business expenses (collectively, the "Employee Benefit Programs"). The Employee Benefit Programs include, but are not limited to: (i) reimbursement of expenses; (ii) paid time off; (iii) a healthcare program, including dental and vision coverage; (iv) health savings accounts or flexible spending accounts; (v) life and disability coverage; (vi) workers' compensation; (vii) a 401(k) retirement savings plan; and (viii) an ethics and harassment platform.

76. The Debtors customarily reimburse Employees who incur business expenses in the ordinary course of performing their duties on behalf of the Debtor. Such expenses typically include, but are not limited to, business-related travel expenses (including mileage) and other items (the "Reimbursement Obligations"). Expense reports detailing the Reimbursement Obligations are

submitted for reimbursement by the Employees and generally must be supported by copies of receipts. Expenses are paid with payroll, and the Debtors utilize a vendor, Concur (the "Expense Vendor"). Employees expect that their business expenses will be paid promptly, and Employees may suffer hardship in delay of payment of these expenses.

77. There is commonly delay between when an Employee incurs an expense and submits the corresponding expense report for processing. Therefore, it is difficult for the Debtors to determine the exact amount of Reimbursement Obligations that are due and owing for any particular time period. However, the Debtors believe that few, if any, Employees will be owed expenses earned within 180 days of the Petition Date that would require payment above the Statutory Cap. Upon information and belief, certain of the Debtors' executives are owed amounts that may exceed the Statutory Cap for recent business travel to Oregon.

78. The Debtors provide eligible (non-insider) Employees with paid time off ("PTO"). Employees are eligible for varying amount of PTO, depending on their length of service and may exercise PTO according to company policy. Recently, the Debtors capped PTO at a maximum of 40 hours, but grandfathered in amounts exceeding 40 hours for Employees that had already accrued more than 40 hours. Upon an Employee's termination, the Debtors will cash out the Employee's PTO benefits to the extent required by applicable law.

79. As of the Petition Date, the Debtors estimate they owe $691,170.14 (before adjustments/deductions) for accrued PTO for current Employees. The Debtors believe that the continuation of PTO policy in accordance with prior practice for their current Employees is essential to maintaining Employee wellness and morale during the Chapter 11 Cases. Further, the policies are broad-based programs upon which all Employees have come to depend, and the continuation of those programs will not create any material cash flow obligations beyond the Debtors' normal payroll obligations. Moreover, disruptions or changes to these policies could have a direct impact on Employee commitment, morale, and retention, to the detriment of the Debtors.

80. The Debtors also offer parental, bereavement and other leave through their vendor, Voya.

81. The Debtors offer eligible Employees and their eligible dependents (collectively, the "Dependents") the option of medical, dental and vision insurance. For medical insurance, including prescription drug coverage, the Debtors offer coverage (the "Medical Plan") through Regence ("Health Provider"). The Debtors bear a percentage of the costs of the Medical Plan for eligible Employees (which amount varies depending on their coverage and Dependents), and the Employees bear the remainder of the costs, based on dependent elections. In the ordinary course of their business, on the first of the month, the Debtors pay the Health Provider premiums for the following month, and, as of the Petition Date, the Debtors are current in payments to the Health Provider.

82. For dental insurance, the Debtors also offer coverage through Delta Dental (the "Dental Plan"). The Debtors bear a percentage of the costs of the Dental Plan for eligible Employees (which amount varies depending on their coverage and Dependents). The Debtors pay for the Dental Plan on the first of the month.

83. For vision insurance, the Debtors offer coverage through VSP (the "Vision Plan," and, together with the Medical Plan and Dental Plan, the "Health Plans"). The Debtors bear 100% of the costs of the Vision Plan for eligible Employees. The Debtors pay for the Vision Plan mid-month.

84. Prepetition, the Debtors' monthly cost for the premiums of the Health Plans was approximately $420,000 per month, which amount should reduce during the Chapter 11 Cases due to the pre-petition reduction in force.[11] The Debtors' Health Plans are fully insured, and there is no estate liability outside of payment of premiums and a monthly fee of $15,833.33 to the Debtors' broker, Alliant.

85. The Debtors seek authority, but not direction, to pay any amounts due and to continue to pay, in their discretion, the premiums for the Health Plans incurred postpetition and to maintain their Health Plans.

[11] Given the reduction of the size of the Debtors' workforce, the providers for the Health Plans will likely have a right to re-negotiate terms of the Health Plans, which could result in a higher per-capita, but lower gross, amount owed by the Debtors.

86. The Debtors also offer their Employees the benefit of maintaining a respective health-savings account (the "HSA(s)") and a flexible savings account (the "FSA(s)") through Rocky Mountain Reserve (the "HSA & FSA Benefits"). Employees contribute to the FSAs at their election, and the Debtors do not contribute to the FSAs.

87. The Debtors contribute to HSAs based on the type of coverage for the Employee. The Debtors contribute semi-annually to Employee HSAs, with the next payment due in July, 2025. Additionally, the Debtors pay a monthly administration fee to Rocky Mountain Reserve of approximately $3.75 per employee HSA enrollee and $2.75 per Employee FSA enrollee.

88. The Debtors are required to offer certain of their former Employees certain health benefits following termination of employment under § 4980B of the Internal Revenue Code to administer Continuation Health Coverage ("COBRA") (*see* 26 U.S.C. § 4980B) Pursuant to COBRA, former Employees of the Debtors (the "COBRA Eligible Employees") may continue using certain health benefits (the "COBRA Benefits"), and are entitled to continue to receive COBRA Benefits for up to eighteen, and occasionally thirty-six, months following termination of employment. The Debtors' COBRA Eligible Employees are typically responsible for paying all costs associated with the COBRA Benefits.

89. The Debtors have also provided COBRA benefits to employees that have been previously terminated, for which the Debtors are responsible for payment, which responsibility extends, to the Debtors belief, through September, 2025. Certain current Employees also have similar COBRA benefits in their contract upon severance.

90. The Debtors pay a 2% administrative fee for enrolled COBRA participants. The Debtors request authority, but not direction, to (a) pay any prepetition amounts outstanding on account of the COBRA Benefits; (b) to continue to offer the COBRA Benefits, including to Employees who may be terminated after the Petition Date, if any, and to honor all postpetition obligations related thereto in the ordinary course of business consistent with past practices; and (c) to continue to pay fees related to the COBRA Benefits in the ordinary course of business on a postpetition basis.

91. The Debtors offer eligible Employees premium based group life insurance ("Life Insurance") and accidental death and dismemberment insurance, disability and other similar insurance ("AD&D Insurance") through Voya. The Debtors also offer background check insurance ("Background Check Insurance") through Accurate Ace. The Debtors pay premiums monthly, and the prepetition amount of monthly premiums for Life Insurance, AD&D Insurance and Background-Check Insurance total approximately $30,000 per month, less voluntary employee deductions, which amount should be reduced during the Chapter 11 Cases due to the prepetition reduction in force.

92. The Debtors' Employees and their families depend on insurance provided by the Debtors as a fundamental aspect of compensation. Any disruption or perceived-disruption regarding insurance benefits or coverage would damage morale and may cause Employees to seek employment elsewhere. The Debtors are not current on their insurance obligations and owe Voya estimated amounts of $85,897.89 for AD&D Insurance and $111,591.37 for Life Insurance. The Debtors seek authority, in their discretion, to pay these amounts and any accrued and unpaid prepetition premiums and related charges, to continue the above benefits post-petition and to deliver the Employees' portion of any accrued and unpaid prepetition premiums for the AD&D Insurance and Life Insurance to the corresponding administrators in connection with the payment of the Wages and withholding obligations.

93. The Debtors maintain workers' compensation insurance for their Employees at the statutorily required level for each state in which they have Employees (collectively, and as described herein, the "Workers' Compensation Program"). As part of the Workers' Compensation Program, the Debtors maintain a workers' compensation insurance policy with Zurich American Insurance Company (the "Workers' Compensation Insurance Policy"). The Debtors must continue claim assessment, determination, adjudication, and payment pursuant to the Workers' Compensation Program, without regard to whether such liabilities are outstanding before the Petition Date, to ensure that the Debtors comply with applicable workers' compensation laws and requirements.

94. The Debtors are not aware of any active, open claims under the Workers' Compensation Program. To the extent any Employees assert claims arising under the Workers' Compensation Program, the Debtors request that the Court modify the automatic stay under section 362 to permit the Employees to proceed with such claims. This requested modification of the automatic stay pertains solely to claims under the Workers' Compensation Program.

95. Because the Debtors are statutorily and/or contractually obligated to maintain the Workers' Compensation Program, their inability to do so may result in adverse legal consequences that potentially could disrupt the reorganization process. As of the Petition Date, the Debtors do not believe that there are any prepetition amounts outstanding on account of accrued but unpaid Workers' Compensation Program obligations.

96. The Debtors offer eligible Employees the opportunity to participate in a defined 401(k) contribution plan through Empower, which allows for voluntary employee pre-tax deferrals (the "Retirement Plan"). Employees participating in this program may contribute up to 90% of their salary up to the federal statutory cap per year, and the Debtors deduct the employee pre-tax deferrals from Employee paychecks for each pay-cycle. The Debtors' Retirement Plan includes a match (each pay-period) by the Debtors of up to 100% up to the first 3%, and 50% on the next 2% of Employee contributions. Failure to timely forward the Employees' Retirement Plan deductions may be a violation of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), resulting in potential personal liability for the Debtors' officers for such deducted amounts. Maintaining the Retirement Plan as a part of the Employee Benefit Programs is critical to maintaining employee morale.

97. Administration fees for the Retirement Plan are paid through plan assets.

98. The Debtors maintain an ethics and harassment platform (the "Platform") with NAVEX Global to assist their Human Resources department and to provide mandatory and discretionary training to employees. The Debtors pay a $30,000 annual fee. The Debtors are not current, and, if the Debtors do not make payment by June 18, 2025, service will be suspended. The

Debtors seek authority, in their discretion, to pay this amount and amounts due relating to the Platform.

I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Executed this 10th day of June 2025, at Sea Bright, New Jersey in Monmouth County.

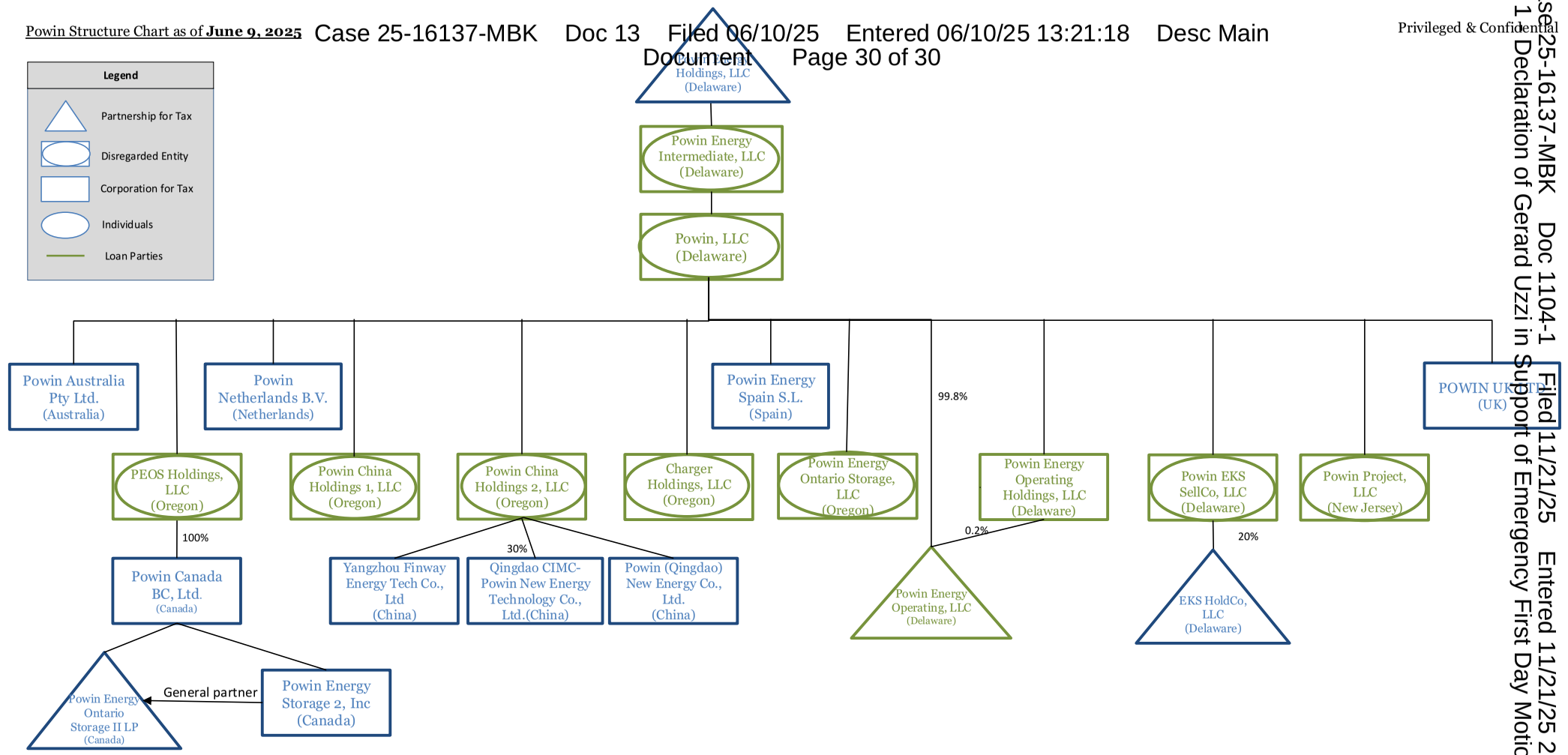
Signed by:
Gerard Uzzi
C933082321E44B5...

Gerard Uzzi

Exhibit A

(Powin's Organizational Structure)

Privileged & Confidential



Note: all ownership percentages are 100% unless otherwise noted

CONFIDENTIAL

Case 25-16137-MBK Doc 1104-1 Filed 11/21/25 Entered 11/21/25 22:12:50 Desc Exhibit 1 Declaration of Gerard Uzzi in Support of Emergency First Day Motions Page 31 of 31

Exhibit 2

(Order (I) Authorizing The Debtors To Enter Into and Perform Under The Flexgen Power Systems, LLC Asset Purchase Agreement, (II) Approving The Sale of Purchased Assets Free and Clear of All Liens)

In re:

POWIN, LLC, *et al.*,[1]

Debtors.

Chapter 11

Case No. 25-16137 (MBK)

(Jointly Administered)

Order Filed on August 18, 2025
by Clerk
U.S. Bankruptcy Court
District of New Jersey

ORDER (I) AUTHORIZING THE DEBTORS TO ENTER INTO AND PERFORM UNDER THE FLEXGEN POWER SYSTEMS, LLC ASSET PURCHASE AGREEMENT, (II) APPROVING THE SALE OF PURCHASED ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS, (III) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF THE ASSUMED CONTRACTS TO PURCHASER AND ESTABLISHING CURE AMOUNTS RELATED THERETO IN ACCORDANCE WITH THE ASSUMPTION AND ASSIGNMENT PROCEDURES, AND (IV) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through forty-two (42) is **ORDERED**.

DATED: August 18, 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]; and (ix) Powin Energy Operating, LLC [6487]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

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

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Debtors:	POWIN, LLC, et al.
Case No.	25-16137 (MBK)
Caption of Order:	Order (I) Authorizing the Debtors to Enter Into and Perform Under the FlexGen Power Systems, LLC Asset Purchase Agreement, (II) Approving the Sale of Purchased Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (III) Authorizing the Assumption and Assignment of the Assumed Contracts to Purchaser and Establishing Cure Amounts Related Thereto in Accordance with the Assumption and Assignment Procedures, and (IV) Granting Related Relief

Upon the motion [Docket No. 228] (the "Motion")[1] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"): (a) authorizing and approving the entry into and performance under the terms and conditions of that certain Asset Purchase Agreement, dated July 6, 2025, by and among certain of the Debtors (the "Sellers") and FlexGen Power Systems, LLC (the "Purchaser"), substantially in the form attached hereto as **Schedule 1** to the Order (as it may be amended, modified, or supplemented in accordance with its terms, the "Asset Purchase Agreement"), and all other transaction documents necessary and desirable to consummate the transactions contemplated by the Asset Purchase Agreement (the "Transaction Documents"); (b) authorizing the Debtors to sell the Purchased Assets (as defined in the Asset Purchase Agreement) to the Purchaser as described in the Asset Purchase Agreement, including the Assumed Contracts (as defined in the Asset Purchase Agreement), free and clear of liens, claims, encumbrances, and other interests pursuant to section 363(f) of the Bankruptcy Code and in accordance with the terms set forth in the Asset Purchase Agreement (the "Sale"); (c) authorizing the Debtors to assume and assign to the Purchaser the Assumed Contracts subject to and in accordance with the Assumption and Assignment Procedures with cure costs, if any, established in accordance with the Assumption and Assignment Procedures (the "Cure Amounts"); and (d) granting related relief, all as more fully set forth in the Motion; and the Court having entered the

[1] Capitalized terms used but not otherwise defined herein have the meaning given to such terms in the Motion, Bidding Procedures Order (as defined herein), the Bidding Procedures, or the Asset Purchase Agreement, as applicable.

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Bidding Procedures Order [Docket No. 413]; and the Debtors having scheduled an auction (the "Auction") for the Purchased Assets; and the Auction having been held by the Debtors in accordance with the Bidding Procedures; and the Debtors having determined that the Purchaser has submitted the highest or otherwise best bid for the Purchased Assets and determined that the Purchaser is the Winning Bidder, in accordance with the Bidding Procedures; and the Debtors having served the Notice of Sale By Auction and Sale Hearing (the "Sale Notice") in accordance with the Bidding Procedures Order; and the Debtors having filed and served the Notice of Winning Bidder [Docket No. 591] with respect to the Purchased Assets in accordance with the Bidding Procedures, and the Debtors having filed and served the Notice of Potentially Assumed Executory Contracts and Unexpired Leases [Docket No. 446] and the Supplemental Notice of Potentially Assumed Executory Contracts and Unexpired Leases [Docket No. 722] (together, along with any other Supplemental Assumption Notice (as defined in the Bidding Procedures Order), the "Assumption Notice") in accordance with the Assumption and Assignment Procedures; and the Debtors having filed the form of Order on August 2, 2025, and the Court having held a hearing on August 6, 2025 (the "Sale Hearing"), at which time all interested parties were offered an opportunity to be heard with respect to the Motion and the proposed Order; and the Court having reviewed and considered the Motion, the Asset Purchase Agreement, the proposed Order, and any and all objections to the Sale, the Asset Purchase Agreement, the assumption and assignment of the Assumed Contracts, and the other Transaction Documents filed in accordance with the Bidding Procedures Order; and upon the First

Day Declaration and the *Declaration of Mitchener Turnipseed in Support of the Debtors' Motion* (the "Turnipseed Declaration") [Docket No. 229]; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their stakeholders, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and the proposed Order was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Sale Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing, it is hereby

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FOUND, CONCLUDED, AND DETERMINED THAT:

Petition Date, Jurisdiction, Venue, and Final Order

A. On June 9, 2025 (the "Petition Date"), the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.[2]

B. This Court has jurisdiction pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h), and 6006(d), any other applicable Bankruptcy Rules or Local Rules, and to any extent necessary under Bankruptcy Rule 9014 and Federal Rule of Civil Procedure 54(b), as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of judgment as set forth herein.

D. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact

[2] Lead Debtor Case No. 25-16137 (MBK) for Debtor Powin Project LLC was filed on June 9, 2025, certain other Debtors were filed shortly thereafter on June 10, 2025, and the remaining Debtors were filed on June 22, 2025.

constitute conclusions of law, they are adopted as such. To the extent that any of the following conclusions of law constitute findings of fact, they are adopted as such.

Notice of the Bidding Procedures Order, the Bidding Procedures, the Asset Purchase Agreement and the Sale, the Auction, the Sale Hearing, the Proposed Assumption and Assignment of the Assumed Contracts, the Cure Amounts, and this Order

E. As evidenced by the Sale Notice, the Notice of Winning Bidder, the Assumption Notice, the form of Order [Docket No. 654], affidavits of service and publication previously filed with this Court, proper, timely, adequate, and sufficient notice of the Sale Hearing, the Asset Purchase Agreement, the proposed assumption and assignment of the Assumed Contracts, entry of this Order, and the Sale has been provided in accordance with sections 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, and 9014, and Local Rule 6004-3. The foregoing notice was good, sufficient, and appropriate under the circumstances, and no other or further notice of the Sale Hearing, the Asset Purchase Agreement, the Sale, or the proposed assumption and assignment of the Assumed Contracts is required.

F. The Assumption Notice is appropriate and reasonably calculated to provide each non-Debtor counterparty to the applicable Contracts with proper notice of the potential assumption and assignment of the applicable Contract, the proposed Cure Amount, and the Assumption and Assignment Procedures. The inclusion of any particular Contract on any Assumption Notice shall not be deemed to be an admission that such contract or lease is an executory contract or unexpired lease of property or require or guarantee that such contract or lease will be assumed and/or assigned, and

all rights of the Debtors and each non-Debtor counterparty to the applicable Contracts that timely filed a response to the Assumption Notice, as set forth herein, with respect to the foregoing are reserved.

G. In accordance with the Bidding Procedures Order and the Assumption and Assignment Procedures (as described therein), the Debtors have served an Assumption Notice indicating their intent to assume and assign the Contracts and of the Cure Amounts upon each counterparty to a Contract. The service and provision of such Assumption Notice was good, sufficient, and appropriate under the circumstances and no further notice need be given in respect of assumption and assignment of the Contracts or establishing Cure Amounts for the respective Contracts. Pursuant to the Assumption and Assignment Procedures, counterparties to the Contracts have had an adequate opportunity to object to assumption and assignment of the applicable Contracts and the Cure Amounts set forth in the Assumption Notice, and, as set forth herein, certain non-Debtor counterparties to the applicable Contracts did, in fact, file objections and/or reserve rights with respect to the Assumption Notice.

H. No further notice beyond that described in this Order is required in connection with the Sales and the proposed assumption and assignments to the Purchaser of the Assumed Contracts.

I. A reasonable opportunity to object or to be heard regarding the relief requested in the Motion was afforded to all interested persons and entities.

Authority to Assume and Perform Under the Asset Purchase Agreement

J. The Debtors' performance under the Asset Purchase Agreement is approved in all respects. The Debtors are authorized to assume and perform under the Asset Purchase Agreement pursuant to sections 363 and 365 of the Bankruptcy Code and may close the Sale pursuant to the Asset Purchase Agreement.

Credit Bid

K. Pursuant to the Bidding Procedures, applicable law, including sections 363(b) and 363(k) of the Bankruptcy Code, and in accordance with the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Operational Cash Flow Financing; (II) Granting Liens and Providing Superpriority Administrative Expense Claims; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* [Docket No. 520] (the "Final DIP Order"), the Purchaser was authorized to credit bid the DIP Obligations (as defined in the Final DIP Order) for the Purchased Assets. No additional or further evidence of the Purchaser's ability to include the Credit Bid as consideration within the Asset Purchase Agreement is required. The Credit Bid, plus the other components of the Purchase Consideration, was a valid and proper offer pursuant to the Bidding Procedures Order and sections 363(b) and 363(k) of the Bankruptcy Code. There is no cause to limit the amount of the Credit Bid pursuant to section 363(k) of the Bankruptcy Code.

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Highest or Best Offer

L. The Debtors conducted a sale process in accordance with the purpose of obtaining the highest or otherwise best offer for, and have afforded a full, fair, and reasonable opportunity for any interested party to make a higher or otherwise better offer to purchase, the Purchased Assets (including assumption of the Assumed Liabilities).

M. (i) Prior to and from and after the commencement of these chapter 11 cases, the Debtors and their advisors engaged in a robust marketing and sale process and exercised sound business judgment, as more fully detailed in the Turnipseed Declaration, and the First Day Declaration; (ii) the Bidding Procedures were substantively and procedurally fair to all parties and the Debtors conducted a fair and open sale process in compliance therewith, (iii) the sale process, the Bidding Procedures, and the Auction (or cancellation thereof), were non-collusive, duly noticed, and provided a full, fair, reasonable, and adequate opportunity for any entity that either expressed an interest in acquiring the Purchased Assets, or who the Debtors believed may have had an interest in acquiring the Purchased Assets, to make an offer to purchase the Debtors' assets, including, without limitation the Purchased Assets, (iv) the Debtors and the Purchaser have negotiated and undertaken their roles leading to the entry into the Asset Purchase Agreement in a diligent, non-collusive, fair, reasonable, and good-faith manner; and (v) the sale process conducted by the Debtors pursuant to the Bidding Procedures and the Bidding Procedures Order resulted in the highest or otherwise best value for the Purchased Assets for the Debtors and their estates, was in the best interest of the Debtors, their

estates, their creditors, and all parties in interest, and any other transaction would not have yielded as favorable a result. There is no legal or equitable reason to delay entry into the Asset Purchase Agreement and the transactions contemplated therein.

N. Approval of the Asset Purchase Agreement, and the consummation of the Sale contemplated thereby, is in the best interests of the Debtors, their respective creditors, estates, and other parties in interest. The Debtors have demonstrated good, sufficient, and sound business reasons and justifications for entering into the Sale and the performance of their obligations under the Asset Purchase Agreement. The Sale must be approved and consummated in order to maximize the value of the Debtors' estates.

O. The consummation of the Sale outside a plan of reorganization pursuant to the Asset Purchase Agreement neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a plan of reorganization or liquidation for the Debtors. The Sale does not constitute a *sub rosa* chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford.

P. Entry of an order approving the Asset Purchase Agreement and all the provisions thereof is a necessary condition precedent to the Purchaser's consummation of the Sale, as set forth in Section 7.1 of the Asset Purchase Agreement.

Good Faith of the Purchaser

Q. The consideration to be paid by the Purchaser under the Asset Purchase Agreement was negotiated at arm's length, in good faith, and without collusion pursuant to section 363(m) of the Bankruptcy Code and constitutes reasonably equivalent value and fair and adequate consideration for the Purchased Assets. Specifically: (i) the Purchaser recognized that the Debtors were free to deal with any other party interested in purchasing the Purchased Assets; (ii) the Purchaser complied in all respects with the provisions in the Bidding Procedures Order in negotiating and entering into the Asset Purchase Agreement and the other Transaction Documents, and the Asset Purchase Agreement, the other Transaction Documents, and the transactions described therein comply with the Bidding Procedures Order; (iii) the Purchaser agreed to subject any bid to the competitive bid procedures set forth in the Bidding Procedures Order; (iv) all payments made by the Purchaser in connection with the Sale have been disclosed in the Asset Purchase Agreement; (v) no common identity of directors, officers, or controlling stockholders exists among the Purchaser and the Debtors; (vi) the negotiation and execution of the Asset Purchase Agreement was at arm's length and in good faith, and at all times each of the Purchaser and the Debtors were represented by competent counsel of their choosing; and (vii) the Purchaser has not acted in a collusive manner with any person. The Purchaser will be acting in good faith within the meaning of section 363(m) of the Bankruptcy Code in closing the transactions contemplated by the Asset Purchase Agreement. The terms and conditions set forth in the Asset

Purchase Agreement are fair and reasonable under the circumstances and were not entered into for the purpose of, nor do they have the effect of, hindering, delaying, or defrauding the Debtors or their creditors under any applicable laws.

R. The Debtors, the Purchaser, and each of their respective management, boards of directors, members, officers, directors, employees, agents, and representatives, as applicable, have acted in good faith. The Asset Purchase Agreement and the other Transaction Documents were negotiated, proposed, and entered into by the Debtors and the Purchaser in good faith, without collusion or fraud, and from arm's-length bargaining positions. The Purchaser is a "good faith purchaser" within the meaning of section 363(m) of the Bankruptcy Code, and, as such, is entitled to all the protections afforded thereby.

S. The Asset Purchase Agreement and the transactions contemplated thereby cannot be avoided under section 363(n) of the Bankruptcy Code. The Debtors, the Purchaser, and their respective agents, representatives, and affiliates have not engaged in any conduct that would cause or permit the Asset Purchase Agreement or the consummation of the transactions contemplated thereby to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

No Fraudulent Transfer

T. The consideration provided by the Purchaser pursuant to the Asset Purchase Agreement for its purchase of the Purchased Assets and the assumption of the Assumed Liabilities

constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, and under the laws of the United States, any state, territory, possession, and the District of Columbia.

U. Neither the Purchaser nor its past, present, and future subsidiaries, parents, divisions, affiliates, agents, representatives, insurers, attorneys, successors, and assigns, nor any of its nor their respective current or former directors, managers, officers, employees, shareholders, members, managed funds, agents, advisors, representatives, attorneys, professionals, contractors, subcontractors, independent contractors, owners, insurance companies, or partners (collectively, the "Purchaser Parties") is a continuation of the Debtors or their respective estates, and the Purchaser is not holding itself out to the public as a continuation of the Debtors or their respective estates and the Sale does not amount to a consolidation, merger, or *de facto* merger of the Purchaser and the Debtors.

Validity of Transfer

V. The applicable boards of directors or managers, as applicable, of the Debtors have authorized the execution and delivery of the Asset Purchase Agreement and the Sale of the Purchased Assets to the Purchaser. Subject to entry of this Order, the Debtors (i) have full corporate power and authority to assume the Asset Purchase Agreement and all other documents contemplated thereby, as applicable, (ii) have all of the power and authority necessary to consummate the Sale, and (iii) have taken all action necessary to authorize and approve the Asset

Purchase Agreement and to consummate the Sale, and no further consents or approvals of any person or entity are required for the Debtors to consummate the transactions contemplated by the Asset Purchase Agreement, except as otherwise set forth expressly in the Asset Purchase Agreement. The Purchased Assets constitute property of the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code, and title thereto is presently vested in the Debtors' estates.

Section 363(f) Is Satisfied

W. The Sale of the Purchased Assets to the Purchaser, including the Assumed Contracts, (if any), under the terms of the Asset Purchase Agreement meets the applicable provisions of section 363(f) of the Bankruptcy Code such that the Sale of the Purchased Assets will be free and clear of any and all liens, claims, encumbrances, and other interests, and will not subject the Purchaser or any other Purchaser Parties to any liability for any claims whatsoever (including, without limitation, under any theory of equitable law, antitrust, or successor or transferee liability) (collectively, "Claims or Interests"), except as expressly provided in the Asset Purchase Agreement with respect to the Assumed Liabilities and Permitted Liens. All holders of Claims or Interests who did not object or who withdrew their objections to the Sale are deemed to have consented to the Sale pursuant to section 363(f)(2) of the Bankruptcy Code and all holders of Claims or Interests are adequately protected—thus satisfying section 363(e) of the Bankruptcy Code—by having their Claims or Interests, if any, attach to the proceeds of the Sale held by the Debtors ultimately

attributable to the property against or in which they assert Claims or Interests or other specifically dedicated funds in the same order of priority and with the same validity, force, and effect that such holder had prior to the Sale, subject to any rights, claims, and defenses of the Debtors or their estates. Those holders of Claims or Interests who did object and who have an interest in the Purchased Assets fall under one or more of the other subsections of section 363(f) of the Bankruptcy Code.

X. The transfer of the Purchased Assets to the Purchaser under the Asset Purchase Agreement will be a legal, valid, and effective transfer of all of the legal, equitable, and beneficial right, title, and interest in and to the Purchased Assets free and clear of all Claims or Interests, except as expressly provided in the Asset Purchase Agreement with respect to the Assumed Liabilities and Permitted Liens. The Debtors may sell their interests in the Purchased Assets free and clear of all Claims or Interests because, in each case, one or more of the standards set forth in section 363(f) has been satisfied. The Purchaser would not have entered into the Asset Purchase Agreement and the Transaction Documents and would not consummate the transactions contemplated thereby, including, without limitation, the Sale, (i) if the transfer of the Purchased Assets was not free and clear of all interests of any kind or nature whatsoever, including, without limitation, rights or claims based on any successor, transferee, derivative or vicarious liability or any similar theory, and/or applicable state or federal law or otherwise or (ii) if the Purchaser or any of Purchaser Party or any of their affiliates or designees would, or in the future could, be liable for

any interests, including, without limitation, rights or claims based on any successor, transferee, derivative or vicarious liability or any similar theory, and/or applicable state or federal law or otherwise, in each case, subject only to the Assumed Liabilities and Permitted Liens. Not transferring the Purchased Assets free and clear of all Claims or Interests of any kind or nature whatsoever, including, without limitation, rights or claims based on any successor, transferee, derivative or vicarious liability or any similar theory, and/or applicable state or federal law or otherwise (subject only to the Assumed Liabilities and Permitted Liens) would adversely impact the Debtors' efforts to maximize the value of their estates.

Assumption and Assignment of the Assumed Contracts

Y. The Debtors served the Contract Assumption Notice on July 18, 2025. In accordance with the Assumption and Assignment Procedures, the deadline to object to proposed cure amounts, the proposed assumption or assignment of contracts to the Stalking Horse Bidder, or adequate assurance of the Stalking Horse Bidder's ability to perform with respect to such Contracts was listed on such notice as July 28, 2025 (the "Contract Objection Deadline").

Z. The Debtors received certain timely objections to the proposed assumption and assignment of contracts listed in the Contract Assumption Notice [*see* Docket Nos. 490, 521, 523, 529, 535, 538, 539, 544, 545, 546, 548, 550, 551, 552, 553, 554, 555, 556, 557, 559, 562, 564, 565, 566, 568, 570, and 597].

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AA. The Debtors have demonstrated that it is a reasonable exercise of their sound business judgment to assume and assign the Assumed Contracts to the Purchaser pursuant to the terms of this Order and the Asset Purchase Agreement, in each case in connection with the consummation of the Sale, and the assumption and assignment of the Assumed Contracts is in the best interests of the Debtors, their estates and creditors, and other parties in interest.

BB. Any non-Debtor counterparty to any Contract that has not actually filed with the Court an objection, or who withdrew an objection or does not timely file an objection to an Assumption Notice by the applicable Contract Objection Deadline, is deemed to have consented to such assumption and assignment and the Cure Amount, if any.

CC. Subject to paragraph 30 of this Order, the Cure Amounts set forth on the Contract Assumption Notice, if any, are the sole amounts necessary under section 365 of the Bankruptcy Code to cure all defaults and pay all actual pecuniary losses under the Assumed Contracts, unless otherwise determined by the Court or by agreement of the Debtors and the non-Debtor counterparty, and such assumption and assignment to Purchaser shall be deemed approved by this Order without further order of this Court.

DD. The Debtors shall have the right, in accordance with and subject to the Bidding Procedures Order, to serve a Supplemental Assumption Notice upon any non-Debtor counterparty indicating the Debtors' intent to assume and assign such executory contract.

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EE. Subject to paragraph 30 of this Order, the Debtors have met all requirements of section 365(b) of the Bankruptcy Code for each of the Assumed Contracts. The Debtors have (i) cured and/or provided adequate assurance of cure of any default existing prior to the Closing under all of the Assumed Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code and (ii) provided compensation or adequate assurance of compensation to any counterparty for actual pecuniary loss to such party resulting from a default prior to the Closing under any of the Assumed Contracts. The Purchaser has provided adequate assurance of future performance within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) and in accordance with the Bidding Procedures to the extent that any such assurance is required and not waived by the counterparties to such Assumed Contracts.

Prompt Consummation

FF. The Sale must be approved and consummated promptly to comply with the terms of the Asset Purchase Agreement, maximize value for the Debtors' estates, and avoid irreparable harm to the Debtors' estates and their stakeholders, including their creditors and customers. Time, therefore, is of the essence in effectuating the Asset Purchase Agreement. As such, the Debtors and the Purchaser intend to close the sale of the Purchased Assets as soon as reasonably practicable in accordance with the terms of the Asset Purchase Agreement. The Debtors have demonstrated immediate and irreparable harm absent entry of this Order and compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and

consummation of the Asset Purchase Agreement. Accordingly, there is sufficient cause to waive the stay provided in the Bankruptcy Rules 6004(h) and 6006(d) and any other applicable Bankruptcy Rule or Local Rule.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

General Provisions

1. The Motion is **GRANTED**, as set forth herein.

2. All objections to or reservation of rights with respect to the Motion or the relief requested therein that have not been withdrawn or resolved are overruled with prejudice. All persons and entities who did not object or who have withdrawn their objections to the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.

3. The Asset Purchase Agreement, attached hereto as **Schedule 1**, and the other Transaction Documents and all terms and conditions thereof, are approved in all respects. The failure to specifically include any particular provision of the Asset Purchase Agreement or the Transaction Documents in this Order shall not diminish or impair the effectiveness of such provision.

Transfer of the Purchased Assets
As Set Forth in the Asset Purchase Agreement; Injunction

4. Pursuant to sections 363 and 365 of the Bankruptcy Code, the Debtors are authorized and directed to take any and all actions necessary and appropriate to cause the Sellers to (a) consummate the transactions contemplated by the Asset Purchase Agreement and the

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Transaction Documents in accordance with the terms thereof; (b) sell the Purchased Assets to the Purchaser for the purchase price in accordance with the terms of this Order and the Asset Purchase Agreement and the Transaction Documents; and (c) otherwise execute and deliver, perform under, consummate, implement and effectuate, and take any and all other actions as may be reasonably necessary or appropriate to the performance of their respective obligations under the terms of the Asset Purchase Agreement and the Transaction Documents, in each case, without further notice to or order of this Court. The Transactions authorized herein shall be of full force and effect, regardless of any Debtor's lack or purported lack of good standing in any jurisdiction in which such Debtor is formed or authorized to conduct business.

5. Pursuant to sections 105(a), 363(b), 363(f), 365(b), and 365(f) of the Bankruptcy Code, upon Closing, all of the Debtors' right, title, and interest in and to, and possession of, the Purchased Assets, including any Assumed Contracts, shall be transferred to the Purchaser, free and clear of any and all Claims or Interests, with all such Claims or Interests to attach solely to the proceeds of the Sale held by the Debtors upon and after the Closing in the order of their priority, with the same force, effect, and validity that they had immediately prior to the entry of this Order, subject to any rights, claims, or defenses the Debtors may have with respect thereto, *except* with respect to any Assumed Liabilities or Permitted Liens allowed under the Asset Purchase Agreement. Such transfer shall constitute a legal, valid, binding, and effective transfer of the Purchased Assets. Liens and Liabilities associated with Purchased Inventory, Assumed Liabilities

and Permitted Liens shall be deemed released upon payment or satisfaction of any such Liens or Liabilities, in accordance with their respective terms and the Asset Purchase Agreement.

6. As set forth in the Asset Purchase Agreement, the Purchaser is not acquiring any of the Excluded Assets or assuming any of the Excluded Liabilities.

7. Except for (a) the Assumed Liabilities expressly set forth in the Asset Purchase Agreement or (b) the Permitted Liens expressly set forth in the Asset Purchase Agreement, none of the Purchaser or any other Purchaser Parties, or any of their respective successors or assigns, or any of their respective affiliates shall have any liability for any Claims or Interests that (x) arose prior to or on the date of Closing, or (y) otherwise is assertable against the Debtors or is related to the Purchased Assets prior to or on the date of Closing, including, for the avoidance of doubt, Claims or Interests arising out of the Excluded Liabilities.

8. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with, or which would be inconsistent with, the ability of the Debtors to transfer the Purchased Assets to the Purchaser in accordance with the Asset Purchase Agreement, the Transaction Documents, and this Order.

9. At Closing, all of the Debtors' right, title, and interest in and to, and possession of, the corresponding Purchased Assets shall be immediately vested in the Purchaser pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code. Such transfer shall constitute a legal, valid, enforceable, and effective transfer of such Purchased Assets. All persons or entities presently

or at or after Closing in possession of some or all of the corresponding Purchased Assets are directed to surrender possession of any and all portions of such Purchased Assets to the Purchaser or its respective designees on Closing or at such time thereafter as the Purchaser may request.

10. This Order (a) shall be effective as a determination that, as of the Closing, (i) no Claims or Interests other than those expressly stated as Assumed Liabilities and Permitted Liens in the Asset Purchase Agreement will be assertable against the Purchaser or any other Purchaser Party or any of their respective assets, (ii) the Purchased Assets shall have been transferred to the Purchaser free and clear of all Claims or Interests, subject only to the applicable Assumed Liabilities and Permitted Liens expressly stated in the Asset Purchase Agreement, and (iii) the conveyances described herein have been effected, and (b) is and shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, registrars of patents, trademarks, or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract to accept, file, register, or otherwise record or release any documents or instruments; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement and the Transaction Documents. The Purchased Assets are sold free and clear of any reclamation rights. All Claims or Interests on the Purchased Assets shall attach solely to the

proceeds of the Sale held by the Debtors ultimately attributable to the property against which such Claims or Interests applied or other specifically dedicated funds, in the same order of priority and with the same validity, force, and effect that such Claims or Interests applied prior to the Sale, subject to any rights, claims, and defenses of the Debtors or their estates.

11. Except as otherwise expressly provided in the Asset Purchase Agreement, all persons and entities (and their respective successors and assigns), including, but not limited to, all debt security holders, equity security holders, affiliates, governmental, tax, and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants, and other creditors holding claims arising under or out of, in connection with or in any way relating to, the Debtors, the Purchased Assets, and the ownership, sale, or operation of the Purchased Assets prior to Closing or the transfer of the Purchased Assets to the Purchaser are hereby forever barred, estopped, and permanently enjoined from asserting such claims against the Purchaser and its property (including, without limitation, the Purchased Assets). Following the Closing, no holder of any Claims or Interests shall interfere with the Purchaser's title to or use and enjoyment of the corresponding Purchased Assets based on or related to any such Claims or Interests or based on any action the Debtors may take in their chapter 11 cases.

12. If any person or entity that has filed financing statements, mortgages, mechanic's claims, *lis pendens*, or other documents or agreements evidencing claims against the Debtors or in the Purchased Assets shall not have delivered to the Debtors prior to Closing of the Sale, in proper form

for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, and/or releases of all Claims or Interests that the person or entity has with respect to the Debtors or the Purchased Assets or otherwise, then only with regard to the Purchased Assets that are purchased by the Purchaser pursuant to the Asset Purchase Agreement and this Order: (a) the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Purchased Assets; (b) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Claims or Interests against the Purchaser Parties and the Purchased Assets; and (c) upon consummation of the Sale, the Purchaser may seek in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction, and releases of all Claims or Interests that are extinguished or otherwise released pursuant to this Order under section 363 of the Bankruptcy Code and any other provisions of the Bankruptcy Code with respect to the Purchased Assets. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office.

13. Notwithstanding the foregoing or anything else herein to the contrary, the provisions of this Order authorizing the Sale and assignment of the Purchased Assets (including any Assumed Contracts) free and clear of Claims or Interests shall be self-executing and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents,

or other instruments to effectuate, consummate, and implement the provisions of this Order. The transfer of the Purchased Assets (including any Assumed Contracts) to the Purchaser pursuant to the Asset Purchase Agreement and the other Transaction Documents does not require any consents or further documentation other than as specifically provided for in this Order.

14. Effective upon Closing, all persons and entities are forever prohibited and enjoined from commencing or continuing in any matter any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against the Purchaser or any other Purchaser Parties or any of their respective assets (including, without limitation, the Purchased Assets), with respect to any (a) claim in these chapter 11 cases or in connection with or related to the Sale or the Debtors or (b) Successor or Transferee Liability (defined below), including, without limitation, the following actions with respect to clauses (a) and (b): (i) commencing or continuing any action or other proceeding pending or threatened; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting, or enforcing any lien, claim, interest, or encumbrance; (iv) asserting any set-off, right of subrogation, or recoupment of any kind; (v) commencing or continuing any action in any manner or place that does not comply with, or is inconsistent with, the provisions of this Order or other orders of this Court, or the agreements or actions contemplated or taken in respect hereof; or (vi) revoking, terminating, failing, or refusing to renew any License (defined below) to operate any business in

connection with the Purchased Assets or conduct any of the businesses operated with respect to such assets.

Additional Injunction; No Successor or Transferee Liability

15. Effective as of the Closing and except as expressly set forth in the Asset Purchase Agreement with respect to the Permitted Liens and Assumed Liabilities, all persons are forever prohibited and permanently enjoined from (a) commencing or continuing in any manner any action or other proceeding, the employment of process, or any act (whether in law or equity, in any judicial, administrative, arbitral, or other proceeding), to collect, recover, or set off any Claims or Interests; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order with respect to any Claims or Interests; (c) creating, perfecting, or enforcing any Interest; or (d) asserting any setoff that was not taken prepetition or right of subrogation of any kind with respect to any Claims or Interests, in each case as against the Purchaser or any other Purchaser Party, or any of their respective property or assets, including the Purchased Assets.

16. The Purchaser shall not be deemed, as a result of any action taken in connection with the Asset Purchase Agreement, the consummation of the Sale, or the transfer, operation, or use of the Purchased Assets to (a) be a legal successor or otherwise be deemed a successor to the Debtors, (b) have, *de facto* or otherwise, merged with or into the Debtors, or (c) be an alter ego or a mere continuation or substantial continuation of the Debtors or the enterprise of the Debtors, including, without limitation, within the meaning of any foreign, federal, state, or local revenue law, pension

law, the Employee Retirement Income Security Act of 1974 (as amended), tax law, labor law, products liability law, employment law, environmental law, or other law, rule, or regulation (including, without limitation, filing requirements under any such laws, rules, or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule, or regulation.

17. Immediately prior to Closing, the Purchaser was not an "insider" or "affiliate" of the Debtors, as those terms are defined in the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stockholders existed between the Purchaser and the Debtors.

18. Other than as expressly set forth in the Asset Purchase Agreement with respect to the Permitted Liens and Assumed Liabilities, the Purchaser shall not have any responsibility for (a) any liability or other obligation of the Debtors or related to the Purchased Assets or (b) any claims against the Debtors or any of their predecessors or affiliates. Except as expressly provided in the Asset Purchase Agreement with respect to the Permitted Liens and Assumed Liabilities, the Purchaser shall not have any liability whatsoever with respect to the Debtors' (or their predecessors' or affiliates') respective businesses or operations or any of the Debtors' (or their predecessors' or affiliates') obligations (as defined herein, "Successor or Transferee Liability") based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or based upon any theory of antitrust, environmental, successor, or transferee liability, *de facto*

merger or substantial continuity, labor and employment or products liability, whether known or unknown as of Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including, without limitation, liabilities on account of (a) any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the Purchased Assets or the Assumed Liabilities or the Permitted Liens prior to Closing or in respect of pre-Closing periods or (b) any plan, agreement, practice, policy, or program, whether written or unwritten, providing for pension, retirement, health, welfare, compensation or other employee benefit which is or has been sponsored, maintained, or contributed to by any Debtor or with respect to which any Debtor has any liability, whether or not contingent.

Good Faith Purchaser

19. The Sale contemplated by the Asset Purchase Agreement is undertaken by the Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale unless such authorization and consummation of such Sale (including, without limitation, the assumption and assignment of the Assumed Contracts) are duly and properly stayed pending such appeal.

20. Neither the Debtors nor the Purchaser or any Purchaser Party has engaged in any action or inaction that would cause or permit the Sale to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code. The consideration provided by the

Purchaser for the Purchased Assets under the Asset Purchase Agreement is fair and reasonable and the Sale may not be avoided, and costs and damages may not be imposed, under section 363(n) of the Bankruptcy Code.

Assumption and Assignment of Assumed Contracts

21. Subject to paragraph 30 of this Order, upon the Closing, the Debtors are authorized and directed to assume and assign the Assumed Contracts (if any) to the Purchaser free and clear of all Claims or Interests in accordance with the Assumption and Assignment Procedures described in the Motion. The payment of the applicable Cure Amounts (if any) shall: (a) effect a cure of all defaults existing thereunder as of the Closing; (b) compensate for any actual pecuniary loss to such non-Debtor party resulting from such default; and (c) together with the assumption of the Assumed Contracts by the Purchaser, constitute adequate assurance of future performance thereof. The Purchaser shall then have assumed the Assumed Contracts and, pursuant to section 365(f) of the Bankruptcy Code, the assignment by the Debtors thereof shall not be a default thereunder. After the payment of the relevant Cure Amounts, neither the Debtors nor the Purchaser shall have any further liabilities to the non-Debtor parties to the Assumed Contracts other than the Purchaser's obligations under the Assumed Contracts (if any) that become due and payable after the Closing.

22. Subject to paragraph 30 of this Order, the Assumed Contracts shall, as of the Closing, be valid and binding on the Purchaser and the other non-Debtor counterparties thereto, and in full force and effect and enforceable in accordance with their respective terms. Following

such assignment, the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any liability under the Assumed Contracts. Any party that may have had the right to consent to the assignment of any Contract has received adequate notice of the proposed assignment of such Contract and is deemed to have consented for the purposes of section 365(e)(2)(A) of the Bankruptcy Code.

23. To the extent any provision (including any "change of control" provision) in any Assumed Contract (a) prohibits, restricts, or conditions, or purports to prohibit, restrict, or condition, including the imposition of any fee, payment or penalty as a result of or in connection with, such assumption or assignment, or (b) is modified, breached, or terminated, or deemed modified, breached, or terminated by any of the following: (i) the commencement of these chapter 11 cases; (ii) the insolvency or financial condition of any Debtor at any time before the closing of these chapter 11 cases; (iii) any Debtor's assumption or assumption and assignment (as applicable) of such Assumed Contract; or (iv) the consummation of the Sale, then such provision shall be deemed modified so as to not entitle the non-Debtor counterparty thereto to prohibit, restrict, or condition such assumption or assignment, to modify or terminate such Assumed Contract, or to exercise any other default related rights or remedies with respect thereto, including any such provision that purports to allow the applicable non-Debtor counterparty thereto to recapture such Assumed Contracts, impose any penalty thereunder, condition any renewal or extension thereof, impose any rent acceleration or assignment fee, or increase or otherwise impose any other fees,

payments, penalties or other charges in connection therewith. All such provisions constitute unenforceable anti-assignment provisions that are void and of no force and effect pursuant to sections 365(b), 365(e), and 365(f) of the Bankruptcy Code.

24. Subject to paragraph 30 of this Order, all requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser of the Assumed Contracts have been satisfied. Upon Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested with all rights, title and interest of the Debtors under the Assumed Contracts, and each Assumed Contract shall be fully enforceable by the Purchaser in accordance with its terms and conditions. Upon and as of the Closing, the Purchaser shall be deemed to be substituted for the Debtors as a party to the applicable Assumed Contracts.

25. Subject to paragraph 30 of this Order, the Purchaser has provided adequate assurance of its future performance under the Assumed Contracts within the meaning of sections 365(b)(l)(C) and 365(f)(2)(B) of the Bankruptcy Code.

26. There shall be no rent accelerations, assignment fees, increases (including advertising rates) or any other fees charged to the Purchaser or the Debtors as a result of the assumption and assignment of the Assumed Contracts.

27. Subject to paragraph 30 of this Order, from and after the Contract Objection Deadline, each non-Debtor party to a Contract shall (i) be forever barred from objecting to the Cure

Amount and from asserting any additional cure or other amounts with respect to such Assumed Contracts and the Debtors and the Purchaser shall be entitled to rely solely upon the Cure Amounts on the applicable Assumption Notice, and (ii) be forever barred and estopped from asserting or claiming against the Debtors, any purchaser of the Debtors' assets, including the Purchaser, and any assignee of any Assumed Contracts that any additional amounts as of the date of assignment are due or defaults exist under any Assumed Contracts.

28. Any Contracts proposed to be assumed and assigned to Purchaser for which there is a timely objection outstanding, which was not resolved between the Debtors or the Purchaser and non-Debtor party to such Contract or by the Court at the Sale Hearing, with respect solely to the Cure Amount may be assumed and assigned prior to resolution of such objection, so long as (i) the Debtors or Purchaser, as applicable, in accordance with the Asset Purchase Agreement, pay any undisputed portion of the Cure Amount on or before the Closing, and (ii) the Debtors or the Purchaser agrees to pay the disputed portion of the Cure Amount pending resolution of the dispute and if so required thereunder. The assumption and assignment of any such Contracts shall be effective immediately upon the payment of the undisputed Cure Amount, without the need for further order of the Court.

29. Subject to paragraph 30 of this Order, pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, all parties to the Assumed Contracts are forever barred and enjoined from raising or asserting against Purchaser any assignment fee, default, breach or claim for pecuniary

loss, or condition to assignment, arising under or related to the Assumed Contracts existing as of the Closing or arising by reason of the Closing.

30. Notwithstanding anything herein to the contrary, the rights asserted under any timely filed objection to an Assumption Notice are preserved pending further order of the Court or resolution of any such objection by agreement among the Debtors, the Purchaser, and the applicable counterparty. With respect to any contract for which a Supplemental Assumption Notice (as defined in the Bidding Procedures Order) has been filed and served in accordance with the Bidding Procedures Order, the counterparty to such contract shall retain the right to object to the proposed assumption and assignment of such contract or the Cure Amount proposed with respect to such contract, until the applicable deadline set forth in such Supplemental Assumption Notice, which in accordance with the Bidding Procedures Order shall be no less than ten calendar days after such Supplemental Assumption Notice is served.

31. The assignments of each Assumed Contract are made in good faith under sections 363(b) and (m) of the Bankruptcy Code.

32. The failure of the Debtors or the Purchaser to enforce at any time one or more terms or conditions of any Assumed Contract shall not be a waiver of such terms or conditions, or of its respective rights to enforce every term and condition of the Assumed Contracts.

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Other Provisions

33. To the maximum extent permitted by applicable law and the Asset Purchase Agreement and other Transaction Documents, the Purchaser shall be authorized, as of Closing, to operate under any license, permit, registration, and governmental authorization or approval (collectively, the "Licenses") of the Debtors with respect to the Purchased Assets.

34. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or License relating to the Purchased Assets sold, transferred, or conveyed to the Purchaser on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale contemplated by the Asset Purchase Agreement.

35. The Asset Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in writing and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates. The Debtors shall provide the Committee and the U.S. Trustee with notice of any such modification, amendment, or supplement of the Asset Purchase Agreement.

36. The Purchased Assets and the proceeds thereof constitute Prepetition Collateral and Adequate Protection Collateral of the Prepetition Secured Parties. Upon the Closing of the Sale, before making any distribution of Sale proceeds to any other party, and as a condition precedent to the effectiveness of the relief granted under paragraphs 12–14 of this Order with

respect to the Prepetition Loan Documents, Prepetition Collateral, Adequate Protection Collateral, or Prepetition Secured Parties, the Debtors shall indefeasibly pay or cause to be paid to the Prepetition Agent, in immediately available funds and for the benefit of the Prepetition Secured Parties, all of the outstanding obligations due under the Prepetition Loan Documents, including, without limitation, all unpaid principal, accrued and unpaid interest (including default interest), fees, costs, charges, and expenses, including, subject to the terms of this paragraph 35, Accrued Lender Fees. The Debtors shall provide the Prepetition Secured Parties with at least two business days' notice of the Closing of the Sale. If the Prepetition Secured Parties submit invoices with respect to Accrued Lender Fees at least one day prior to the Closing of the Sale, such Accrued Lender Fees shall be paid by the Debtors upon the Closing of the Sale but shall remain subject to a complete reservation of the rights of the Review Parties under paragraph 13 of the Cash Collateral Order until the expiration of the Review Period. Any Accrued Lender Fees for which invoices are not submitted to the Debtors at least one day prior the Closing of the Sale shall be paid by the Debtors in accordance with the terms of the Cash Collateral Order. Capitalized terms used in this paragraph 35 but not defined in this Order shall the meanings ascribed to them in the *Final Order (I) Authorizing Postpetition Use of Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, and (III) Granting Related Relief* [Docket No. 400] (the "Cash Collateral Order").

37. Notwithstanding anything to the contrary in this Order, nothing in this Order limits, or shall be construed as limiting, the Project Group's (as defined in the Settlement Order (as defined below)) rights under the Settlement Agreement (as defined in the *Order Granting Expedited Motion of the Debtors for Entry of an Order (I) Authorizing and Approving Settlement and Release Agreement, and (II) Granting Related Relief* [Docket No. 283] (the "Settlement Order")).

38. Notwithstanding anything to the contrary in this Order, nothing in this Order limits, or shall be construed as limiting, any intellectual property licensee's rights under the Bankruptcy Code including section 365(n). Notwithstanding anything to the contrary in this Order, the sale and transfer of the Purchased Assets is subject to and not free and clear of any intellectual property licensee's rights under section 365(n) of the Bankruptcy Code.

39. Notwithstanding anything to the contrary in this Order, the Debtors cannot sell any property that is not property of the Debtors or the Debtors' estates. The reservations of rights asserted in the following responses by their respective objectors (the "Limited Objectors") are preserved: the *Leeward Parties' Objection And Reservation of Rights to Sale* [Docket No. 626], the *Limited Objection of Solar Carver 1, LLC and Solar Carver 3, LLC to Approval of Sale and Entry of Order Authorizing the Sale of Debtors' Property Free and Clear of All Causes of Action and Claims* [Docket No. 619], and *EsVolta, LP's Notice of Lien and Reservation of Rights* [Docket No. 488] and the Debtors are directed not to sell any property of such Limited Objectors. For the avoidance of doubt, except as otherwise contained herein, nothing in this paragraph impacts the rights of the Leeward Parties and Solar Carver and/or the rights and obligations of the parties to

the Asset Purchase Agreement, and the property itemized in the schedules provided by Solar Carver, attached hereto as **Schedule 2(a)**, and by the Leeward Parties, attached hereto as **Schedule 2(b)**, shall expressly be treated as Excluded Assets under the Asset Purchase Agreement.

40. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted with respect to the Debtors to the extent necessary, without further order of the Court, (a) to allow the Purchaser to give the Debtors any notice provided for in the Asset Purchase Agreement, (b) to allow the Purchaser to take any and all actions permitted by the Asset Purchase Agreement and the Transaction Documents in accordance with the terms and conditions thereof, including, without limitation, effectuating the Sale and the other transactions contemplated by the Asset Purchase Agreement and the Transaction Documents, and (c) to otherwise implement the terms and provisions of the Asset Purchase Agreement, the Transaction Documents, and this Order.

41. The terms and provisions of the Asset Purchase Agreement, and this Order shall be binding in all respects upon the Debtors, their Affiliates, their estates, all creditors (whether known or unknown) of and holders of equity interests in any Debtor, any holders of claims against or on all or any portion of the Purchased Assets, the Purchaser, and all of their respective successors and assigns, including, but not limited to, as applicable, any subsequent trustee(s), examiner(s), or receiver(s) appointed in any of the Debtors' chapter 11 cases or upon conversion to chapter 7 under the Bankruptcy Code, as to which the terms and provisions of such trustee(s), examiner(s), or receiver(s) likewise shall be binding. The Asset Purchase Agreement shall not be subject to

rejection or avoidance by the Debtors, their estates, their creditors, their shareholders, or any trustee(s), examiner(s), receiver(s), or any other successor parties in interest.

42. The terms and provisions of this Order and any actions taken pursuant hereto shall survive entry of any order which may be entered: (a) confirming any chapter 11 plan in any of these chapter 11 cases; (b) converting any of the chapter 11 cases to a case under chapter 7 of the Bankruptcy Code; (c) dismissing any of the chapter 11 cases; (d) transferring venue of the chapter 11 cases to a court other than this Court; or (e) pursuant to which this Court abstains from hearing any of the chapter 11 cases. The terms and provisions of this Order, notwithstanding the entry of any such orders described in (a)–(e) above, shall continue in these chapter 11 cases or following dismissal of these chapter 11 cases.

43. Each and every federal, state, and local governmental agency, department, or official is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement and the Transaction Documents.

44. The Asset Purchase Agreement and the Sale contemplated hereunder shall not be subject to any bulk sales laws or any similar law of any state or jurisdiction.

45. This Order is and shall be binding upon all persons and entities that may be required by operation of law, the duties of their office, or contract to accept, file, register, or otherwise record or release any documents or instruments, or that may be required to report or insure any title or state

of title in or to any property; and each of the foregoing persons and entities shall accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Asset Purchase Agreement.

46. To the extent there are any inconsistencies between this Order, the Motion, the Bidding Procedures Order, the Bidding Procedures, the Asset Purchase Agreement, and the Transaction Documents, the terms of this Order shall control.

47. Except to the extent expressly provided herein, notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any prepetition claim, interest, or lien against a Debtor entity; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any prepetition claim, interest, or lien on any grounds; (c) a promise or requirement to pay prepetition claims; (d) a waiver of the obligation of any party in interest to file a proof of claim; (e) an implication or admission that any particular claim, interest, or lien is of a type specified or defined in the Motion or this Order; (f) an authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (g) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law.

48. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d), 7062, and 9014 or any other Bankruptcy Rules or Local Rules to the contrary, the terms and

conditions of this Order shall be effective and enforceable immediately upon entry, and the Debtors and the Purchaser are authorized to close the Sale immediately upon entry of this Order.

49. Notice of the Motion, the Sale Hearing, the Asset Purchase Agreement, the Sale, and the proposed assumption and assignment of the Assumed Contracts, as provided therein, including through distribution of the Sale Notice and the Assumption Notice shall be deemed good and sufficient notice of such Motion, the Sale Hearing, the Asset Purchase Agreement, the Sale, and the proposed assumption and assignment of the Assumed Contracts, and the requirements of Bankruptcy Rules 2002, 6004(a), and 6004(c) and the Local Rules are satisfied by such notice. The Sale Notice is hereby approved.

50. The rules of construction set forth in section 9.15 of the Asset Purchase Agreement shall apply to this Order, with necessary modifications.

51. The Debtors are authorized and directed to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

52. This Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b), to, among other things, (a) interpret, implement, and enforce the terms and provisions of this Order, the Asset Purchase Agreement, the other Transaction Documents, any amendments thereto, and any waivers and consents given thereunder; (b) compel delivery of the Purchased Assets to the Purchaser; (c) enforce the injunctions and limitations of liability set forth in this

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Order; and (d) enter any orders under sections 363 and 365 of the Bankruptcy Code with respect to the Assumed Contracts.

Schedule 1

Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

by and among

FLEXGEN POWER SYSTEMS, LLC,

POWIN, LLC

and

its direct and indirect subsidiaries signatory hereto

July 6, 2025

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Exhibit A - Form of Bill of Sale
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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of July 6, 2025, by and among Powin, LLC, a Delaware limited liability company ("Powin"), and Powin's direct and indirect subsidiaries that are signatories below (together with Powin, "Sellers" or the "Debtors"), and FlexGen Power Systems, LLC, a Delaware limited liability company (together with its permitted successors, designees and assigns, "Buyer"). Sellers and Buyer are referred to collectively herein as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in Article I.

WHEREAS, Sellers presently conduct the business of providing service solutions using the Seller's proprietary intellectual property, cloud-based software, support systems, analytics and reporting and monitoring capabilities for battery energy storage systems (collectively, the "Business");

WHEREAS, on June 9, 2025 (the "Petition Date"), Sellers filed voluntary petitions for relief (the "Chapter 11 Cases") pursuant to Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code");

WHEREAS, the Parties entered into a debtor-in-possession credit facility, pursuant to which certain lenders agreed to provide a secured super-priority debtor-in-possession loan facility to the Debtors pursuant to the DIP Order (as defined below) and the DIP Loan Documents (as defined below) (such credit facility, the "DIP Facility");

WHEREAS, Sellers desire to sell, transfer and assign to Buyer, and Buyer desires to acquire and assume from Sellers, pursuant to Sections 363 and 365 of the Bankruptcy Code, the Purchased Assets and the Assumed Liabilities upon the terms and subject to the conditions set forth herein;

WHEREAS, Sellers intend to seek entry of Sale Procedures Order by the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") upon the terms and subject to the conditions set forth herein and in the Sale Procedures Order;

WHEREAS, Sellers intend to seek the entry of the Sale Order by the Bankruptcy Court approving this Agreement and authorizing Sellers to consummate the Contemplated Transactions upon the terms and subject to the conditions set forth herein and in the Sale Order;

WHEREAS, the independent manager or other applicable governing body of each Seller has determined that it is advisable and in the best interests of such Seller's estate and the beneficiaries of such estate to consummate the Contemplated Transactions provided for herein pursuant to the Sale Procedures Order and the Sale Order and has approved this Agreement, subject to higher and better offers as contemplated by the Sale Procedures Order;

WHEREAS, the Contemplated Transactions are subject to the approval of the Bankruptcy Court, subject to higher and better offers as contemplated by the Sale Procedures Order, and will be consummated only pursuant to the Sale Order to be entered by the Bankruptcy Court; and

WHEREAS, concurrently with the execution and delivery of this Agreement, Buyer, Sellers and the Escrow Agent shall have entered into the Escrow Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

ARTICLE I
DEFINITIONS

"503(b)(9) Claim" means an Administrative Claim against any Seller under Section 503(b)(9) of the Bankruptcy Code.

"Accounts Receivable" means (a) all accounts, accounts receivable, contractual rights to payment, notes, notes receivable, negotiable instruments, chattel paper, and vendor and supplier rebates of Sellers and (b) any security interest, claim, remedy or other right related to any of the foregoing.

"Administrative Claim" means an allowed Claim arising under Sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

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

"Alternate Transaction" means the sale, transfer or other disposition (or agreement to sell, transfer or otherwise dispose) of all or any material portion of the Purchased Assets (whether effected (or to be effected) pursuant to a reorganization, merger, consolidation, business combination, joint venture, partnership, sale of assets, plan of reorganization or liquidation, or restructuring or similar transaction), in a transaction or series of transactions, other than the Contemplated Transactions; provided, that with respect to any series of related transactions described herein, the first such transaction in such series constitutes an "Alternate Transaction" for purposes of Section 8.1 and Section 8.3.

"Assignment and Assumption Agreement" means a duly executed assignment and assumption agreement, substantially in the form attached as Exhibit B hereto.

"Assumed Contract List" means Schedule 2.6(a) hereto.

"Assumed Contracts" means those Leases and Contracts that have been assumed by Sellers and assigned to Buyer pursuant to Section 2.6 and Section 365 of the Bankruptcy Code, which, for

the avoidance of doubt shall not include any Non-Real Property Contract or Lease that is excluded pursuant to Section 2.6.

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Assumed Permits" means all Permits relating to the Business that are transferable in accordance with their terms and under applicable Law, but excluding all Permits to the extent related exclusively to any Excluded Asset (including any Lease that is not an Assumed Contract).

"Assumption Notice" means the notices provided by Sellers to non-debtor counterparties to Assumed Contracts on (i) July 18, 2025: *Notice of Potentially Assumed Executory Contracts and Unexpired Leases* [Docket No. 446] and (ii) August 11, 2025: *Supplemental Notice of Potentially Assumed Executory Contracts and Unexpired Leases* [Docket No. 722], indicating that the Sellers may assume and assign such contracts to Buyer, including the proposed Cure Amounts necessary to cure all defaults and pay all actual losses under the Assumed Contracts.

"Auction" means the auction for the sale and assignment of the Purchased Assets as specified in the Sale Procedures Order.

"Back-Up Bidder" has the meaning specified in the Sale Procedures Order.

"Back-Up Termination Date" means the first to occur of (a) consummation of an Alternate Transaction, or (b) Buyer's receipt of notice from the Sellers of the release of Buyer's obligations as Back-Up Bidder under any order of the Bankruptcy Court approving bidding procedures in connection with the Contemplated Transactions or an Alternate Transaction.

"Bankruptcy Code" has the meaning set forth in the recitals.

"Bankruptcy Court" has the meaning set forth in the recitals.

"Bill of Sale" means a duly executed bill of sale, substantially in the form attached as Exhibit A hereto.

"Breakup Fee" means a breakup fee equal to $1,100,000.

"Business" has the meaning set forth in the recitals.

"Business Day" means any day other than a Saturday, a Sunday or a day on which banks located in New York, New York shall be authorized or required by Law to close.

"Buyer" has the meaning set forth in the preamble.

"Buyer Released Parties" has the meaning set forth in Section 5.8.

"Chapter 11 Cases" has the meaning set forth in the recitals.

"Claim" means a "claim" as defined in section 101(5) of the Bankruptcy Code, whether arising before or after the Petition Date.

"Closing" means the closing of the transactions contemplated by this Agreement, which shall be deemed to have occurred at 12:01 p.m. (prevailing Eastern Time) on the Closing Date.

"Closing Date" means the second (2nd) Business Day after the date on which all conditions to the obligations of Sellers and Buyer to consummate the Contemplated Transactions set forth in Article VII (other than conditions with respect to actions Sellers and/or Buyer will take at the Closing itself, but subject to the satisfaction or waiver of those conditions) have been satisfied or waived by the Party entitled to waive that condition, or at such other time or on such other date as shall be mutually agreed upon by Sellers and Buyer prior thereto.

"Committee" means the official committee of unsecured creditors appointed in the Chapter 11 Cases.

"Consent" means any approval, consent, ratification, permission, clearance, designation, qualification, waiver or authorization, or an order of the Bankruptcy Court that deems or renders any of the foregoing unnecessary.

"Contemplated Transactions" means the sale by Sellers to Buyer, and the purchase by Buyer from Sellers, of the Purchased Assets and the assumption by Buyer of the Assumed Liabilities.

"Contract" means any written or oral agreement, contract, lease, sublease, indenture, mortgage, instrument, guaranty, loan or credit agreement, note, bond, customer order, purchase order, sales order, sales agent agreement, supply agreement, development agreement, joint venture agreement, promotion agreement, license agreement, contribution agreement, partnership agreement or other arrangement, understanding, permission or commitment that, in each case, is legally-binding.

"Credit Bid" means a credit bid by the Buyer pursuant to section 363(k) of the Bankruptcy Code.

"Credit Card Receivables" means all Accounts Receivable and other amounts owed to any Seller (whether current or non-current) in connection with any customer purchases from any Seller that are made with credit cards or any other related amounts owing (including deposits or holdbacks to secure chargebacks, offsets or otherwise) from credit card processors to Sellers.

"Cure Amount Cap" has the meaning set forth in Section 2.3(a).

"Cure Amounts" has the meaning set forth in Section 2.6(b).

"Cure Objection" means an objection by a non-debtor counterparty to an Assumed Contract regarding the proposed Cure Amount necessary to cure all defaults and pay all actual pecuniary losses under the Assumed Contract, as set forth in the Assumption Notice.

"Current Employees" means all individuals employed by Sellers as of the day before the Closing Date, whether active or not (including those on short-term disability, leave of absence, paid or unpaid, or long-term disability).

"Dataroom" has the meaning set forth in Section 4.7.

"Data Security Requirements" means, collectively, all of the following to the extent relating to access, collection, use, processing, storage, sharing, distribution, transfer, disclosure, security, destruction, or disposal of any personal, sensitive, or confidential information or data (whether in electronic or any other form or medium), including any personal information protected under applicable laws, rules, or regulations, otherwise relating to privacy, security, or security breach notification requirements and applicable to the Sellers or to the conduct of the Business: (i) the Sellers' own rules, policies, and procedures; (ii) all applicable laws, rules and regulations; (iii) industry standards applicable to the industry in which the Business operates; and (iv) contracts into which the Sellers have entered or by which they are otherwise bound.

"DIP Budget" shall have the same meaning as the term "Approved Budget" as defined in the DIP Order.

"DIP Indebtedness" means all "DIP Obligations" as defined in the DIP Order.

"DIP Lenders" shall have the same meaning given such term in the DIP Order.

"DIP Loan Documents" shall have the meaning given such term in the DIP Order.

"DIP Order" means as of any date of determination (i) the *Interim Order (I) Authorizing Debtors to Obtain Postpetition Financing Pursuant to Section 364 of the Bankruptcy Code, (II) Authorizing the Use of Cash Collateral Pursuant to Section 363 of the Bankruptcy Code, (III) Granting Adequate Protection to the Prepetition Secured Parties Pursuant to Sections 361, 362, 363 and 364 of the Bankruptcy Code, (IV) Granting Liens and Superpriority Claims, (V) Modifying Automatic Stay, and (VI) Scheduling a Final Hearing* that was entered by the Bankruptcy Court on June 26, 2025 (the "Interim Order") or (ii) the Final Order (as defined in the Interim Order), whichever such Order is then in effect.

"DIP Secured Parties" shall have the same meaning given such term in the DIP Order.

"Decree" means any judgment, decree, ruling, decision, opinion, injunction, assessment, attachment, undertaking, award, charge, writ, executive order, judicial order, administrative order or any other order of any Governmental Entity.

"Deposit" has the meaning set forth in Section 2.11(a).

"Disclosure Schedule" has the meaning set forth in Article III.

"Employee Benefit Plan" means (a) any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA), (b) employment, consulting, severance, termination protection, change in control, transaction bonus, retention or similar plan, program, policy, agreement or arrangement and (c) any other benefit or compensation plan, program, agreement or arrangement of any kind, providing for compensation, bonuses, profit-sharing, or other forms of incentive or deferred compensation, vacation benefits, insurance, medical, dental, vision, prescription or fringe benefits, life insurance, disability or sick leave benefits or post-employment or retirement benefits, in each

case, maintained or contributed to by any Seller or in which any Seller participates or participated and that provides benefits to any Current Employee or Former Employee.

"Employee Roster" has the meaning set forth in Section 3.9.

"Environmental Laws" all applicable Laws concerning pollution or protection of the environment, human health and safety, and natural resources.

"ERISA" means the United States Employee Retirement Income Security Act of 1974.

"Escrow Agent" means Stretto, Inc.

"Escrow Agreement" means that certain Escrow Agreement, dated on or about the date hereof, by and among the Sellers, Buyer and the Escrow Agent.

"Excluded Assets" has the meaning set forth in Section 2.2.

"Excluded Claims" means all rights (including rights of set-off and rights of recoupment), refunds, claims, counterclaims, demands, causes of action and rights to collect damages of Sellers against third parties (including, without limitation, avoidance actions and claims against the Sellers' former officers, managers, independent managers, directors, employees, equity holders, private equity sponsors, or lenders, in each case in their capacity as such, or any other person or entity subject to investigation by the Committee pursuant to that final cash collateral order entered by the Bankruptcy Court, including, without limitation, those set forth on Schedule 1 to this Agreement). Notwithstanding the foregoing, "Excluded Claims" do not include any such rights with respect to (i) the Intellectual Property owned by the Sellers as of the time immediately preceding the Closing or (ii) any causes of action by a Seller against any of its customers, including, without limitation, avoidance claims or causes of action under Chapter 5 of the Bankruptcy Code, other than (A) the Specified Customer Claim and (B) any claim, if any, with respect to any customer of the Debtors to the extent such claim arose in a role other than as a customer of the Debtors (including but not limited to such customer's role as a former officer, manager, independent manager, director, employee, equity holder, private equity sponsor, or lender of the Debtors) (all such rights that pursuant to this sentence are excluded from the "Excluded Claims," collectively, the "IP and Customer Claims").

"Excluded Contracts" means any Contract or Lease that is not designated as an Assumed Contract pursuant to Section 2.6, including any Contract or Lease that the Buyer elects to exclude from assumption and assignment, whether due to a Cure Objection or any other reason, in accordance with the terms of this Agreement.

"Excluded Liabilities" has the meaning set forth in Section 2.4.

"Expense Reimbursement" means an expense reimbursement of the reasonable and documented out of pocket expenses associated with this Agreement in an aggregate amount not to exceed $500,000.

"Express Representations" has the meaning set forth in Section 4.7.

"Final Order" means an order of the Bankruptcy Court, which is in full force and effect, which has not been modified, amended, reversed, vacated or stayed and as to which the time to file an appeal, a motion for rehearing or reconsideration or a petition for writ of certiorari has expired and no such appeal, motion or petition is pending.

"Fixed Assets" has the meaning set forth in Section 2.1(d).

"Former Employees" means all individuals who have been employed by the Sellers (or any of their predecessors) who are not Current Employees.

"GAAP" means United States generally accepted accounting principles as in effect from time to time.

"Governmental Entity" means any United States federal, state or local or non-United States governmental or regulatory authority, agency, commission, court, body or other governmental entity.

"Hazardous Substance" means any toxic or hazardous material, substance or waste as to which Liability or standards of conduct may be imposed under any Environmental Laws.

"Insurance Policy" means each primary, excess and umbrella insurance policy, bond and other forms of insurance owned or held by or on behalf, or providing insurance coverage to the Business, Sellers and their operations, properties and assets, including, without limitation, all stop-loss insurance policies with respect to Sellers' self-insured medical and/or dental insurance programs.

"Intellectual Property" means any and all rights, title and interest in or relating to intellectual property of any type, which may exist or be created under the Laws of any jurisdiction throughout the world, including: (a) patents and patent applications, together with all reissues, continuations, continuations-in-part, divisionals, extensions and reexaminations in connection therewith; (b) trademarks, service marks, trade dress, logos, slogans, trade names, service names, brand names, Internet domain names and all other source or business identifiers and general intangibles of a like nature, along with all applications, registrations and renewals in connection therewith, and all goodwill associated with any of the foregoing; (c) rights associated with works of authorship, including exclusive exploitation rights, mask work rights, copyrights, database and design rights, whether or not registered or published, all registrations and recordations thereof and applications in connection therewith, along with all extensions and renewals thereof; (d) trade secrets; (e) rights in software and firmware, data files, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation, internally developed automation scripts, and administrative tools; and (f) all other intellectual property rights related to the Business or held by any Seller.

"Intellectual Property Assignments" has the meaning set forth in Section 2.9(a).

"Inventory Premises" means the locations of the Purchased Inventory and/or Fixed Assets leased, held or operated pursuant to the Inventory Premises Agreements.

"Inventory Premises Agreements" means the agreements set forth on Schedule 6.11.

"Inventory Premises Maintenance Period" has the meaning set forth in Section 6.11.

"IRC" means the United States Internal Revenue Code of 1986, as amended.

"IRS" means the Internal Revenue Service.

"IT Systems" means any and all information, payment and communications technologies owned or controlled by the Sellers, including all computers, hardware, software (whether in object or source code form), databases, servers, workstations, routers, hubs, switches, data communication lines, networks and all other information technology systems, included therein.

"Law" means any federal, state, provincial, local, municipal, foreign or international, multinational or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, determination, decision, opinion or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Entity, or court of competent jurisdiction, or other legal requirement or rule of law, including applicable building, zoning, subdivision, health and safety and other land use Laws.

"Leased Real Property" means all (a) leasehold or sub-leasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in real property which is used in or otherwise related to the Business, including the right to all security deposits and other amounts and instruments deposited by or on behalf of Sellers thereunder, and (b) any buildings, structures, improvements and fixtures located on any Leased Real Property which are owned by Seller, regardless of whether title to such buildings, structures, improvements or fixtures are subject to reversion to the landlord or other third party upon the expiration or termination of the Lease for such Leased Real Property ("Leasehold Improvements").

"Leasehold Improvements" has the meaning set forth in the definition of "Leased Real Property".

"Leases" means all leases, subleases, licenses, concessions and other Contracts, including all amendments, extensions, renewals, guaranties and other agreements with respect thereto, in each case pursuant to which any Seller holds any Leased Real Property.

"Liability" means, as to any Person, any debt, Claim, liability (including any liability that results from, relates to or arises out of tort or any other product liability claim), duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution, or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred, or asserted or when the relevant events occurred or circumstances existed.

"Lien" means any lien (as defined in Section 101(37) of the Bankruptcy Code), encumbrance, demand, charge, mortgage, deed of trust, option, pledge, security interest or similar

interests, title defects, hypothecations, easements, rights of way, encroachments, judgments, conditional sale or other title retention agreements and other similar impositions, imperfections or defects of title or restrictions on transfer or use (whether known or unknown, secured or unsecured or in the nature of setoff or recoupment, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or nonmaterial, disputed or undisputed, whether arising prior to or subsequent to the commencement of the Chapter 11 Cases, and whether imposed by agreement, understanding, Law, equity, or otherwise, including claims otherwise arising under doctrines of successor liability).

"Litigation" means any action, cause of action, suit, claim, investigation, mediation, audit, grievance, demand, hearing or proceeding, whether civil, criminal, administrative or arbitral, whether at law or in equity and whether before any Governmental Entity or arbitrator.

"Material Adverse Effect" means any change, event, effect, development, condition, circumstance or occurrence (when taken together with all other changes, events, effects, developments, conditions, circumstances or occurrences), that (a) is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to the condition (financial or otherwise), value or results of operations of the Purchased Assets (taken as a whole); provided, however, that no change, event, effect, development, condition, circumstance or occurrence related to any of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been a Material Adverse Effect: (i) the filing of a voluntary petition under Chapter 11 of the Bankruptcy Code or the effect, directly or indirectly, of such filing; (ii) acts of war, armed hostilities, sabotage or terrorism, or any escalation or worsening of any such acts of war, armed hostilities, sabotage or terrorism threatened or underway as of the date of this Agreements, except to the extent that such change has a materially disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; (iii) changes in conditions in the U.S. or global economy or capital or financial markets generally, including changes in interest or exchange rates, except to the extent that such change has a materially disproportionate adverse effect on Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; (iv) resulting from any act of God or other force majeure event (including natural disasters); or (v) changes in Law or in GAAP or interpretations thereof; or (b) would reasonably be expected to prevent, materially delay or materially impair to the ability of any Seller to consummate the transactions contemplated by this Agreement or the Related Agreements on the terms set forth herein and therein.

"Non-Real Property Contracts" means the Contracts to which any Seller is a party other than the Leases.

"Offeree" has the meaning set forth in Section 6.4.

"Ordinary Course of Business" means the ordinary and usual course of business of Sellers taken as a whole consistent with past custom and practice and taking into account the commencement of the Chapter 11 Cases.

"Outside Date" means September 12, 2025.

"Parties" has the meaning set forth in the preamble.

"Permit" means any and all franchise, approval, permit (including environmental, construction and operation permits), license, order, registration, certificate, variance, Consent, exemption or similar right issued, granted, given or otherwise obtained or required to be obtained, from or by any Governmental Entity, under the authority thereof or pursuant to any applicable Law.

"Permitted Liens" means (a) with respect to real property, zoning, building codes and other land use Laws regulating the use or occupancy of such real property or the activities conducted thereon which are imposed by any Governmental Entity having jurisdiction over such real property which are not violated by the current use or occupancy of such real property or the operation of the Business, except where any such violation would not, individually or in the aggregate, materially impair the use, operation or transfer of the affected property or the conduct of the Business thereon as it is currently being conducted; (b) easements, covenants, conditions, restrictions and other similar matters affecting title to real property and other encroachments and title and survey defects that do not or would not materially impair value or the use or occupancy of such real property or materially interfere with the operation of the Business at such real property; (c) with respect to Leasehold Improvements, any reversion or similar rights to the landlord or other third party upon expiration or termination of the applicable Lease; and (d) any Liens associated with or arising in connection with any Assumed Liabilities.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or any other entity, including any Governmental Entity or any group or syndicate of any of the foregoing.

"Personal Property Leases" means all leases of personal property relating to personal property used by Sellers or to which any Seller is a party or by which the properties or assets of any Seller are bound, in each case relating to the Business.

"Petition Date" has the meaning set forth in the recitals.

"PII" means "personally identifiable information" within the meaning of section 101(41A) of the Bankruptcy Code.

"Post-Closing Tax Period" means any Tax period beginning after the Closing Date and that portion of a Straddle Period beginning after the Closing Date.

"Pre-Closing Tax Period" means any Tax period ending on or before the Closing Date and that portion of any Straddle Period ending on the Closing Date.

"Priority Claim" means a Claim entitled to priority pursuant to section 507(a) of the Bankruptcy Code.

"Professional Services" means any legal services, accounting services, financial advisory services, investment banking services or any other professional services provided by the Sellers' advisers obtained pursuant to any order of the Bankruptcy Court.

"Property Taxes" means all real property Taxes, personal property Taxes and similar ad valorem Taxes.

"Purchase Consideration" has the meaning set forth in Section 2.5.

"Purchase Price" has the meaning set forth in Section 2.5.

"Purchased Assets" has the meaning set forth in Section 2.1

"Purchased Inventory" means the assets listed on Schedule 2.1(a).

"Qualified Bid" means competing bids qualified for the Auction in accordance with the Sale Procedures Order.

"Records" means the books, records, information, ledgers, files, invoices, documents, work papers, correspondence, customer relationship management software data and records, lists (including customer lists, supplier lists and mailing lists), plans (whether written, electronic or in any other medium), drawings, designs, specifications, creative materials, advertising and promotional materials, marketing plans, studies, reports, data and similar materials related to the Business.

"Registered" means issued by, registered with, renewed by or the subject of a pending application before any Governmental Entity or domain name registrar.

"Related Agreements" means the Escrow Agreement, the Bill of Sale, the Assignment and Assumption Agreement and the Intellectual Property Assignments and any other instruments of transfer and conveyance as may be required under applicable Law to convey valid title of the Purchased Assets to Buyer.

"Representative" means a Person's officers, directors, managers, employees, advisors, representatives (including its legal counsel and its accountants) and agents.

"Retention Fund" means a cash payment of $2,000,000, payable at the Closing, to reimburse the Sellers for employee costs associated with the continuation of the Business and support of its customers through the Closing.

"Sale Hearing" means the hearing conducted in the Bankruptcy Court to seek approval of the Sale Motion and the Contemplated Transactions.

"Sale Motion" means a motion filed by the Sellers with the Bankruptcy Court in connection with the Chapter 11 Cases requesting the entry of the Sale Procedures Order and the Sale Order.

"Sale Order" means an order of the Bankruptcy Court entered in the Chapter 11 Cases consistent with the terms of this Agreement approving the Sale Motion and sale to Buyer in form and substance satisfactory to Buyer.

"Sale Order Deadline" means August 7, 2025, unless extended by Buyer.

"Sale Procedures Order" means an order of the Bankruptcy Court approving the sale procedures relief requested in the Sale Motion in the form attached hereto or otherwise in form and substance satisfactory to Buyer.

"Seller" or "Sellers" has the meaning set forth in the preamble.

"Sellers' Knowledge" (or words of similar import) means the actual knowledge, after due inquiry (which includes reasonable inquiry of such person's direct reports), of each of the individuals listed on Schedule 1.1(a).

"Specified Customer Claim" means the customer claim set forth on Schedule 1.1(b).

"Straddle Period" means any Tax period beginning before or on and ending after the Closing Date.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof (or other persons performing similar functions with respect to such corporation) is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons owns a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity's gains or losses or shall be or control any managing director, managing member, or general partner of such business entity (other than a corporation). The term "Subsidiary" shall include all Subsidiaries of such Subsidiary.

"Successful Bidder" has the meaning specified in the Sale Procedures Order.

"Tax" or "Taxes" means any United States federal, state or local or non-United States income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the IRC), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, real property, personal property, ad valorem, escheat, unclaimed property, sales, use, liquor, cigarette, transfer, value added, alternative or add-on minimum, estimated or other tax of any kind whatsoever (however denominated), whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty or addition thereto, whether or not disputed.

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

"Termination Event" has the meaning set forth in Section 8.1.

"Transfer Tax" means any stamp, documentary, registration, transfer, added-value or similar Tax imposed under any applicable Law in connection with the transactions contemplated by this Agreement.

"Transferring Party" has the meaning set forth in Section 5.1(c).

ARTICLE II
PURCHASE AND SALE

Section 2.1 Purchase and Sale of Purchased Assets. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, on the terms and subject to the conditions set forth in this Agreement (including, without limitation, Section 4.7 below), at the Closing, Buyer shall purchase, acquire and accept from Sellers, and Sellers shall sell, transfer, assign, convey and deliver to Buyer, all of the Seller's right, title and interest in, to and under the Purchased Assets, free and clear of all Liens (other than Permitted Liens and any Liens included in the Assumed Liabilities), for the consideration specified in Section 2.5. "Purchased Assets" shall mean all of the, direct or indirect, right, title and interest of Sellers in, to and under the tangible and intangible assets (including goodwill), properties, rights, going concern value, claims and Contracts used, useful, or held for use in, or related to, the Business (but excluding Excluded Assets) wherever situated and of whatever kind and nature, real or personal, as of the Closing, including:

(a) all Purchased Inventory of Sellers as of the Closing set forth on Schedule 2.1(a) hereto, including all rights of Sellers to receive such Purchased Inventory, supplies and materials which are on order as of the Closing;

(b) all Assumed Contracts that have been assumed by and assigned to Buyer pursuant to Section 2.6;

(c) all Intellectual Property owned by Sellers, including, without limitation, the Intellectual Property set forth on Schedule 2.1(c) hereto;

(d) all items of machinery, equipment, supplies, furniture, fixtures, Leasehold Improvements (to the extent of Sellers' rights to any Leasehold Improvements under the Leases that are Assumed Contracts) owned by Sellers as of the Closing and related to the Business (collectively, "Fixed Assets"), as set forth on Schedule 2.1(d) hereto;

(e) all Records related to the Business, including Records related to Taxes paid or payable by any Seller (provided that Sellers are entitled to retain copies of all Records for legal compliance purposes), but excluding (i) personnel files for Current Employees and Former Employees of Sellers who are not hired by Buyer as of the Closing Date and (ii) any materials exclusively related to any Excluded Assets;

(f) all goodwill associated with the Business or the Purchased Assets, including all goodwill associated with the Intellectual Property owned by Sellers and all rights under any confidentiality agreements executed by any third party for the benefit of any of Sellers to the extent relating to the Purchased Assets and/or the Assumed Liabilities (or any portion thereof);

(g) all rights of Sellers under non-disclosure or confidentiality, noncompete, assignment of inventions, or nonsolicitation agreements with Current or Former Employees, directors, consultants, independent contractors and agents of any of Sellers to the extent relating to the Purchased Assets and/or the Assumed Liabilities (or any portion thereof);

(h) all of the Assumed Permits;

(i) the amount of, and all rights to any, insurance proceeds received by any of Sellers after the date hereof in respect of (i) the loss, destruction or condemnation of any Purchased Assets, occurring prior to, on or after the Closing or (ii) any Assumed Liabilities;

(j) the IP and Customer Claims;

(k) all rights under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers, contractors and any other Person to the extent relating to equipment purchased, or products sold, to Sellers to the extent such equipment or products are included in the Purchased Assets and/or Assumed Liabilities;

(l) all of the Sellers' telephone numbers, e-mail addresses, websites, URLs and internet domain names related to the Business;

(m) all IT Systems, content, text, graphics, pictures, tools, code, log files, usernames, passwords and other log-in information (e.g. security questions and answers and related linkages) or used or held for use in connection with the operation or conduct of the Business and other materials, information and items contained or incorporated in or used or held for use in conjunction therewith, including historical usage and analytics data and all diagrams, data, specifications, user manuals, instructional materials and other documentation, information and data relating thereto; and

(n) all other assets that are related to or used in connection with the Purchased Assets or the Business (but excluding all of the Excluded Assets).

Section 2.2 **Excluded Assets**. Notwithstanding Section 2.1, Buyer expressly understands and agrees that Buyer is not purchasing or acquiring, and the Sellers are not selling or assigning, any right, title or interest (direct or indirect) in or to any of the following assets, properties and rights of Sellers (the "Excluded Assets"):

(a) all cash and cash equivalents of any Seller;

(b) all of Sellers' certificates of formation and other organizational documents, qualifications to conduct business as a foreign entity, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, unit certificates and other documents relating to the organization, maintenance and existence of any Seller as a limited liability company or other entity;

(c) all equity securities of any Seller or securities convertible into, exchangeable, or exercisable for any such equity securities and all net operating losses of any Seller;

(d) all Leases (and related Leased Real Property, if any) and Contracts, in each case, other than the Assumed Contracts;

(e) the Excluded Claims;

(f) any loans or notes payable to any Seller or any of its Affiliates from any employee of any Seller or any of its Affiliates (other than Ordinary Course of Business employee advances);

(g) any (i) Records containing confidential personal private information including confidential personnel and medical Records pertaining to any Current Employees or Former Employees to the extent the disclosure of such information is prohibited by applicable Law, (ii) other Records that Sellers are required by Law to retain and (iii) any Records or other documents relating to the Chapter 11 Cases that are protected by the attorney-client privilege; provided that Buyer shall have the right to make copies of any portions of such retained Records (other than the Records referenced in subsection (iii)) to the extent that such portions relate to the Business or any Purchased Asset;

(h) all Permits other than the Assumed Permits;

(i) all directors' and officers' liability Insurance Policies, including any tail Insurance Policies, including the rights of the directors and officers thereunder for coverage (i.e., advancement of expenses and liability coverage with respect to claims made against such officers and directors); provided that for the avoidance of doubt, any proceeds or right to proceeds under such policies payable or paid to the Seller (other than for purposes of paying, reimbursing or advancing the expenses and liability coverage to or on behalf of any director or officer covered under such policy and payable to a third party with respect to claims made against such director or officer) including for damages and reimbursement for losses or otherwise, shall be payable to Buyer as a Purchased Asset from and after the Closing;

(j) all Employee Benefit Plans;

(k) the assets of Powin EKS SellCo, LLC set forth on Schedule 2.2(j);

(l) the Accounts Receivable of Sellers;

(m) any Tax refunds, credits or other Tax assets of Sellers attributable to Taxes that are Excluded Liabilities; and

(n) the rights of Sellers under this Agreement and the Related Agreements and all consideration payable or deliverable to Sellers under this Agreement.

Section 2.3 **Assumption of Assumed Liabilities**. On the terms and subject to the conditions of this Agreement and the Sale Order, at the Closing (or, with respect to Assumed Liabilities under Assumed Contracts or Assumed Permits that are assumed by Buyer after the Closing, such later date of assumption as provided in Sections 2.6 and Section 2.7), Buyer shall assume from Sellers (and from and after the Closing pay, perform, discharge, or otherwise satisfy in accordance with their respective terms), and Sellers shall irrevocably convey, transfer, and assign to Buyer, the following Liabilities, without duplication and only to the extent not paid prior to the Closing and no other Liabilities (collectively, the "Assumed Liabilities"):

(a) all Cure Amounts under any and all Assumed Contracts; provided, however, that the Buyer shall not be obligated to assume or pay any Cure Amounts with respect to the Assumed Contracts set forth on Schedule 2.3(a) (as the same may be amended from time to time pursuant to Section 2.6) in excess of such Assumed Contract's Cure Amount Cap;

(b) Liabilities under the Assumed Contracts and Assumed Permits solely to the extent arising from and after the Closing Date as well as any Liabilities to the extent arising exclusively out of the Purchased Assets, in each case, solely to the extent arising from and after the Closing Date;

(c) Liabilities expressly assumed by Buyer under the Agreement;

(d) Claims for stub-rent pursuant to section 503(b) of the Bankruptcy Code with respect to Leases that are also Assumed Contracts (it being understood that Buyer shall pay such amounts no later than the later of (a) 10 days following Closing and (b) the last day of the month in which the Closing occurs); and

(e) all Transfer Taxes in accordance with Section 6.5.

Section 2.4 **Excluded Liabilities**. Notwithstanding anything herein to the contrary, the Parties expressly acknowledge and agree that Buyer shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of Sellers, whether existing on the Closing Date or arising thereafter, other than the Assumed Liabilities, including any Liability of any Seller, or otherwise imposed on the Purchased Assets or with respect to the Business, in respect of any Tax, including without limitation any Liability of any Seller for the Taxes of any other Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or non-United States Law), as a transferee or successor, by Contract or otherwise, but excluding any Property Taxes to the extent specifically allocated to Buyer pursuant to Section 6.6 and any Transfer Taxes (all such Liabilities that Buyer is not assuming being referred to collectively as the "Excluded Liabilities").

Section 2.5 **Consideration**.

(a) In aggregate consideration for the sale and transfer of the Purchased Assets (the "Purchase Consideration") shall be composed of the following:

i. $32,723,273.78 (the "Purchase Price"), comprised, in the Buyer's sole discretion, of (A) the Credit Bid and (B) cash;

ii. the assumption by Buyer of the Assumed Liabilities;

iii. the Inventory Payment; and

iv. the Retention Fund.

(b) The Purchase Consideration shall be satisfied at the Closing as to:

i. the Credit Bid, by causing the DIP Lenders to (A) acknowledge satisfaction of the portion of the DIP Indebtedness covered by the Credit Bid and (B) to the extent the Credit Bid covers all DIP Indebtedness, release all guarantees of the DIP Indebtedness and security interests and liens securing the DIP Indebtedness (collectively, (i)(A) and (i)(B) above, the "Credit Bid And Release");

ii. to the extent that the Purchase Price, the Inventory Payment and the Retention Fund, in the aggregate, exceeds the amount of the Credit Bid, the Deposit, by Buyer and the Sellers instructing the Escrow Agent to pay the Deposit to the Sellers, by wire transfer of immediately available funds, in accordance with the terms of the Escrow Agreement (and to the extent that the amount of the Deposit exceeds the amount by which the Purchase Price, the Inventory Payment and the Retention Fund, in the aggregate, exceeds the amount of the Credit Bid, the remaining portion of the Deposit shall be returned to Buyer at the Closing);

iii. to the extent that the Purchase Price, the Inventory Payment and the Retention Fund, in the aggregate, exceeds the sum of (A) the Credit Bid and (B) the Deposit, cash consideration to be paid by Buyer to Sellers; and

iv. the amount of the Assumed Liabilities described in Section 2.3, by assuming such Assumed Liabilities through one or more Assignment and Assumption Agreements.

Section 2.6 Assumption and Assignment of Contracts.

(a) The Assumed Contract List sets forth a list of all Contracts and Leases to which a Seller is a party and which Buyer has designated to be included as an Assumed Contract, together with estimated Cure Amounts for each Assumed Contract.

(b) In connection with the assumption and assignment to Buyer of any Assumed Contract pursuant to this Section 2.6, (i) the cure amounts, if any, necessary to cure all defaults, if any, and to pay all actual pecuniary losses, if any, that have resulted from such defaults under the Assumed Contracts, in each case as of the Petition Date and to the extent required by Section 365(b) of the Bankruptcy Code and any order of the Bankruptcy Court (such amounts, the "Cure Amounts"), shall be paid by Buyer at the Closing, except as otherwise provided in this Agreement, and neither the Cure Amounts paid by Buyer nor any other expense or obligation set forth in this Section 2.6(b) shall

reduce, directly or indirectly, any consideration payable to Sellers hereunder and (ii) Buyer shall provide sufficient adequate assurance of future performance as of the Sale Hearing necessary to satisfy the conditions contained in Sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to Assumed Contracts. With respect to each Assumed Contract, the portion of any amounts accrued under such Assumed Contract that relates to the period between the Petition Date and Closing shall be paid by Sellers.

(c) Sellers shall use their respective commercially reasonable efforts to obtain an order of the Bankruptcy Court to assign the Assumed Contracts to Buyer on the terms set forth in this Section 2.6. In the event Sellers are unable to assign any such Assumed Contract to Buyer pursuant to an order of the Bankruptcy Court, then the Parties shall use their commercially reasonable efforts to obtain, and to cooperate in obtaining, all Consents from Governmental Entities and third parties necessary to assume and assign such Assumed Contracts to Buyer.

(d) Notwithstanding the foregoing, but subject to Section 5.1, a Contract shall not be an Assumed Contract hereunder and shall not be assigned to, or assumed by, Buyer to the extent that such Contract (i) is rejected by a Seller or terminated by a Seller in accordance with the terms hereof or by the other party thereto, or terminates or expires by its terms, on or prior to the Closing and is not continued or otherwise extended upon assumption; (ii) requires a Consent of any Governmental Entity or other third party (except as permitted by the Bankruptcy Code) in order to permit the sale or transfer to Buyer of Sellers' rights under such Contract, and no such Consent has been obtained prior to the Closing or (iii) the Cure Amount exceeds the Cure Amount Cap with respect to such Contract and neither Sellers nor Buyer are willing to pay the amount of the Cure Amount that exceeds the Cure Amount Cap with respect to such Contract. In the absence of an agreement by the parties as to the payment of a Cure Amount in excess of the Cure Amount Cap, the subject contract shall be deemed rejected by Sellers.

(e) In addition, a Permit shall not be assigned to, or assumed by, Buyer to the extent that such Permit requires a Consent of any Governmental Entity or other third party (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Buyer of Sellers' rights under such Permit, and no such Consent has been obtained prior to the Closing.

(f) For the avoidance of doubt, at any time prior to the applicable Cure Objection deadline set forth in an Assumption Notice or during the pendency of a dispute with respect to a Cure Objection and, in any event, within five (5) Business Days after the date on which the Bankruptcy Court has entered an order fixing a Cure Amount that is higher than the amount listed in the applicable Assumption Notice and/or the Assumed Contracts List, Buyer may designate an Assumed Contract as an Excluded Contract and such contract shall be deemed an Excluded Contract for purposes of this Agreement, with no payment of any Cure Amounts; provided, that with respect to any Assumed Contract subsequently designated as an Excluded Contract following the Closing, Buyer shall be solely responsible for payment of obligations and liabilities incurred between the Closing and the designation of such Assumed Contract as an Excluded Contract; provided, further, that the applicable Seller shall not reject such Assumed Contract prior to October 8, 2025

(unless such date is extended by written agreement (which may be by e-mail) of the Buyer, Sellers and the Committee) unless Buyer has provided a designation (if any) of such contract as an Excluded Contract.

Section 2.7 Schedule Updates.

(a) Notwithstanding anything to the contrary in this Agreement, and without any increase or decrease in the Purchase Price (other than (i) with respect to the addition of any Contract to the Purchased Assets, any resulting increase or decrease in Cure Amounts, without regard to Cure Amount Caps and (ii) with respect to the addition of any inventory to the Purchased Assets, the Buyer shall either assume or pay to Sellers the amount of any debt or other Liability associated with such inventory or required to satisfy any Liens associated with such inventory), the Buyer may, in its sole discretion, revise, by written notice to Sellers, amend or modify this Agreement and any schedule setting forth the Purchased Assets and the Excluded Assets after July 7, 2025 and prior to the Closing to (i) include in the definition of Purchased Assets (pursuant to the applicable schedule) and to exclude from the definition of Excluded Assets, any Contract or inventory of the Sellers not previously included in the Purchased Assets and require (A) the Sellers to file a notice of assumption and assignment with the Bankruptcy Court and (B) the Sellers to provide any necessary notice to the parties to any such Contract and (ii) to exclude from the definition of Purchased Assets (pursuant to the applicable schedule) and to include in the definition of Excluded Assets, any Assumed Contract, Assumed Plan or other asset of the Sellers previously included in the Purchased Assets and not otherwise included in the definition of Excluded Assets.

(b) If any Contract is added to (or removed from) the Purchased Assets as permitted by this Section 2.7, the Sellers shall promptly take such steps as are reasonably necessary, including, if applicable, payment or adequate assurance of payment of all Cure Amounts and prompt delivery of notice to the non-debtor counterparty, to cause such Contracts to be assumed by the Sellers, and assigned to the Buyer, on the Closing Date (other than as excluded under the Sale Order and this Agreement).

(c) If any Contract is removed from the Purchased Assets as permitted by this Section 2.7, all Liabilities to third parties arising under such Contract shall be Excluded Liabilities. Without limiting any of the Buyer's rights pursuant to this Section 2.7, in the event that the Sale Order does not approve the assignment or transfer of one or more of the Assumed Contracts to the Buyer as Purchased Assets, the Buyer may, in its sole discretion and at any time prior to the Closing Date, exclude any or all of the Assumed Contracts from the Purchased Assets.

(d) Notwithstanding the foregoing, Buyer shall pay the aggregate amount of $4,223,897 (the "Scheduled Inventory Payment") and, if any Purchased Inventory is subject to a Lien or Liability (or claim of a Lien or Liability) not reflected in Schedule 2.1(a) (each, an "Unscheduled Inventory Liability"), Buyer shall be responsible for the payment of such Unscheduled Inventory Liabilities up to an aggregate amount of $1,000,000 (the "Unscheduled Inventory Liability Cap") (the Scheduled Inventory Payment, together with the Unscheduled Inventory Liability amount known as of the

Closing of $334,836, are referred to herein as the "Inventory Payment"). Sellers shall be responsible for the payment of any Unscheduled Inventory Liabilities in excess of the Unscheduled Inventory Liability Cap. Furthermore, Sellers shall use proceeds of the Sale to satisfy any debt or other Liability associated with Purchased Inventory or required to satisfy any Liens associated with Purchased Inventory within five (5) Business Days of the Closing.

Section 2.8 Closing. The Closing shall take place remotely by electronic exchange of counterpart signature pages commencing at 10:00 a.m. Eastern time on the Closing Date.

Section 2.9 Deliveries at Closing.

(a) At the Closing, Sellers shall deliver to Buyer the following documents and other items, duly executed by Sellers, as applicable:

i. all Bills of Sale reasonably requested by Buyer;

ii. all Assignment and Assumption Agreements reasonably requested by Buyer;

iii. instruments of assignment in form and substance to be agreed to by the Parties in their reasonable discretion for each Registered trademark and domain name, respectively, transferred or assigned hereby and for each pending application therefor, and general assignments of all other Intellectual Property of the Sellers, in each case as reasonably requested by Buyer (collectively, the "Intellectual Property Assignments");

iv. a properly completed and duly executed IRS Form W-9 from each Seller or, if applicable, its regarded owner for U.S. federal income tax purposes;

v. the officer's certificates required to be delivered pursuant to Section 7.1(j);

vi. such other bills of sale, special warranty deeds, completed Transfer Tax returns, title affidavits, assignments of leases, endorsements, assignments and other good and sufficient instruments of conveyance and transfer, in form reasonably satisfactory to the Buyer (in each case signed and acknowledged as appropriate), as the Buyer may reasonably request to vest in the Buyer all the right, title and interest of the Sellers in, to or under any or all the Purchased Assets; provided that all of the reasonable and documented out-of-pocket post-Closing costs incurred by the Sellers in preparing and delivering the foregoing shall be borne by the Buyer and paid promptly after demand therefor and receipt of supporting invoices; and

vii. all other previously undelivered certificates, agreement and other documents required to be delivered by this Agreement by the Sellers at or prior to the Closing in connection with the transactions contemplated by this Agreement.

(b) At the Closing, Buyer shall deliver to Sellers the following documents and other items, duly executed by Buyer, as applicable:

i. any and all Assignment and Assumption Agreements to which the Buyer is party;

ii. the Purchase Price;

iii. the Retention Fund;

iv. the Inventory Payment;

v. the Credit Bid And Release, in form reasonably satisfactory to the Sellers (including documentation reasonably acceptable to the Sellers evidencing satisfaction of the DIP Indebtedness);

vi. the officer's certificates required to be delivered pursuant to Section 7.2(e); and

vii. all other previously undelivered certificates, agreements and other documents required by this Agreement to be delivered by the Buyer at or prior to the Closing in connection with the Contemplated Transactions.

Section 2.10 Allocation. Within fifteen (15) calendar days after the Closing Date, Buyer shall in good faith prepare an allocation of the Purchase Price, the Inventory Payment and the Retention Fund (and all capitalized costs, assumed liabilities, and other amounts treated as purchase price for U.S. federal income Tax purposes) among the Purchased Assets in accordance with Section 1060 of the IRC and the Treasury Regulations thereunder (and any similar provision of United States state or local or non-United States Law, as appropriate). Sellers shall have fifteen (15) calendar days following receipt of Buyer's proposed allocation to review and comment on such proposed allocation and Buyer shall consider such comments in good faith. Thereafter, Buyer shall provide Sellers with Buyer's final allocation schedule, and Buyer and Sellers shall report, act and file Tax Returns (including IRS Form 8594) in all respects and for all purposes consistent with such allocation. Neither Buyer nor Sellers shall take any position (whether in audits, Tax Returns or otherwise) which is inconsistent with such allocation; provided that nothing contained herein shall prevent Buyer or Sellers from settling any proposed deficiency or adjustment by any Governmental Entity based upon or arising out of such allocation, and neither Buyer nor Sellers shall be required to litigate before any court any proposed deficiency or adjustment by any Governmental Entity challenging the allocation. Notwithstanding the foregoing, the Parties recognize that certain allocations of purchase price may be necessary prior to the schedule set forth above, such as in the case of any Transfer Tax filings, and the Parties agree to reasonably cooperate in determining the appropriate allocation in a timely manner in advance of such filings and the payment of Transfer Taxes.

Section 2.11 Withholding. Buyer, the Escrow Agent and any other Person making a payment hereunder (in each case, a "Payor"), shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any Seller or any other Person such

amounts as such Payor is required to deduct and withhold under the IRC, or any applicable Law, with respect to the making of such payment. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deduction and withholding was made.

Section 2.12 Deposit.

(a) No later than one (1) Business Day after the date on which the parties enter into the Escrow Agreement, Buyer will make an earnest money deposit (the "Deposit") into escrow with the Escrow Agent in the amount equal to $3,600,000 by wire transfer of immediately available funds. The Deposit shall not be subject to any Lien, attachment, trustee process or any other judicial process of any creditor of any of the Sellers or Buyer and shall be applied against payment of the Purchase Price. At the Closing, the Deposit shall be delivered to the Sellers in accordance with Section 2.5(b) and the terms of the Escrow Agreement and credited toward payment of the Purchase Price.

(b) If this Agreement has been validly terminated prior to the Closing by the Seller pursuant to Section 8.1(g) then, within three (3) Business Days after the date of such termination, Buyer and the Sellers shall jointly instruct the Escrow Agent to disburse the Deposit to the Sellers.

(c) If this Agreement has been validly terminated prior to the Closing by any Party hereto for any reason other than as contemplated by Section 2.12(b) then, within three (3) Business Days after the date of such termination, Buyer and the Sellers shall jointly instruct the Escrow Agent to disburse the Deposit to Buyer.

ARTICLE III
SELLERS' REPRESENTATIONS AND WARRANTIES

Sellers hereby represent and warrant to Buyer as of the date hereof and as of the Closing Date that, except as set forth in the disclosure schedule accompanying this Agreement (the "Disclosure Schedule"), the statements contained in this Article III are true and correct.

Section 3.1 Organization of Sellers; Good Standing.

(a) Each Seller is duly organized, validly existing and in good standing under the Laws of its state of formation and has all necessary power and authority to own, lease and operate its properties and to conduct its business in the manner in which the Business is currently being conducted. Each Seller has all requisite corporate or similar power and authority to own, lease and operate its assets and to carry on the Business as currently conducted.

(b) Except solely as a result of the commencement of the Chapter 11 Cases, each Seller is duly authorized to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership or operation of the Purchased Assets or the conduct of the Business requires such qualification, except for failures to be so

authorized or be in such good standing, as would not, individually or in the aggregate, have a Material Adverse Effect.

(c) None of the Sellers has any Subsidiaries (other than other Sellers, if applicable).

Section 3.2 Authorization of Transaction. Subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing:

(a) each Seller has all requisite limited liability company power and authority to execute and deliver this Agreement and all Related Agreements to which it is a party and to perform its obligations hereunder and thereunder; the execution, delivery and performance of this Agreement and all Related Agreements to which a Seller is a party have been duly authorized by such Seller and no other company action on the part of any Seller is necessary to authorize this Agreement or the Related Agreements to which it is party or to consummate the Contemplated Transactions; and

(b) this Agreement has been duly and validly executed and delivered by each Seller, and, upon their execution and delivery in accordance with the terms of this Agreement, each of the Related Agreements to which any Seller is a party will have been duly and validly executed and delivered by each such Seller, as applicable. Subject to approval of the Bankruptcy Court, assuming that this Agreement constitutes a valid and legally binding obligation of Buyer, this Agreement constitutes the valid and legally-binding obligations of Sellers, enforceable against Sellers in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity. Subject to approval of the Bankruptcy Court, assuming, to the extent that it is a party thereto, that each Related Agreement constitutes a valid and legally binding obligation of Buyer, each Related Agreement to which any Seller is a party, when executed and delivered, constituted or will constitute the valid and legally-binding obligations of such Seller, as applicable, enforceable against Sellers, as applicable, in accordance with their respective terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity.

Section 3.3 Noncontravention; Consents and Approvals.

(a) Neither the execution and delivery of this Agreement, nor the consummation of the Contemplated Transactions (including the Related Agreements), subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing, (i) will conflict with or result in a breach of the certificate of formation, operating agreement or other organizational documents of any Seller, (ii) will violate any Law to which any Seller is, or its respective assets or properties are, subject, (iii) subject to the entry of the Sale Order, will conflict with any Assumed Contract or Assumed Permit, or (iv) subject to and assuming entry of the Sale Order, will conflict with, or result in any violation of or constitute a breach or default under, any order of any Governmental Entity applicable to the Sellers or any of the Purchased Assets, and, in the case of clauses (ii), (iii) and (iv) for such conflicts, breaches, violations,

defaults, accelerations, rights or failures to give notice, would not, individually or in the aggregate, have a Material Adverse Effect.

(b) Except as set forth in Schedule 3.3(b) of the Disclosure Schedule, subject to the Sale Order having been entered and still being in effect (and not subject to any stay pending appeal at the time of Closing), no Consent, notice or filing is required to be obtained by any Seller from, or to be given by any Seller to, or made by any Seller with, any Governmental Entity in connection with the execution, delivery and performance by any Seller of this Agreement or any Related Agreement. After giving effect to the Sale Order and any applicable order of the Bankruptcy Court authorizing the assignment and assumption of any Contract that is an Assumed Contract hereunder, no Consent, notice or filing is required to be obtained by any Seller from, or to be given by any Seller to, or made by any Seller with, any Person that is not a Governmental Entity in connection with the execution, delivery and performance by any Seller of this Agreement or any Related Agreement, except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, have a Material Adverse Effect.

Section 3.4 Compliance with Laws.

(a) Sellers are in compliance with all Laws applicable to the Business or the Purchased Assets in all material respects. Sellers have not received any written notice of violation of any Law with respect to any Seller, the Business or the Purchased Assets and there is no reasonable basis for the issuance of any such notice or the taking of any action for such violation.

(b) To Sellers' Knowledge, Sellers do not engage in (a) the design, fabrication, development, testing, production or manufacture of one or more "critical technologies" within the meaning of the Defense Production Act of 1950, as amended, including all implementing regulations thereof (the "DPA"); (b) the ownership, operation, maintenance, supply, manufacture, or servicing of "covered investment critical infrastructure" within the meaning of the DPA (where such activities are covered by column 2 of Appendix A to 31 C.F.R. Part 800); or (c) the maintenance or collection, directly or indirectly, of "sensitive personal data" of U.S. citizens within the meaning of the DPA. The Seller has no current intention of engaging in such activities in the future.

(c) Sellers have not, nor have they taken any action during the past two (2) years that would reasonably result in any such Person being deemed, a "foreign entity of concern" under 15 U.S.C. §4651 (including the corresponding definitional and interpretative guidance referenced therein).

Section 3.5 Title to Purchased Assets. Sellers, as of immediately prior to the Closing, have good and valid title to, or, in the case of leased assets, have good and valid leasehold interests in (subject to the effect on enforceability of (a) any applicable Law relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Laws relating to or affecting creditors' rights generally and (b) general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law)), the

Purchased Assets, free and clear of all Liens (except for Permitted Liens), subject to entry of the Sale Order. At the Closing or such time as title is conveyed under Section 2.6, Sellers will convey, subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing, good and valid title to, or valid leasehold interests in, all of the Purchased Assets, free and clear of all Liens (except for Permitted Liens), to the fullest extent permissible under section 363(f) of the Bankruptcy Code and subject to the rights of licensees under section 365(n) of the Bankruptcy Code. No Person other than Sellers are engaged in the operation of, or hold rights, title and interest in (except for Permitted Liens), the Purchased Assets.

Section 3.6 Contracts. Schedule 3.6 of the Disclosure Schedule sets forth an accurate list, as of the date hereof, of all material Contracts, including any and all amendments, modifications, supplements, exhibits and restatements thereto and thereof, to which a Seller is a party with respect to the Business as of the date hereof (and Sellers have made available to Buyer true and complete copies of all such Contracts). Except as set forth in Schedule 3.6 of the Disclosure Schedule, no Seller has assigned, delegated or otherwise transferred to any third party any of its rights or obligations with respect to any such Contract. The Assumed Contracts include all Contracts material to the ownership and/or operation of the Business. Sellers have not, and, to Sellers' Knowledge, no other party to any Assumed Contract has, commenced any action against any of the parties to any Assumed Contract or given or received any written notice of any default or violation under any Assumed Contract that has not been withdrawn or dismissed. To Sellers' Knowledge, each Assumed Contract is, or will be upon the Closing, valid, binding and in full force and effect in accordance with its terms.

Section 3.7 Intellectual Property.

(a) Schedule 3.7 of the Disclosure Schedule sets forth a true and complete list of (i) all Registered Intellectual Property that is owned by any Seller, (ii) all material Contracts pursuant to which any Seller obtains the right to use any Intellectual Property, excluding, specifically, shrink-wrap or off-the-shelf software and open source licenses, and (iii) all material Contracts pursuant to which any Seller grants to any other Person the right to use any Intellectual Property. Sellers own all Registered Intellectual Property free and clear of all Liens (except for Permitted Liens and subject to entry of the Sale Order), and all such Registered Intellectual Property is valid, subsisting and, enforceable, and is not subject to any outstanding Decree adversely affecting Sellers' use thereof or rights thereto.

(b) To Sellers' Knowledge and except as set forth on Schedule 3.7 of the Disclosure Schedule, none of the use of the Intellectual Property included in the Purchased Assets, the conduct of the Business as currently conducted, nor any of the products sold or services provided by Sellers or any of their Affiliates in connection therewith, infringes upon or otherwise violates the Intellectual Property of any other Person, nor has any other Person made or threatened in writing any claim of such infringement or other violation. To Sellers' Knowledge, no third party is infringing any Intellectual Property owned by any Seller and included in the Purchased Assets, except as would not reasonably be expected to have a Material Adverse Effect.

(c) Each Person who has contributed to, developed or conceived of any Intellectual Property for or on behalf of any member of the Seller either (i) has entered into

a valid and enforceable written agreement pursuant to which such Person assigned to a member of the Sellers exclusive ownership of all such Person's right, title and interest in and to such Intellectual Property or (ii) contributed to, developed or conceived of such Intellectual Property in a manner such that ownership of all right, title and interest in and to such Intellectual Property automatically vested in the Sellers as a matter of applicable Law.

(d) The Sellers have used commercially reasonable efforts to maintain and protect the confidentiality of all trade secrets and other confidential information included in the Purchased Assets, and the Sellers have not disclosed any such trade secrets or other confidential information to any third party other than to Persons subject to contractual, legal, or otherwise binding ethical obligations to maintain the confidentiality thereof, in each case other than the release of the information described on Schedule 3.7(d) of the Disclosure Schedule from escrows of intellectual property to existing customers (the "Escrow Release"). Without limiting the foregoing, other than the Escrow Release, the Sellers have not disclosed, delivered, licensed, escrowed, released, or otherwise made available, nor does any Seller have a duty or obligation (whether present, contingent, or otherwise) to disclose, deliver, license, escrow, or otherwise make available, any source code that embodies any of the Purchase Assets or that is proprietary and included in any Company Product (to any third Person (other than Persons working for or on behalf of the Sellers and subject to written and valid confidentiality obligations).

(e) There are not, and in the past three (3) years have not been, any defects or other problems in any of the products or services from which the Sellers have derived, or are currently deriving, revenue from the sale, license, maintenance or other provision thereof ("Company Products"), in each case that would prevent the same from performing substantially in accordance with their user specifications or functionality descriptions (collectively, "Technical Deficiencies").

(f) The computer systems, software, computer hardware (whether general or special-purpose), telecommunications, networks, servers, peripherals, and other information technology equipment that is used by the Sellers in the conduct of the Business ("Business Systems") are sufficient in all material respects for conduct of the Business. In the past three (3) years, there has not been any material failure with respect to any of the Business Systems that has not been remedied or replaced in all material respects.

(g) The Sellers have taken commercially reasonable actions to protect the security and integrity of the Business Systems and the data stored or contained therein or transmitted thereby including by implementing industry standard procedures preventing unauthorized access and the introduction of any virus, worm, Trojan horse or similar disabling code or program ("Malicious Code"), and the taking and storing on-site and off-site of back-up copies of critical data. There is no Malicious Code in any of the Company Products or the Business Systems, and the Company has not received any complaints from any customers related to any Malicious Code or Technical Deficiencies.

(h) The Sellers and the conduct of the Business are in compliance in all material respects with, and have been in compliance in all material respects with all Data Security

Requirements and there have not been any material actual or alleged incidents of data security breaches, unauthorized access or use of any of the Business Systems, or material unauthorized acquisition, destruction, damage, disclosure, loss, corruption, alteration, or use of any business information and all personally-identifying information and data that is processed by the Sellers or the Business Systems.

Section 3.8 Litigation. Other than the Chapter 11 Cases, Schedule 3.8 of the Disclosure Schedule sets forth all unresolved Litigation brought by or against any Seller, and to Sellers' Knowledge, there is no other Litigation threatened in writing against any Seller.

Section 3.9 Employees. All employees of Sellers are authorized to work in the United States. Sellers have provided Buyer as of a date no earlier than five Business Days before the date of this Agreement a complete and correct list of all employees who are reasonably expected to be Current Employees by: name; title or position; status (part-time, full-time, exempt, non-exempt, etc.); whether paid on a salaried, hourly or other basis; current base salary or wage rate; current target bonus; start date; service reference date (if different from the start date); work location; vacation entitlement formula; and an indication of whether or not such employee is on leave of absence (the "Employee Roster").

Section 3.10 Real Property.

(a) Sellers do not own any real property.

(b) Schedule 3.10(b) of the Disclosure Schedule sets forth the address of each Leased Real Property used in connection with the Business, and a true and complete list of all Leases that are Assumed Contracts (including the date and name of the parties to such Lease document). Sellers have made available to Buyer a true and complete copy of all Leases that are Assumed Contracts (including all amendments, extensions, renewals, guaranties and other agreements with respect thereto) for such Leased Real Property, as amended through the date hereof. Except as set forth in Schedule 3.10(b) of the Disclosure Schedule, with respect to each of the Leases that are Assumed Contracts: (i) to Sellers' Knowledge and subject to the effect on enforceability of (A) any applicable Law relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Laws relating to or affecting creditors' rights generally and (B) general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law), such Lease is legal, valid, binding, enforceable and in full force and effect in accordance with its terms; (ii) Sellers' possession and quiet enjoyment of the Leased Real Property under such Lease has not been disturbed, and to Sellers' Knowledge, there are no disputes with respect to Sellers' obligations under such Lease that will not be satisfied by the Sale Order; (iii) to Sellers' Knowledge, no other party to a Lease is in breach or default under such Lease, and no event has occurred or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute such a breach or default; (iv) no security deposit or portion thereof deposited with respect such Lease has been applied in respect of a breach or default under such Lease which has not been redeposited in full; (v) the other party to such Lease is not an Affiliate of, and otherwise does not have any economic interest in, Sellers; (vi) the Sellers have not subleased, licensed or otherwise granted any Person the right to use or occupy such Leased

Real Property or any portion thereof; and (vii) there are no liens or encumbrances (other than Permitted Liens) on the estate or interest created by such Lease.

(c) Schedule 3.10(c) of the Disclosure Schedule sets forth a description of all material Leasehold Improvements for each Leased Real Property related to the Business.

(d) The Leased Real Property identified in Schedule 3.10(b) of the Disclosure Schedule and the Leasehold Improvements comprise all of the real property used in or otherwise related to the operation by Sellers of, the Business.

(e) Sellers have received no notice of any condemnation, expropriation or other proceeding in eminent domain pending or, to Sellers' Knowledge, which is threatened, affecting any real property underlying the Leased Real Property or any portion thereof or interest therein.

(f) To Sellers' Knowledge, no condition exists at any Leased Real Property, or at any other real property owned, leased or otherwise utilized by Sellers, that could reasonably be expected to (i) cause a fire hazard, or create conditions that could induce a battery-related fire, or (ii) result in material non-compliance with applicable fire safety codes.

Section 3.11 Tangible Personal Property. Schedule 3.11 of the Disclosure Schedule sets forth all material Personal Property Leases related to the Business, and, to Sellers' Knowledge, each such material Personal Property Lease is valid and enforceable.

Section 3.12 Permits. Schedule 3.12 of the Disclosure Schedule contains a list of all material Permits related to the Business that Sellers hold as of the date hereof in connection with the operations of the Business. As of the date hereof, there is no Litigation pending or, to Sellers' Knowledge, threatened in writing that seeks the revocation, cancellation, suspension, failure to renew or adverse modification of any material Assumed Permits, except where a failure of this representation and warranty to be so true and correct would not be material to the ownership and operation of the Business. All required filings with respect to the Assumed Permits have been made and all required applications for renewal thereof have been filed, except where a failure of this representation and warranty to be so true and correct would not be material to the ownership and operation of the Business.

Section 3.13 Purchased Inventory.

(a) To Sellers' Knowledge, no Purchased Inventory is materially damaged in any significant way, except for any such damage which would not be material to the Purchased Inventory taken as a whole;

(b) To Sellers' Knowledge, none of the Purchased Inventory has been part of a current or past product recall, except for any such recall which would not be material to the Purchased Inventory taken as a whole;

(c) To Sellers' Knowledge, the Purchased Inventory is in material compliance with United States federal and applicable state guidelines for such products as of the date hereof, except for any such noncompliance which would not be material to the Purchased Inventory taken as a whole; and

(d) To Sellers' Knowledge, the Purchased Inventory is in working condition or in a condition fit for sale and consumption in accordance with all applicable Laws, as the case may be, except for such failure to be in such condition which would not have a Material Adverse Effect on the Purchased Inventory taken as a whole.

(e) With respect to the Purchased Inventory, Sellers have complied, in all material respects, with Title 19 of the United States Code and with all other applicable customs and import Laws and have paid all tariffs and penalties imposed upon such Seller by the U.S. Customs and Border Protection Agency, U.S. Department of Commerce, or any other U.S. or non-U.S. governmental authority on the importation of goods ("Import Duties"), and has not imported or attempted to import any goods prohibited by any applicable customs or import Laws. Seller has not received any written notice of, nor to the Seller's Knowledge is there any pending or threatened, audit, examination, investigation, or other proceeding by any governmental authority relating to any Import Duties applicable to the Purchased Inventory. The Sellers are in compliance in all material respects with all applicable Laws relating to the payment of Import Duties and the importation and exportation of goods, including all applicable recordkeeping, classification, valuation, marking, labeling, country of origin, and free trade agreement requirements, in each case, with respect to the Purchased Inventory.

Section 3.14 Environmental Matters. Except as set forth in Schedule 3.14 of the Disclosure Schedule:

(a) Each Seller is, and has been during the prior two (2) years, in compliance in all material respects with all applicable Environmental Laws, which compliance has included obtaining and maintaining all Permits, licenses and authorizations required under applicable Environmental Laws;

(b) No Seller has received during the prior two (2) years written notice from any Governmental Entity or third party regarding any actual or alleged violation of or Liability under Environmental Laws;

(c) To Sellers' Knowledge, no Hazardous Substance has been released at any current or former Leased Real Property, or other real property, by Sellers in violation of any Environmental Law;

(d) Sellers have made available to Buyer copies of all material environmental audits, assessments and reports in its possession relating to Sellers, any actual or potential Liabilities under Environmental Laws and the Leased Real Property; and

(e) This Section 3.14 contains the sole and exclusive representations and warranties of Sellers with respect to any environmental, health or safety matters, including any arising under any Environmental Law or with respect to any Hazardous Substance.

Section 3.15 Brokers' Fees. Except for amounts due to Huron Transaction Advisory LLC (which amounts are to be paid by the Seller), no Seller has entered into any Contract to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Buyer could become liable or obligated to pay.

Section 3.16 No Other Agreements to Purchase. Sellers have not entered into any agreement with any other Person (written or oral) which grants such third party the right or option purchase or acquire from Sellers any Purchased Asset, other than purchase orders for Purchased Inventory accepted by Sellers in the Ordinary Course of Business.

Section 3.17 Taxes.

(1) Each Seller has duly and timely filed all income and other material Tax Returns that it was required to file, and all such filed Tax Returns were true, correct and complete in all material respects. All material Taxes owed by the Sellers and all material Taxes owed with respect to the Purchased Assets (in each case, whether or not shown on any Tax Return) have been paid. In the last three (3) years, no claim has been made in writing by a Governmental Entity in a jurisdiction where the Sellers do not file Tax Returns that the Sellers or the Business is or may be subject to taxation by that jurisdiction.

(2) There is no audit, dispute, claim or controversy concerning any Tax Liability or Tax Return of Sellers or with respect to the Purchased Assets or the Business in progress or pending by any taxing authority. No Seller has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency that could result in a Lien on the Purchased Assets or the imposition of any liability for Taxes on Buyer, its direct or indirect equityholders, or their Affiliates.

(a) There are no Liens on any Purchased Asset or the Business for Taxes (other than for current Taxes not yet due and payable).

(3) No Seller is party to any Tax sharing, Tax allocation or Tax indemnity agreement, except for (i) any such agreement solely between the Sellers or (ii) customary gross-up or indemnification provisions in commercial agreements entered into in the ordinary course of business, the primary subject matter of which is not related to Taxes, in each case that would be binding on the Buyer.

(4) No Seller has participated in any "reportable transaction" within the meaning of Treasury Regulation section 1.6011-4(b).

(5) Each Seller has collected or withheld all material Taxes required to have been collected or withheld (including from payments made to employees, independent contractors, creditors, stockholders and other Persons) and such collected and withheld

Taxes have been or will be duly paid to the proper Governmental Entity, and each of the Seller has complied in all material respects with all Laws relating to withholding, including any reporting and record keeping requirements.

(6) Each Seller has collected all material amounts of sales and use Taxes required to be collected, and has remitted, or will remit on a timely basis, such amounts to the appropriate Governmental Entity, or has been furnished properly completed exemption certificates and has, in all material respects, maintained all such records and supporting documents in the manner required by all applicable sales and use Tax statutes and regulations.

(b) Powin is classified as a partnership for U.S. federal income Tax purposes, and each other Seller is classified as an entity disregarded from its owner for U.S. federal income Tax purposes, and Powin and each other Seller have been so classified since the date of their formations, respectively. No Seller has filed any election or taken any other action to be classified as an association taxable as a corporation for U.S. federal income Tax purposes.

(c) No Purchased Asset represents an interest in a partnership or other entity for any applicable Tax purpose.

(g) Sellers are not foreign persons within the meaning of section 1445 of the IRC.

Section 3.18 No Other Representations or Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE III (AS QUALIFIED, AMENDED, SUPPLEMENTED AND MODIFIED BY THE DISCLOSURE SCHEDULE), NEITHER A SELLER NOR ANY OTHER PERSON MAKES (AND BUYER IS NOT RELYING UPON) ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO SELLERS, THE BUSINESS, THE PURCHASED ASSETS (INCLUDING THE VALUE, CONDITION OR USE OF ANY PURCHASED ASSET), THE ASSUMED LIABILITIES OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AND SELLERS DISCLAIM ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER MADE BY SELLERS, ANY AFFILIATE OF SELLERS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE III (AS QUALIFIED, AMENDED, SUPPLEMENTED AND MODIFIED BY THE DISCLOSURE SCHEDULE), EACH SELLER EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO THE CONDITION OF THE PURCHASED ASSETS (INCLUDING ANY IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF THE PROBABLE SUCCESS OR PROFITABILITY OF THE OWNERSHIP, USE OR OPERATION OF THE BUSINESS OR THE PURCHASED ASSETS BY BUYER AFTER THE CLOSING). THE DISCLOSURE OF ANY MATTER OR ITEM IN THE DISCLOSURE SCHEDULE SHALL NOT BE DEEMED TO CONSTITUTE AN ACKNOWLEDGMENT THAT ANY SUCH MATTER IS REQUIRED TO BE DISCLOSED OR

IS MATERIAL OR THAT SUCH MATTER WOULD RESULT IN A MATERIAL ADVERSE EFFECT.

BUYER HAS PERFORMED AN INDEPENDENT INVESTIGATION, ANALYSIS, AND EVALUATION OF THE PURCHASED ASSETS.

THE PROVISIONS OF THIS SECTION 3.18 SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT AND SHALL BE INCORPORATED INTO THE CLOSING DOCUMENTS TO BE DELIVERED AT CLOSING.

ARTICLE IV
BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Sellers as follows as of the date hereof and as of the Closing Date:

Section 4.1 **Organization of Buyer**. Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite limited liability company power and authority to own, lease and operate its assets and to carry on its business as now being conducted.

Section 4.2 **Authorization of Transaction**.

(a) Buyer has full limited liability company power and authority to execute and deliver this Agreement and all Related Agreements to which it is a party and to perform its obligations hereunder and thereunder.

(b) The execution, delivery and performance of this Agreement and all other Related Agreements to which Buyer is a party have been duly authorized by Buyer, and no other limited liability company action on the part of Buyer is necessary to authorize this Agreement or the Related Agreements to which it is a party or to consummate the Contemplated Transactions.

(c) This Agreement has been duly and validly executed and delivered by Buyer, and, upon their execution and delivery in accordance with the terms of this Agreement, each of the Related Agreements to which Buyer is a party will have been duly and validly executed and delivered by Buyer. To the extent this Agreement constitutes a valid and legally-binding obligation of Sellers, this Agreement constitutes a valid and legally-binding obligation of Buyer, enforceable against Buyer in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity. To the extent each Related Agreement constitutes a valid and legally-binding obligation of each Seller party thereto, each Related Agreement to which Buyer is a party, when executed and delivered, constituted or will constitute the valid and legally-binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity.

Section 4.3 **Noncontravention**. Neither the execution and delivery of this Agreement, nor the consummation of the Contemplated Transactions (including the assignments and assumptions referred to in Section 2.6) will (i) conflict with or result in a breach of the certificate of formation, operating agreement, or other organizational documents, of Buyer, (ii) subject to any consents required to be obtained from any Governmental Entity, violate any Law to which Buyer is, or its assets or properties are subject, or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel any Contract to which Buyer is a party or by which it is bound, except, in the case of either clause (ii) or (iii), for such conflicts, breaches, defaults, accelerations or rights as would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair to the ability of Buyer to consummate the transactions contemplated by this Agreement or by the Related Agreements. Buyer is not required to give any notice to, make any filing with, or obtain any authorization, consent or approval of any Governmental Entity in order for the Parties to consummate the transactions contemplated by this Agreement or any of the Related Agreement, except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair to the ability of Buyer to consummate the transactions contemplated by this Agreement or by the Related Agreements.

Section 4.4 **Litigation**. There are no Litigation pending or, to Buyer's knowledge, threatened against or affecting Buyer that will adversely affect Buyer's performance under this Agreement or the consummation of the transactions contemplated by this Agreement.

Section 4.5 **Adequate Assurances Regarding Executory Contracts**. Buyer will be capable of satisfying as of the Sale Hearing (i) its obligations under this Agreement and (ii) the conditions contained in Sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts.

Section 4.6 **Brokers' Fees**. Buyer has not entered into any Contract to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which any Seller could become liable or obligated to pay.

Section 4.7 **No Outside Reliance**. Notwithstanding anything contained in this Article IV or any other provision of this Agreement the contrary, Buyer acknowledges and agrees that the representations and warranties made by the Sellers to Buyer in Article III (as qualified by the Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement) (the "Express Representations") are the sole and exclusive representations, warranties, and statements of any kind made by Sellers to Buyer in connection with the transactions contemplated by this Agreement. Buyer acknowledges and agrees that all other representations, warranties and statements of any kind or nature expressed or implied, whether in written, electronic or oral form, including (a) the completeness or accuracy of, or any omission to state or to disclose, any information (other than solely to the extent expressly set forth in the Express Representations), that certain datasite administered by SmartRoom (the "Dataroom"), any projections, meetings, calls or correspondence with management of Sellers and their Representatives, or any other Person on behalf of Sellers or any of their respective Affiliates or Representatives and (b) any other statement relating to the historical, current or future business, financial condition, results of operations, assets, Liabilities, properties, Contracts, and prospects

of Sellers, or the quality, quantity or condition of Sellers assets, are, in each case, specifically disclaimed by Sellers and that Buyer has not relied on any such representations, warranties or statements. Buyer will accept the Purchased Assets and assume the Assumed Liabilities at the Closing "AS IS," "WHERE IS" and "WITH ALL FAULTS."

ARTICLE V
PRE-CLOSING COVENANTS

The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing (except as otherwise expressly stated to apply to a different period):

Section 5.1 Notices and Consents.

(a) To the extent required by the Bankruptcy Code or the Bankruptcy Court, Sellers shall give any notices to third parties, and each Seller shall use its commercially reasonable efforts to obtain any third party Consents or sublicenses; provided, however, that neither Seller nor Buyer shall be required to incur any Liabilities or provide any financial accommodation, in order to obtain any such third party Consent with respect to the transfer or assignment of any Purchased Asset.

(b) Sellers and Buyer shall cooperate with one another (i) in promptly determining whether any filings are required to be or should be made or consents, approvals, Permits or authorizations are required to be or should be obtained under any applicable Law in connection with this Agreement and the Contemplated Transactions and (ii) in promptly making any such filings, furnishing information required in connection therewith and seeking to obtain timely any such consents, Permits, authorizations, approvals or waivers; provided, however, that Sellers' obligations hereunder shall only continue until the Chapter 11 Cases are closed or dismissed.

(c) To the extent permitted by applicable Law and the terms of the Purchased Assets, in the event any third party Consent has not been obtained by the Closing, at the Buyer's request, the Party contemplated to be transferring such Purchased Asset under this Agreement (the "Transferring Party") shall hold in trust for the Buyer, as applicable, the relevant Purchased Asset until the earlier of such time as (i) the third party Consent is obtained, (ii) the Chapter 11 Cases are closed or dismissed or (iii) Buyer elects not to assume such Purchased Asset.

(d) Subject to the terms and conditions set forth in this Agreement and applicable Law, Buyer and Sellers shall (i) promptly notify the other Party of any communication to that Party from any Governmental Entity in respect of any filing, investigation or inquiry concerning this Agreement or the Contemplated Transactions, (ii) if practicable, permit the other Party the opportunity to review in advance all the information relating to Sellers and their respective Subsidiaries or Buyer and its Affiliates, as the case may be, that appears in any filing made with, or written materials submitted to, any third party and/or any Governmental Entity in connection with the Agreement and the transactions contemplated by this Agreement and consider in good faith the other Party's reasonable comments, (iii) not participate in any substantive meeting or discussion with

any Governmental Entity in respect of any filing, investigation, or inquiry concerning this Agreement and the transactions contemplated by this Agreement unless it consults with the other Party in advance, and, to the extent permitted by such Governmental Entity, gives the other Party the opportunity to attend, and (iv) furnish the other Party with copies of all correspondences, filings, and written communications between them and their Subsidiaries and Representatives, on the one hand, and any Governmental Entity or its respective staff, on the other hand, with respect to this Agreement and the transactions contemplated by this Agreement, provided, however, that any materials or information provided pursuant to any provision of this Section 5.1(d) may be redacted before being provided to the other Party (A) to remove references concerning the valuation of Buyer, Sellers, or any of their Subsidiaries, (B) financing arrangements, (C) as necessary to comply with contractual arrangements, and (D) as necessary to address reasonable privilege or confidentiality issues. Sellers and Buyer may, as each deems advisable and necessary, reasonably designate any commercially or competitively sensitive material provided to the other under this Section 5.1(d) as "outside counsel only." Such materials and the information contained therein shall be given only to the outside legal counsel and any retained consultants or experts of the recipient and shall not be disclosed by such outside counsel to employees, officers or directors of the recipient, unless express written permission is obtained in advance from the source of the materials (Sellers or Buyer, as the case may be). Each of Sellers and Buyer shall promptly notify the other Party if such Party becomes aware that any third party has any objection to the Agreement on antitrust or anti-competitive grounds.

Section 5.2 Bankruptcy Actions.

(a) The Sellers shall have filed the Sale Motion no later than July 1, 2025, which motion shall seek the Bankruptcy Court's: (i) entry of the Sale Procedures Order by no later than July 16, 2025, (ii) entry of the Sale Order by no later than the Sale Order Deadline.

(b) Sellers will provide Buyer with a reasonable opportunity to review and comment upon all motions, applications, and supporting papers relating to the transactions contemplated by this Agreement prepared by Sellers or any Affiliates (including forms of orders and notices to interested parties) prior to the filing thereof in the Chapter 11 Cases. All motions, applications, and supporting papers prepared by Sellers and relating to the transactions contemplated by this Agreement to be filed on behalf of Sellers after the date hereof must be approved in form and substance by Buyer.

(c) Each of Buyer and Sellers shall continue to act in good faith and without any improper conduct, including collusion or fraud of any kind.

(d) Each of Buyer and Sellers will promptly take such actions as are reasonably requested by the other Party to assist in obtaining entry of the Sale Order and the Sale Procedures Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of providing necessary assurances of performance by Sellers of their obligations under this Agreement and the Related Agreements and demonstrating that Buyer is a good faith buyer under Section 363(m) of the Bankruptcy Code.

(e) Pursuant to the terms of the proposed Sale Procedures Order, Sellers will, among other things, solicit bids from other prospective purchasers for the sale of all or substantially all of the Purchased Assets on terms and conditions substantially the same in all respects to this Agreement (or more favorable terms to Sellers) and in accordance with the procedures set forth in the proposed Sale Procedures Order, and Sellers shall adhere to those procedures. The Sellers and Buyer agree, and the Sale Procedures Order shall reflect the fact that, the provisions of this Agreement are reasonable, were a material inducement to the Buyer to enter into this Agreement and are designed to achieve the highest or best offer for the Purchased Assets.

(f) Sellers shall use commercially reasonable efforts to provide appropriate notice of the hearings on the Sale Motion to all Persons entitled to notice, including, but not limited to, all Persons that have asserted Liens in the Purchased Assets, all parties to the Assumed Contracts and all Taxing authorities in jurisdictions applicable to Sellers and as otherwise required by the Bankruptcy Code and bankruptcy rules.

(g) Sellers shall serve a cure notice by first class mail on all non-debtor counterparties to all Non-Real Property Contracts and Leases as required by the Sale Procedures Order and provide a copy of the same to Buyer.

Section 5.3 **Conduct of Business**. Until the earlier of the termination of this Agreement and the Closing, subject to the terms and conditions of the DIP Order and the DIP Budget, and except as expressly contemplated by this Agreement or as set forth on Schedule 5.3, or required under the Bankruptcy Code or other applicable Law and except with the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned, or delayed), subject to the Chapter 11 Cases (including authorization provided by the Bankruptcy Court in such Chapter 11 Cases):

(a) Sellers shall comply with the DIP Order in all material respects;

(b) Sellers shall use commercially reasonable efforts to conduct the Business in the Ordinary Course of Business, and operate and maintain, preserve and protect all of the Purchased Assets in the condition in which they exist on the date hereof, except for ordinary wear and tear and except for replacements, modifications or maintenance in the Ordinary Course of Business;

(c) Sellers shall use commercially reasonable efforts not to take, or agree to or commit to assist any other Person in taking, any action (i) that would reasonably be expected to result in a failure of any of the conditions to the Closing or (ii) that would reasonably be expected to impair the ability of Sellers or Buyer to consummate the Closing in accordance with the terms hereof or to materially delay such consummation;

(d) Except as permitted by this Agreement, no Seller shall, directly or indirectly, sell or otherwise transfer or dispose, or offer, agree or commit (in writing or otherwise) to sell or otherwise transfer or dispose of any of the Purchased Assets, other than up to $500,000 in the aggregate in the Ordinary Course of Business;

(e) No Seller shall, directly or indirectly, permit, offer, agree or commit to permit, any of the Purchased Assets to become subject, directly or indirectly, to any Lien or Claim except for Permitted Liens;

(f) No Seller shall assume, reject or assign any (i) Contract that may become an Assumed Contract other than (A) through the assumption and assignment of the Assumed Contracts, as contemplated by this Agreement, to Buyer, and (B) through the rejection, if approved by the Bankruptcy Court, of the Contracts that are the subject of the *Omnibus Motion for Entry of an Order (I) Authorizing the Rejection of Legacy Customer Contracts and (II) Granting Related Relief* filed at Docket Number 88, or (ii) Lease;

(g) No Seller shall enter into new Contracts or amend or modify Contracts, and no Seller shall amend, modify, extend, renew or terminate any Lease, nor enter into any new Lease;

(h) No Seller shall remove or permit to be removed from any building, facility, or real property any Purchased Asset or any Purchased Inventory (other than the sale of Purchased Inventory in the Ordinary Course of Business);

(i) No Seller shall return Purchased Inventory with an aggregate value of more than $5,000 to any single vendor unless defective;

(j) No Seller shall enter into any commitment with respect to remodeling, except as required by the terms of any Lease for Leased Real Property;

(k) Sellers shall make all post-petition payments related to Assumed Contracts that become or became due or payable pursuant to the terms thereof to the extent provided in the DIP Budget;

(l) Sellers shall comply in all material respects with all material Laws applicable to them or having jurisdiction over the Business or any Purchased Asset;

(m) No Seller shall, directly or indirectly, cancel, forgive or compromise any material debt or claim or waive or release any material right of any Seller, in each case that constitutes a Purchased Asset;

(n) Sellers shall maintain in full force and effect each Assumed Permit held by any Seller as of the date hereof or otherwise obtained by any Seller prior to the Closing, and shall comply in all material respects with the terms of each such Permit and no Seller shall permit any such Permit to terminate, expire or lapse other than in the Ordinary Course of Business;

(o) Sellers shall, in all material respects (i) conduct the Business in the Ordinary Course of Business, (ii) use commercially reasonable efforts to preserve the existing business organization and keep management of the Business intact, (iii) use commercially reasonable efforts to keep available the services of the Current Employees, to the extent reasonably feasible, and (iv) use commercially reasonable efforts to maintain the existing

relations with customers, carriers, suppliers, creditors, business partners, Current Employees and others having business dealings with the Business, to the extent reasonably feasible;

(p) No Seller shall (i) dispose, sell, assign, transfer, license, agree not to assert, abandon or permit to lapse any material Intellectual Property owned by Sellers, (ii) disclose any trade secrets or other confidential information to any third party; and

(q) No Seller shall (i) make, change or revoke any Tax election, (ii) change an annual accounting period, (iii) adopt or change any accounting method with respect to Taxes, (iv) file any amended Tax Return, (v) enter into any closing agreement, (vi) settle or compromise any Tax claim or assessment, or (vii) consent to any extension or waiver of the limitation period applicable to any claim or assessment with respect to Taxes, in each case (i) through (vii), to the extent such action could be reasonably expected to increase the amount of Taxes attributable to the Purchased Assets or the Business in a Post-Closing Tax Period; furthermore, no Seller shall file any Tax election or take any other action which, in each case, could cause such Seller to change in entity Tax classification.

Nothing contained in this Agreement is intended to give Buyer or its Affiliates, directly or indirectly, the right to control or direct the business of Sellers prior to the Closing.

Section 5.4 **Notice of Developments**. From the date hereof until the Closing Date, each of the Sellers (with respect to itself), as the case may be, shall promptly disclose to Buyer, on the one hand, and Buyer shall promptly disclose to Sellers, on the other hand, in writing (in the form of an updated Disclosure Schedule, if applicable) after attaining knowledge (as applicable to each of Sellers and Buyer) of any real or alleged failure of any of Sellers or Buyer to comply with or satisfy any of their respective covenants, conditions or agreements to be complied with or satisfied by it under this Agreement in any material respect; provided, however, that the delivery of any notice pursuant to this Section 5.4 shall not limit or otherwise affect the remedies available to the Party receiving such notice under this Agreement if such Party objects to the disclosures contained in such notice within five (5) days of receipt of such notice.

Section 5.5 **Access**. Upon reasonable advance written request by Buyer, Sellers shall permit Buyer and its Representatives to have reasonable access to, and make reasonable investigation of, during normal business hours, subject to the terms of Leases and in a manner so as not to interfere unreasonably with the normal business operations of Sellers, to all of the books and records, premises, properties, personnel, Records, Contracts, customers, businesses, assets, accountants, auditors, counsel and operations of the Sellers related to the Business; provided, however, that, for avoidance of doubt, the foregoing shall not require any Party to waive, or take any action with the effect of waiving, its attorney-client privilege or any confidentiality obligation to which it is bound with respect thereto or take any action in violation of applicable Law. Sellers shall cause their respective officers, employees, consultants, agents, accountants, attorneys and other representatives to cooperate with Buyer and Buyer's Representatives in connection with such investigation and examination, and Buyer and its Representatives shall cooperate with Sellers and their respective Representatives and shall use their reasonable efforts to minimize any disruption to the Business. Without limiting the foregoing, Powin's management team shall be available for meetings with Buyer within two (2) Business Days of any request for such a meeting by Buyer.

Section 5.6 **Press Releases and Public Announcements**. After notice to and consultation with Buyer, Sellers shall be entitled to disclose, only to the extent required by applicable Law or by order of the Bankruptcy Court, this Agreement and all information provided by Buyer in connection herewith to the Bankruptcy Court, the United States Trustee, the Committee, parties in interest in the Chapter 11 Cases. Other than statements made in the Bankruptcy Court (or in pleadings filed therein), no Party shall issue (prior to, on or after the Closing) any press release or make any public statement or public communication without the prior written consent of the other Parties, which shall not be unreasonably withheld or delayed; provided, however, Sellers, without the prior consent of Buyer, may (i) make any such public announcement in connection with the Auction after having provided Buyer at least one (1) Business Day to review and comment on such release or announcement (which comments shall be reasonably considered by the Seller) and (ii) communicate with its and its Affiliates' investors and potential investors relating to the transactions contemplated by this Agreement.

Section 5.7 **Bulk Transfer Laws**. Buyer acknowledges that Sellers will not comply with the provisions of any bulk transfer Laws of any jurisdiction in connection with the transactions contemplated by this Agreement, and hereby waives all claims related to the non-compliance therewith. The Parties intend that pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets shall be free and clear of any Liens on the Purchased Assets (other than Permitted Liens), including any Liens arising out of the bulk transfer Laws, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order.

Section 5.8 **Release of Claims**. Notwithstanding anything contained herein to the contrary (including any restriction contained in Section 5.3) prior to the Closing, the Sellers shall deliver to Buyer and the DIP Secured Parties, a full, irrevocable and unconditional release of any and all claims, actions, refunds, causes of action, choses in action, actions, suits or proceedings, rights of recovery, rights of setoff, rights of recoupment, rights of indemnity or contribution and other similar rights (known and unknown, matured and unmatured, accrued or contingent, regardless of whether such rights are currently exercisable) against Buyer, the DIP Secured Parties and their respective current and former officers, directors, stockholders, employees, agents, representatives, attorneys, investors, parents, predecessors, Subsidiaries, successors, assigns, and Affiliates, each of the foregoing in their capacity as such (individually and collectively, the "Buyer Released Parties"), from all actions, causes of action, damages, claims, and demands whatsoever, in law or in equity, known or unknown, contingent or liquidated, whether direct claims or for indemnification or contribution, that the Sellers ever had, now has, or may have against the Buyer Released Parties in connection with any event, conduct or circumstance occurring prior to the Closing.

ARTICLE VI
OTHER COVENANTS

The Parties agree as follows with respect to the period from and after the Closing:

Section 6.1 **Cooperation**. Each of the Parties shall cooperate with each other and shall use their commercially reasonable efforts to cause their respective Representatives to cooperate with each other, to provide an orderly transition of the Purchased Assets and Assumed Liabilities

from Sellers to Buyer and to minimize the disruption to the Business resulting from the Contemplated Transactions.

Section 6.2 **Further Assurances**. In case at any time from and after the Closing any further action is necessary or reasonably required to carry out the purposes of this Agreement, subject to the terms and conditions of this Agreement and the terms and conditions of the Sale Order, at any Party's request and sole cost and expense, each Party shall take such further action (including the execution and delivery to any other Party of such other reasonable instruments of sale, transfer, conveyance, assignment, assumption and confirmation and providing materials and information) as another Party may reasonably request as shall be necessary to transfer, convey and assign to Buyer all of the Purchased Assets, to confirm Buyer's assumption of the Assumed Liabilities and to confirm Sellers' retention of the Excluded Assets and Excluded Liabilities. Without limiting the generality of this Section 6.2, to the extent that either Buyer or Sellers discovers any additional assets or properties which the Parties mutually agree should have been transferred or assigned to Buyer as Purchased Assets but were not so transferred or assigned, Buyer and Sellers shall cooperate and execute and deliver any instruments of transfer or assignment necessary to transfer and assign such asset or property to Buyer. Notwithstanding anything to the contrary in the foregoing, to the extent that any Purchased Assets, including, without limitation, any Records or IT Systems, are not transferred to Buyer on the Closing Date, Seller shall transfer such Purchased Assets to Buyer as quickly as reasonably possible, and in no event later than ten (10) Business Days after the Closing Date (unless such date is extended by written agreement (which may be by e-mail) of the Buyer, Sellers and the Committee).

Section 6.3 **Availability of Business Records**. From and after the Closing, Buyer shall promptly provide to Sellers and their respective Representatives (after reasonable notice and during normal business hours and without charge to Sellers) access to all Records included in the Purchased Assets for periods prior to the Closing to the extent such access is necessary in order for Sellers (as applicable) to comply with applicable Law or any contract to which it is a party, for liquidation, winding up, Tax reporting or other proper purposes and so long as such access is subject to an obligation of confidentiality, and shall preserve such Records until the latest of (i) six (6) years after the Closing Date, (ii) the required retention period for all government contact information, records or documents, (iii) the conclusion of all bankruptcy proceedings relating to the Chapter 11 Cases or (iv) in the case of Records related to Taxes, the expiration of the statute of limitation applicable to such Taxes. Such access shall include access to any information in electronic form to the extent reasonably available. Buyer acknowledges that Sellers have the right to retain originals or copies of all of Records included in the Purchased Assets for periods prior to the Closing. Prior to destroying any Records included in the Purchased Assets for periods prior to the Closing, Buyer shall notify Sellers thirty (30) days in advance of any such proposed destruction of its intent to destroy such Records, and Buyer shall permit Sellers to retain such Records, at Sellers' cost and expense. With respect to any Litigation and claims that are Excluded Liabilities, Buyer shall render all reasonable assistance that Sellers may request in defending or prosecuting such Litigation or claim and shall make available to Sellers such personnel as are most knowledgeable about the matter in question, all without charge.

Section 6.4 **Employee Matters**.

(a) Within twenty (20) Business Days prior to Closing, Sellers will update the Employee Roster. Prior to Closing, Buyer may offer employment to certain of the Current Employees to support the continuation of the Business, at its sole discretion (each, an "Offeree"), on such employment terms as Buyer may determine in its sole discretion.

(b) Following the date of this Agreement:

i. Sellers will allow Buyer or any of its Representatives reasonable access upon reasonable advance notice to meet with and interview the individuals listed on the Employee Roster during normal business hours;

ii. Sellers shall not, nor shall any Seller authorize or direct or give express permission to any Affiliate, officer, director or employee of any Seller or any Affiliate, to (A) interfere with Buyer's or its Representatives' rights under Section 6.4(a) to make offers of employment to any Offeree, or (B) solicit or encourage any Offeree not to accept, or to reject, any such offer of employment;

iii. Sellers shall provide reasonable cooperation and information to Buyer or the relevant Representative as reasonably requested by Buyer or such Representative with respect to its determination of terms and conditions of employment for any Offeree; and

iv. Sellers shall process the payroll for and pay, or cause to be paid, the base wages, base salary and benefits that are due and payable on or prior to the Closing Date with respect to all employees of Sellers. Sellers shall withhold and remit all applicable payroll Taxes as required by Law on or prior to the Closing Date with respect to all employees of Sellers as of such date.

(c) Nothing in this Section 6.4 shall be construed as requiring, and neither Sellers nor any of their Affiliates shall take any affirmative action that would have the effect of requiring Buyer to continue any specific employee benefit plan or to continue the employment of any specific person. Nothing in this Agreement is intended to establish, create or amend, nor shall anything in this Agreement be construed as establishing, creating or amending, any employee benefit plan, practice or program of Buyer, any of its Affiliates or any of Sellers' employee benefit plans, nor shall anything in this Agreement create or be construed as creating any contract of employment or as conferring upon any Current Employee, Offeree or upon any other person, other than the Parties to this Agreement in accordance with its terms, any rights to enforce any provisions of this Agreement under ERISA or otherwise.

Section 6.5 Transfer Taxes. To the extent not exempt under section 1146 of the Bankruptcy Code, Buyer shall pay all Transfer Taxes. Sellers and Buyer shall cooperate to prepare and timely file any Tax Returns required to be filed in connection with Transfer Taxes described in the immediately preceding sentence.

Section 6.6 Property Taxes. Sellers shall be responsible for and shall promptly pay when due all Property Taxes levied with respect to the Purchased Assets attributable to the Pre-

Closing Tax Period, in accordance with applicable Law. All Property Taxes levied with respect to the Purchased Assets for the Straddle Period shall be apportioned between Buyer and Sellers based on the number of days of such Straddle Period included in the Pre-Closing Tax Period and the number of days of such Straddle Period included in the Post-Closing Tax Period. Sellers shall be liable for the proportionate amount of such Property Taxes that is attributable to the Pre-Closing Tax Period, and Buyer shall be liable for the proportionate amount of such Property Taxes that is attributable to the Post-Closing Tax Period. Upon receipt of any bill for such Property Taxes, Buyer or Sellers, as applicable, shall present a statement to the other setting forth the amount of reimbursement to which each is entitled under this Section 6.6 together with such supporting evidence as is reasonably necessary to calculate the proration amount. The proration amount shall be paid by the party owing it to the other within ten (10) days after delivery of such statement. In the event that Buyer or Sellers makes any payment for which it is entitled to reimbursement under this Section 6.6, the applicable party shall make such reimbursement promptly but in no event later than ten (10) days after the presentation of a statement setting forth the amount of reimbursement to which the presenting party is entitled along with such supporting evidence as is reasonably necessary to calculate the amount of reimbursement.

Section 6.7 Insurance Policies. Other than as provided in Section 2.2(l) above, upon Closing, the Sellers shall cause the assignment of all rights of the Sellers in and to all insurance coverage provided in relation to Sellers and the Purchased Assets that is maintained by any Seller or its Affiliates (whether such policies are maintained with third party insurers or with such Seller or its Affiliates) to the Buyer as soon as reasonably practicable (and in no event within forty-five (45) days following the Closing).

Section 6.8 Collection of Accounts Receivable.

(a) As of the Closing Date, each Seller hereby (i) authorizes Buyer to open any and all mail addressed to any Seller relating to the Business or the Purchased Assets and delivered to the offices of the Business or otherwise to Buyer if received on or after the Closing Date and (ii) appoints Buyer or its attorney-in-fact to endorse, cash and deposit any monies, checks or negotiable instruments received by Buyer after the Closing Date with respect to accounts receivable relating to work performed by Buyer after the Closing made payable or endorsed to any Seller or Sellers' order, for Buyer's own account.

(b) As of the Closing Date, each Seller agrees that any monies, checks or negotiable instruments received by any Seller after the Closing Date with respect to accounts receivable relating to work performed by Buyer after the Closing shall be held in trust by such Seller for Buyer's benefit and account, and promptly upon receipt by a Seller of any such payment (but in any event within five (5) Business Days of such receipt), such Seller shall pay over to Buyer or its designee the amount of such payments. In addition, Buyer agrees that, after the Closing, it shall hold and shall promptly transfer and deliver to Sellers, from time to time as and when received by Buyer or its Affiliates, any cash, checks with appropriate endorsements, or other property that Buyer or its Affiliates may receive on or after the Closing which properly belongs to Sellers hereunder, including any Excluded Assets.

(c) As of the Closing Date, Buyer shall have the sole authority to bill and collect accounts receivable relating to work performed by Buyer after the Closing.

Section 6.9 Fiduciary Obligations. Without limiting the rights of Buyer under this Agreement and rights to receive the Breakup Fee and Expense Reimbursement pursuant to Section 8.3, nothing in this Agreement will require Sellers or any of their respective managers to take any action, or to refrain from taking any action, to the extent any such manager determines, in good faith, upon the advice of counsel, that taking or failing to take such action is required in order for such manager to comply with its fiduciary obligations under applicable Law. Without limiting the rights of Buyer in this Agreement and rights to receive the Breakup Fee and Expense Reimbursement pursuant to Section 8.3, for the avoidance of doubt, Sellers retain the right to pursue any transaction or restructuring strategy, including an Alternate Transaction, that, in the good faith and business judgment of the managers of any Seller, upon the advice of counsel, is required in order for such manager to comply with its fiduciary duties under applicable Law to maximize the value of their businesses and estates; provided that Sellers must use their reasonable best efforts to respond promptly to information requests from Buyer relating to any Alternate Transaction.

Section 6.10 Covenant Not to Sue. Buyer hereby covenants and agrees that it is not acquiring rights to, and shall not have the right to bring suit or otherwise assert, or assign, any claims before any court, arbitrator, mediator or administrative agency anywhere in the world against Sellers' current or former officers, directors, managers or independent managers; provided, that Buyer retains all rights to enforce this Agreement. Buyer further covenants and agrees that it shall not assign the customer claims included in the IP and Customer Claims. With respect to officers, managers or directors who are hired by Buyer, such individuals shall be released by Sellers at Closing for pre-Closing actions.

Section 6.11 Inventory Premises Maintenance Obligations. The Sellers shall maintain the Inventory Premises Agreements and comply with all terms thereunder until, with respect to each Inventory Premises Agreement, the earlier of (a) October 8, 2025 (unless such date is extended by written agreement (which may be by e-mail) of the Buyer, Sellers and the Committee), or (b) the date on which Buyer notifies Powin in writing that Buyer has completed the removal of all Purchased Assets from such Inventory Premises or entered into a new agreement with the applicable counterparty (the "Inventory Premises Maintenance Period"). During the Inventory Premises Maintenance Period, the Sellers shall hold and maintain all Purchased Assets located at the Inventory Premises in its current condition and location for the benefit of Buyer, and shall provide Buyer with reasonable access to the Inventory Premises and reasonable cooperation with Buyer in connection with Buyer's removal of the Purchased Assets from the Inventory Premises. Sellers shall not relocate, sell, or otherwise dispose of any Purchased Assets without the prior written consent of Buyer. Buyer agrees to reimburse Sellers for any obligations of Sellers accrued under Inventory Premises Agreements during the Inventory Premises Maintenance Period, provided that such payments are not accrued with respect to amounts that were required under the Inventory Premises Agreements to be made prior to the Closing.

ARTICLE VII
CONDITIONS TO CLOSING

Section 7.1 Conditions to Buyer's Obligations.

Subject to Section 7.3, Buyer's obligation to consummate the Contemplated Transactions in connection with the Closing is subject to satisfaction or written waiver of the following conditions (any or all of which may be waived in writing by the Sellers and the Buyer in whole or in part to the extent permitted by applicable Law):

(a) as of the date hereof and as of the Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (i) each representation or warranty contained in Section 3.1, Section 3.2 or Section 3.3 shall be true and correct in all respects other than *de minimis* exceptions, and (ii) each other representation or warranty set forth in Article III shall be true and correct in all respects, except where the failure of such representations and warranties referred to in this clause (ii) to be true and correct, individually or in the aggregate with other such failures, has not had, and would not reasonably be expected to have, a Material Adverse Effect; provided, however, that for purposes of determining the accuracy of representations and warranties referred to in clause (ii) for purposes of this condition, all qualifications as to "materiality" and "Material Adverse Effect" contained in such representations and warranties shall be disregarded;

(b) Sellers shall have performed and complied with their covenants and agreements hereunder to the extent required to be performed prior to the Closing in all material respects, and Sellers shall have caused the documents and instruments required by Section 2.9(a) to be delivered to Buyer (or tendered subject only to Closing);

(c) no Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Decree that is in effect and that has the effect of making the Closing illegal or otherwise prohibiting the consummation of the Closing;

(d) the amount of Cure Amounts paid with respect to the Assumed Contracts set forth on Schedule 2.3(a) as of the date of this Agreement does not, in the aggregate, exceed the Cure Amount Caps;

(e) Buyer shall have received all of the Consents from third parties (including any Governmental Entities) and Permits listed on Schedule 7.1 (as the same may be revised, amended or modified by the Buyer in its sole discretion up until the Auction);

(f) the Sale Order shall have been entered by the Bankruptcy Court and shall be a Final Order (unless such Final Order requirement is waived by the Buyer);

(g) no Event of Default (as defined in the DIP Order) shall have occurred and be continuing under the DIP Order;

(h) The DIP Order shall have been approved and shall not have been terminated; and

(i) Sellers shall have delivered a certificate from an authorized officer of Sellers to the effect that each of the conditions specified in Section 7.1(a) and Section 7.1(b) has been satisfied.

Section 7.2 Conditions to Sellers' Obligations. Subject to Section 7.3, Sellers' obligation to consummate the Contemplated Transactions in connection with the Closing are subject to satisfaction or written waiver of the following conditions (any or all of which may be waived in writing by the Sellers and the Buyer in whole or in part to the extent permitted by applicable Law):

(a) as of the date hereof and as of the Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (i) each representation or warranty contained in Section 4.1, Section 4.2 or Section 4.3 shall be true and correct in all respects other than *de minimis* exceptions, and (ii) each other representation or warranty set forth in Article IV shall be true and correct in all material respects, except where the failure of such representations and warranties referred to in this clause (ii) to be true and correct, individually or in the aggregate with other such failures, would not reasonably be expected to materially prevent, restrict or delay the consummation of the Contemplated Transactions or by any Related Agreement; provided, however, that for purposes of determining the accuracy of representations and warranties referred to in clause (ii) for purposes of this condition, all qualifications as to "materiality" and "Material Adverse Effect" contained in such representations and warranties shall be disregarded;

(b) Buyer shall have performed and complied with its covenants and agreements hereunder to the extent required to be performed prior to the Closing in all material respects, and Buyer shall have caused the documents, instruments and payments required by Section 2.9(b) to be delivered to Sellers (or tendered subject only to Closing);

(c) no Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Decree that is in effect and that has the effect of making the Closing illegal or otherwise prohibiting the consummation of the Closing;

(d) the Sale Order shall have been entered by the Bankruptcy Court and shall be a Final Order (unless such Final Order requirement is waived by the Buyer); and

(e) Buyer shall have delivered a certificate from an authorized officer of Buyer to the effect that each of the conditions specified in Section 7.2(a) and Section 7.2(b) has been satisfied.

Section 7.3 No Frustration of Closing Conditions. Neither Buyer nor Sellers may rely on the failure of any condition to its obligation to consummate the Contemplated Transactions set forth in Section 7.1 or Section 7.2, as the case may be, to be satisfied if such failure was caused by such Party's failure to use its commercially reasonable efforts with respect to those matters contemplated by the applicable Sections of this Agreement to satisfy the conditions to the consummation of the Contemplated Transactions or other breach of a representation, warranty or covenant hereunder.

Section 7.4 **Waiver of Conditions**. Upon the occurrence of the Closing, any condition set forth in this Article VII that was not satisfied as of the Closing will be deemed to have been waived for all purposes by the Party having the benefit of such condition as of and after the Closing.

ARTICLE VIII
TERMINATION

Section 8.1 **Termination of Agreement**. This Agreement may be terminated in accordance with this Article VIII and the Contemplated Transactions abandoned at any time prior to the Closing (each a "Termination Event"):

(a) by the mutual written consent of Buyer, on the one hand, and Sellers, on the other hand;

(b) by written notice of either Buyer or Sellers, if there shall be any Law that makes consummation of the transactions contemplated hereby illegal or otherwise prohibited, or upon the issuance by any Governmental Entity of an Decree restraining, enjoining, or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or declaring unlawful the transactions contemplated by this Agreement, and such Decree having become final, binding and non-appealable; provided that no termination may be made by a Party under this Section 8.1(b) if the issuance of such Decree was caused by the breach or action or inaction of such Party;

(c) by written notice of either Buyer or Sellers, if the Closing shall not have occurred on or before the Outside Date;

(d) by written notice of either Buyer or Sellers, if any of the Chapter 11 Cases is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Sellers is appointed in the Chapter 11 Cases;

(e) by Buyer, if (i) the Sale Procedures Order shall not have been entered by the Bankruptcy Court on or before July 16, 2025, (ii) the Auction has not concluded by midnight August 1, 2025, (iii) the Sale Order shall not have been entered by the Bankruptcy Court on or before August 7, 2025, (iv) at any time after entry of the Sale Procedures Order, such Sale Procedures Order (including, without limitation, the provisions therein relating to the bid protections) is reversed, stayed, vacated or otherwise modified by the Bankruptcy Court, or (v) at any time after entry of the Sale Order, such Sale Order is reversed, stayed, vacated or otherwise modified;

(f) by Buyer by giving written notice to Sellers at any time prior to Closing in the event Sellers have breached any representation, warranty, covenant or agreement contained in this Agreement and as a result of such breach the conditions set forth in Sections 7.1(a) and 7.1(b) hereof, as the case may be, would not then be satisfied at the time of such breach, Buyer has notified Sellers of the breach, and the breach has continued without cure for the earlier of (i) ten (10) days following the proposed Closing Date so long

as all other conditions of Buyer have been satisfied or (ii) for a period of thirty (30) days after the notice of the breach, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants hereof to be performed or complied with by it prior to the Closing, and such condition is not waived by Buyer;

(g) by Sellers by giving written notice to Buyer at any time prior to Closing in the event Buyer has breached any representation, warranty, covenant or agreement contained in this Agreement and as a result of such breach the conditions set forth in Sections 7.2(a) and 7.2(b) hereof, as the case may be, would not then be satisfied at the time of such breach, Sellers have notified Buyer of the breach, and the breach has continued without cure for the earlier of (i) ten (10) days following the proposed Closing Date so long as all other conditions of Buyer have been satisfied or (ii) for a period of thirty (30) days after the notice of the breach, unless such failure shall be due to the failure of Sellers to perform or comply with any of the covenants hereof to be performed or complied with by them prior to the Closing, and such condition is not waived by Sellers;

(h) by written notice from Sellers to Buyer, if all of the conditions set forth in Section 7.1 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) or waived and Buyer fails to complete the Closing at the time required by Section 2.8;

(i) by Buyer if (i) any Seller withdraws the Sale Motion, (ii) any Seller moves to voluntarily dismiss the Chapter 11 Cases, (iii) any Seller moves for conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (iv) any Seller moves for appointment of an examiner with expanded powers pursuant to Section 1104 of the Bankruptcy Code or a trustee in the Chapter 11 Cases, (v) Buyer is not selected as the Successful Bidder or Back-Up Bidder at the conclusion of the Auction, (vi) Buyer has been selected as Back-Up Bidder and the Back-Up Termination Date has occurred, or (vii) there is in effect a Final Order of a Governmental Authority of competent jurisdiction restraining, enjoining, or otherwise prohibiting the consummation of the transactions;

(j) by written notice from Buyer to the Sellers upon the occurrence of any Default or Event of Default (as defined in the DIP Order or any DIP Loan Documents);

(k) by Buyer if any secured creditor of any Seller obtains relief from the stay to foreclose on a material portion of the Purchased Assets;

(l) by Buyer if any Affiliates of the Sellers that, directly or indirectly through one or more intermediaries, controls Sellers, files for relief pursuant to the Bankruptcy Code;

(m) by Buyer if Sellers enter into a definitive agreement with respect to an Alternate Transaction; or

(n) automatically and without any action or notice by Sellers to Buyer, or Buyer to Sellers, immediately upon:

i. approval by the Bankruptcy Court of Alternate Transaction, unless Buyer is a Back-Up Bidder under the Sale Procedures Order with respect to such Alternate Transaction; or

ii. the consummation of an Alternate Transaction.

Notwithstanding anything to the contrary contained herein, (i) in no event may Buyer terminate this Agreement under Section 8.1(f) on account of Buyer's failure to satisfy the conditions contained in Sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code with respect to any proposed Assumed Contract, and (ii) a Party shall not be permitted to terminate this Agreement pursuant to this Article VIII if the applicable Termination Event was caused by the breach of such Party or such Party's gross negligence, willful misconduct, or bad faith.

Section 8.2 Procedure upon Termination. In the event of termination and abandonment by Buyer, on the one hand, or Sellers, on the other hand, or both, pursuant to Section 8.1, written notice thereof shall forthwith be given to the other Party or Parties, and this Agreement shall terminate and the Contemplated Transactions shall be abandoned, without further action by Buyer or Sellers.

Section 8.3 Breakup Fee and Expense Reimbursement.

(a) In consideration of Buyer having expended considerable time and expense in connection with this Agreement and the negotiation thereof, and the identification and quantification of assets to be included in the Purchased Assets, and to compensate Buyer as a stalking horse bidder, (i) if this Agreement is terminated by Buyer pursuant to Section 8.1(f), 8.1(i) or 8.1(m), (ii) if this Agreement is terminated by Buyer or Sellers pursuant to Section 8.1(c) at a time when Buyer would have been permitted to terminate pursuant to Section 8.1(f), 8.1(i) or 8.1(m); (iii) if this Agreement is terminated pursuant to Section 8.1(n); (iv) upon consummation of an Alternate Transaction, or (v) if, at any time, the Bankruptcy Court issues an order approving the termination of this Agreement by Sellers in order to allow the respective boards of directors of Sellers to fulfill their respective fiduciary duties under applicable Law, then, in each case of the foregoing clauses (i) – (v), Sellers shall immediately pay to Buyer the Breakup Fee and the Expense Reimbursement.

(b) Sellers' obligation to pay the Breakup Fee and Expense Reimbursement pursuant to this Section 8.3 shall survive termination of this Agreement and shall constitute superpriority administrative expense Claims against each of the Sellers under section 503(b) of the Bankruptcy Code.

(c) The Sellers acknowledge and agree that (i) the payment of the Breakup Fee and Expense Reimbursement is an integral part of the transactions contemplated by this Agreement, (ii) in the absence of the Sellers' obligations to make this payment, the Buyer would not have entered into this Agreement, (iii) time is of the essence with respect to the payment of the Breakup Fee and Expense Reimbursement and (iv) the Breakup Fee and Expense Reimbursement shall constitute part of the DIP Indebtedness and shall be secured by the DIP Lien (as defined in the DIP Order) on the Collateral (as defined in the DIP Order) and be entitled to the other DIP Protections (as defined in the DIP Order). If the

Sellers fail to take any action necessary to cause the delivery of the Breakup Fee and Expense Reimbursement under circumstances where the Buyer is entitled to the Breakup Fee and Expense Reimbursement and, in order to obtain such Breakup Fee or Expense Reimbursement the Buyer commences a suit which results in a judgment in favor of the Buyer, the Sellers shall pay to the Buyer, in addition to the Breakup Fee and Expense Reimbursement, an amount in cash equal to the costs and expenses (including reasonable attorney's fees) incurred by the Buyer in connection with such suit.

(d) The Parties further acknowledge that the damages resulting from termination of this Agreement under circumstances where Buyer is entitled to the Breakup Fee are uncertain and incapable of accurate calculation and that the delivery of the Breakup Fee to the Buyer is not a penalty but rather shall constitute liquidated damages in a reasonable amount that will compensate the Buyer in the circumstances where the Buyer is entitled to the Breakup Fee for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Contemplated Transactions, and that, without these agreements, the Buyer would not enter into this Agreement.

Section 8.4 **Effect of Termination**. In the event that this Agreement is validly terminated pursuant to a right of termination as provided herein, then each of the Parties shall be relieved of its duties and obligations arising under this Agreement effective as of the date of such termination and such termination shall be without Liability to Buyer or the Sellers; provided, however, that Section 8.1, Section 8.2, Section 8.3 this Section 8.4, Article IX and the Sale Procedures Order (if entered), and in each case the rights and obligations of each of the Parties thereunder, shall survive any such termination and shall be enforceable hereunder. In no event shall any termination of this Agreement relieve any Party hereto of any Liability for any breach of this Agreement by such Party.

ARTICLE IX
MISCELLANEOUS

Section 9.1 **Remedies**. The Parties recognize that if a Party breaches or refuses to perform any of their covenants set forth in this Agreement, monetary damages alone would not be adequate to compensate the non-breaching Party for their injuries. The non-breaching Party shall therefore be entitled, in addition to any other remedies that may be available, to obtain specific performance of, or to enjoin the violation of, the terms of such covenants. If any Litigation is brought by the non-breaching Party to enforce such covenants, the breaching Party shall waive the defense that there is an adequate remedy at Law. The Parties agree to waive any requirement for the security or posting of any bond in connection with any Litigation seeking specific performance of, or to enjoin the violation of, such covenants. The Parties agree that the only permitted objection that they may raise in response to any action for specific performance of such covenants is that it contests the existence of a breach or threatened breach of such covenants.

Section 9.2 **Expenses**. Except as otherwise provided in this Agreement, the DIP Order, the DIP Loan Agreements or a Related Agreement, the Sellers and Buyer shall bear their own expenses, including attorneys' fees, incurred in connection with the negotiation and execution of

this Agreement, the Related Agreements and each other agreement, document and instrument contemplated by this Agreement and the consummation of the Contemplated Transactions.

Section 9.3 **Entire Agreement**. This Agreement (including the schedules and exhibits hereto and other documents specifically referred to herein) and the Related Agreements constitute the entire agreement among the Parties and supersede any prior understandings, agreements or representations (whether written or oral) by or among the Parties, written or oral, with respect to the subject matter hereof.

Section 9.4 **Incorporation of Schedules, Exhibits and Disclosure Schedule**. The schedules, appendices and exhibits to this Agreement, the documents and other information made available in the Disclosure Schedule are incorporated herein by reference and made a part hereof.

Section 9.5 **Amendments and Waivers**. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party except as expressly provided herein. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Agreement. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent default, misrepresentation or breach of warranty or covenant. No conditions, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this Agreement shall be binding unless this Agreement is amended or modified in writing pursuant to the first sentence of this Section 9.5 except as expressly provided herein. Except where a specific period for action or inaction is provided herein, no delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

Section 9.6 **Succession and Assignment**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. None of the Parties may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of all Parties; provided, however, that Buyer shall be permitted to assign any of its rights hereunder to one or more of its Affiliates, as designated by Buyer in writing to Sellers; provided, however, Buyer shall remain liable for all of its obligations under this Agreement after any such assignment; provided, further, that Sellers shall be permitted to assign any of their rights hereunder pursuant to a confirmed chapter 11 plan or pursuant to an order of the Bankruptcy Court.

Section 9.7 **Notices**. All notices, requests, demands, claims and other communications hereunder shall be in writing except as expressly provided herein. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient; (ii) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid); (iii) when sent by email (with written confirmation of transmission); or (iv) three (3) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to any Sellers, then to:

Brian Kane
Chief Executive Officer
20550 SW 115th Ave.
Tualatin, OR 97062
Email: brian.kane@powin.com

with a copy to:

Van C. Durrer, II
Tania M. Moyron
Dentons US LLP
601 S. Figueroa Street
Suite 2500
Los Angeles, CA 90017-5704
Email: van.durrer@dentons.com
tania.moyron@dentons.com

If to Buyer, then to:

FlexGen Power Systems, LLC
280 S. Mangum Street, Suite 150
Durham, NC 27701
Attention: Kelcy Pegler, Chief Executive Officer
Aruna Chandra, EVP and General Counsel
Email: kpegler@flexgen.com
achandra@flexgen.com

with copies (which shall not constitute notice) to:

Latham & Watkins LLP
1271 Avenue of the Americas
New York, NY 10020
Attention: Joe Alexander; Jen Smith
Email: joe.alexander@lw.com
jen.smith@lw.com

Any Party may change the mailing address or email address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner set forth in this Section 9.7.

Section 9.8 Governing Law; Jurisdiction. This Agreement shall in all aspects be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware, and the obligations, rights and remedies of the Parties shall be

determined in accordance with such Laws. The Parties agree that any Litigation one Party commences against any other Party pursuant to this Agreement shall be brought exclusively in the Bankruptcy Court and each of the Parties hereby irrevocably consents to the jurisdiction of the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the Bankruptcy Court or that any such suit, action or proceeding which is brought in the Bankruptcy Court has been brought in an inconvenient forum; provided that if the Bankruptcy Court is unwilling or unable to hear any such Litigation, then the courts of the State of Delaware, sitting in New Castle County, Delaware, and the federal courts of the United States of America sitting in New Castle County, Delaware, shall have exclusive jurisdiction over such Litigation.

Section 9.9 Consent to Service of Process. Each of the Parties hereby consents to process being served by any Party, respectively, in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 9.7.

Section 9.10 WAIVERS OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS OR THEREBY.

Section 9.11 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner adverse to any Party. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) the Parties shall negotiate in good faith to find a suitable and equitable provision that shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability in any one jurisdiction affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 9.12 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

Section 9.13 No Survival of Representations, Warranties and Agreements. Each of the representations and warranties and the covenants and agreements (to the extent such covenant or agreement contemplates or requires performance by such party prior to the Closing) of the Parties set forth in this Agreement or in any other document contemplated hereby, or in any certificate delivered hereunder or thereunder, will terminate effective immediately as of the Closing such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought with respect thereto after the Closing. Each covenant and agreement that explicitly

contemplates performance after the Closing, will, in each case and to such extent, expressly survive the Closing in accordance with its terms, and if no term is specified, then for six (6) years following the Closing Date, and nothing in this Section 9.13 will be deemed to limit any rights or remedies of any Person for breach of any such surviving covenant or agreement. Buyer and Sellers acknowledge and agree, on their own behalf and, with respect to Buyer that the agreements contained in this Section 9.13 (a) require performance after the Closing to the maximum extent permitted by applicable Law and will survive the Closing for six (6) years; and (b) are an integral part of the transactions contemplated hereby and that, without the agreements set forth in this Section 9.13, none of the Parties would enter into this Agreement.

Section 9.14 Non-Recourse. This Agreement may only be enforced against, and any Litigation based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as Parties to this Agreement. Except to the extent named as a Party to this Agreement, and then only to the extent of the specific obligations of such Parties set forth in this Agreement, no past, present or future shareholder, member, partner, manager, director, officer, employee, Affiliate, agent or representative of any Party to this Agreement will have any Liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or Liabilities of any of the Parties to this Agreement or for any Litigation based upon, arising out of or related to this Agreement.

Section 9.15 Construction. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice versa. The word "including" and "include" and other words of similar import shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereto" and "hereby," and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision of this Agreement. Unless expressly stated in connection therewith or the context otherwise requires, the phrase "relating to the Business" and other words of similar import shall be deemed to mean "relating to the operation of the Business as conducted as of the date hereof." Except as otherwise provided herein, references to Articles, Sections, clauses, subclauses, subparagraphs, Schedules, Exhibits, Appendices and the Disclosure Schedule herein are references to Articles, Sections, clauses, subclauses, subparagraphs, Schedules, Appendices, Exhibits and the Disclosure Schedule of this Agreement. Any reference herein to any Law (or any provision thereof) shall include such Law (or any provision thereof) and any rule or regulation promulgated thereunder, in each case, including any successor thereto, and as it may be amended, modified or supplemented from time to time. Any reference herein to "dollars" or "$" means United States dollars.

Section 9.16 Computation of Time. In computing any period of time prescribed by or allowed with respect to any provision of this Agreement that relates to Sellers or the Chapter 11 Cases, the provisions of rule 9006(a) of the Federal Rules of Bankruptcy Procedure shall apply.

Section 9.17 Mutual Drafting. Each of the Parties has participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no

presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 9.18 **Disclosure Schedule**. The Disclosure Schedule has been arranged for purposes of convenience in separately numbered sections corresponding to the sections of this Agreement; however, each section of the Disclosure Schedule will be deemed to incorporate by reference all information disclosed in any other section of the Schedules, and any disclosure in the Disclosure Schedule will be deemed a disclosure against any representation or warranty set forth in this Agreement if the purpose for disclosure in such other section of the Schedules or again any other representation or warranty is reasonably apparent on its face. Capitalized terms used in the Disclosure Schedule and not otherwise defined therein have the meanings given to them in this Agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Disclosure Schedule or the attached exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course of Business or consistent with past practice, and no Party will use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, the Disclosure Schedule or exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Disclosure Schedule or exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course of Business. In addition, matters reflected in the Disclosure Schedule are not necessarily limited to matters required by this Agreement to be reflected in the Disclosure Schedule. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. No information set forth in the Disclosure Schedule will be deemed to broaden in any way the scope of the Parties' representations and warranties. Any description of any agreement, document, instrument, plan, arrangement or other item set forth on any Disclosure Schedule is a summary only and is qualified in its entirety by the terms of such agreement, document, instrument, plan or arrangement which terms will be deemed disclosed for all purposes of this Agreement. The information contained in this Agreement, in the Disclosure Schedule and exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission by any Party to any third party of any matter whatsoever, including any violation of Law or breach of contract.

Section 9.19 **No Waiver or Release**. Notwithstanding anything herein to the contrary, all terms, conditions, covenants, representations and warranties contained in the DIP Order and the DIP Loan Documents, and all rights, powers and remedies of the DIP Secured Parties and all of the obligations of the Sellers thereunder are reserved and are not amended, modified, limited or otherwise affected by the terms and conditions of this Agreement.

Section 9.20 **Headings; Table of Contents**. The section headings and the table of contents contained in this Agreement and the Disclosure Schedule are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.21 **Counterparts; Facsimile and Email Signatures**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which

together shall constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

Section 9.22 **Time of Essence**. Time is of the essence of this Agreement.

[END OF PAGE]
[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGE TO
ASSET PURCHASE AGREEMENT

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

SELLERS:

POWIN, LLC
PEOS HOLDINGS, LLC
POWIN CHINA HOLDINGS 1, LLC
POWIN CHINA HOLDINGS 2, LLC
CHARGER HOLDINGS, LLC
POWIN ENERGY ONTARIO STORAGE, LLC
POWIN ENERGY OPERATING, LLC
POWIN ENERGY OPERATING HOLDINGS, LLC
POWIN PROJECT LLC

Signed by:
By Gerard Uzzi
C933082321E44B5...
Name: Gerard Uzzi
Title: Chief Restructuring Officer

BUYER:

FLEXGEN POWER SYSTEMS, LLC

By _____
Name:
Title:

Docusign Envelope ID: 6DE07A7E-D4AE-4BED-848F-092D0473A408

SIGNATURE PAGE TO
ASSET PURCHASE AGREEMENT

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

SELLERS:

POWIN, LLC
PEOS HOLDINGS, LLC
POWIN CHINA HOLDINGS 1, LLC
POWIN CHINA HOLDINGS 2, LLC
CHARGER HOLDINGS, LLC
POWIN ENERGY ONTARIO STORAGE, LLC
POWIN ENERGY OPERATING, LLC
POWIN ENERGY OPERATING HOLDINGS, LLC
POWIN PROJECT LLC

By_____
Name: Gerard Uzzi
Title: Chief Restructuring Officer

BUYER:

FLEXGEN POWER SYSTEMS, LLC

By_____
Name: Kelcy Pegler
Title: Chief Executive Officer

EXHIBIT A

Form of Bill of Sale

US-DOCS\160834688.19
US_ACTIVE\130687448\V-17
US-DOCS\160834688.21

BILL OF SALE

This Bill of Sale, dated as of [_____], 2025 (this "Bill of Sale"), is made and entered into by and among Powin, LLC, a Delaware limited liability company ("Powin"), and Powin's direct and indirect subsidiaries that are signatories below (together with Powin, "Sellers" or the "Debtors"), and FlexGen Power Systems, LLC, a Delaware limited liability company (together with its permitted successors, designees and assigns, "Buyer"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement, dated as of July 6, 2025 (the "Asset Purchase Agreement"), by and among Buyer and Sellers.

WHEREAS, pursuant to sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Sellers in and to the Purchased Assets, free and clear of all Liens (other than Permitted Liens); and

WHEREAS, Sellers desire to deliver to Buyer such instruments of sale, transfer assignment, conveyance and delivery as are required to vest in Buyer all of Sellers' right, title and interest in and to the Purchased Assets.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Each Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of its right, title and interest in and to the Purchased Assets, free and clear of all Liens (other than Permitted Liens).

2. From time to time after the Closing Date, each Seller shall, upon the reasonable request of Buyer, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as Buyer may reasonably request in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Bill of Sale.

3. This Bill of Sale is being executed by Sellers and Buyer and shall be binding upon each of Sellers and Buyer, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

4. No provision of this Bill of Sale, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Bill of Sale or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Bill of Sale shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Bill of Sale may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the party(ies) against whom the waiver is to be effective.

6. This Bill of Sale is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Bill of Sale shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Bill of Sale as provided by, and subject to the limitations set forth in, the Asset Purchase Agreement. To the extent any provision of this Bill of Sale is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

7. This Bill of Sale shall in all aspects be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware, and the obligations, rights and remedies of the parties shall be determined in accordance with such Laws.

8. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Bill of Sale or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be duly executed by their respective authorized officers as of the date first above written.

SELLERS:

POWIN, LLC
PEOS HOLDINGS, LLC
POWIN CHINA HOLDINGS 1, LLC
POWIN CHINA HOLDINGS 2, LLC
CHARGER HOLDINGS, LLC
POWIN ENERGY ONTARIO STORAGE, LLC
POWIN ENERGY OPERATING, LLC
POWIN ENERGY OPERATING HOLDINGS, LLC
POWIN PROJECT LLC

By_____
Name: Gerard Uzzi
Title: Chief Restructuring Officer

BUYER:

FLEXGEN POWER SYSTEMS, LLC

By_____
Name:
Title:

EXHIBIT B

Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement, dated as of [_____], 2025 (this "Agreement"), is made and entered into by and among Powin, LLC, a Delaware limited liability company ("Powin"), and Powin's direct and indirect subsidiaries that are signatories below (together with Powin, "Sellers" or the "Debtors"), and FlexGen Power Systems, LLC, a Delaware limited liability company (together with its permitted successors, designees and assigns, "Buyer"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement, dated as of July 6, 2025 (the "Asset Purchase Agreement"), by and among Buyer and Sellers.

WHEREAS, pursuant to sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Sellers in and to the Purchased Assets including, without limitation, the Assumed Contracts, free and clear of all Liens (other than Permitted Liens); and

WHEREAS, pursuant to Section 2.3 of the Asset Purchase Agreement, Buyer has agreed to assume, effective as of the Closing, the Assumed Liabilities.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Sellers hereby assign and delegate the Assumed Contracts and the Assumed Liabilities to Buyer and Buyer hereby accepts assignment and delegation of and assumes the Assumed Contracts and the Assumed Liabilities as set forth in the Asset Purchase Agreement. Buyer assumes none of the Excluded Liabilities and the parties agree that all such Excluded Liabilities remain the responsibility of Sellers.

2. From time to time after the Closing Date, each Seller shall, upon the reasonable request of Buyer, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as Buyer may reasonably request in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Agreement.

3. This Agreement is being executed by Sellers and Buyer and shall be binding upon each of Sellers and Buyer, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

4. No provision of this Agreement, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and

agreements contained in this Agreement shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Agreement may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the party(ies) against whom the waiver is to be effective.

6. This Agreement is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Agreement shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Agreement as provided and subject to the limitations set forth in the Asset Purchase Agreement. To the extent any provision of this Agreement is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

7. This Agreement shall in all aspects be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware, and the obligations, rights and remedies of the parties shall be determined in accordance with such Laws.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

SELLERS:

POWIN, LLC
PEOS HOLDINGS, LLC
POWIN CHINA HOLDINGS 1, LLC
POWIN CHINA HOLDINGS 2, LLC
CHARGER HOLDINGS, LLC
POWIN ENERGY ONTARIO STORAGE, LLC
POWIN ENERGY OPERATING, LLC
POWIN ENERGY OPERATING HOLDINGS, LLC
POWIN PROJECT LLC

By_____
Name: Gerard Uzzi
Title: Chief Restructuring Officer

BUYER:

FLEXGEN POWER SYSTEMS, LLC

By_____
Name:
Title:

POWIN STALKING HORSE APA

SCHEDULES

[*See attached*]

Schedule 1

EXCLUDED CLAIMS

1. Powin LLC's claims against Customs and Border Protection (the "CBP") regarding CBP's HTS Code classification and country-of-origin ruling.

2. The Sellers' claims against current defendants (as of the date of this Agreement) relating to *Powin Energy Corporation v. United States* (Case No. 23-00092), pending in the Court of International Trade.

3. The Sellers' claims against current defendants (as of the date of this Agreement) relating to *Powin LLC v. United States* (Case No. 23-00092), pending in the Court of International Trade.

Schedule 1.1(a)

INDIVIDUALS CONSTITUTING SELLER'S KNOWLEDGE

Brian Kane

Adam Cordovva

Chad Paulson

Kirk Fleischhauer

Mahesh Sathe

Vytha Vadlamani

Kevin Paprzycki

Arielle Pacheco

Janice Mahn

Chris Baker

Mike Engle

Beth Hale

Freddy Banks

Lisa Veber

Gerard Uzzi

Schedule 1.1(b)

SPECIFIED CUSTOMER CLAIM

Causes of action and claims arising under chapter 5 of the Bankruptcy Code against DTE Electric Company ("DTE") related to DTE's project in Trenton, Michigan.

Schedule 2.1(a)

PURCHASED INVENTORY

Included Warehouses & 3PLs	Classification	Cure Costs ($'000s)	Lien(s)
Hub @ 202 Ownco (Mesa), Incl Fixed Assets	Powin Warehouse	62	Keyframe and FlexGen Loans
Lu Pacific Properties, LLC (Tualatin), Incl Fixed Assets	Powin Warehouse	47	Keyframe and FlexGen Loans
RH	3PL	2,998	Keyframe and FlexGen Loans
8 Loop	3PL	385	Keyframe and FlexGen Loans
Trivergix	3PL	216	Keyframe and FlexGen Loans
OneSource	3PL	80	Keyframe and FlexGen Loans
Welldex	3PL	469	Keyframe and FlexGen Loans
SourceOne	3PL	46	Keyframe and FlexGen Loans
ATS	3PL	3	Keyframe and FlexGen Loans
American Lamprecht	3PL	Nominal if any	Keyframe and FlexGen Loans
Prolift	3PL	26	Keyframe and FlexGen Loans
Expeditors	3PL	2	Keyframe and FlexGen Loans

Location	Location Type	Item	Item Material Group
8 Loop : 8 Loop : Attan CA	3rd Party Logistics/Storage - 3PL	E40101-10806-002	Module
8 Loop : 8 Loop : Attan CA	3rd Party Logistics/Storage - 3PL	E40101-10806-022	Module
8 Loop : 8 Loop : Attan CA	3rd Party Logistics/Storage - 3PL	S23-360-100-1500-C280-UNI_DO NOT USE, NOT A FG	Stack
8 Loop : 8 Loop : Houston Bonded Warehouse	3rd Party Logistics/Storage - 3PL	C22P-1.5HR-1000-40HQ	
8 Loop : 8 Loop : Houston TX	3rd Party Logistics/Storage - 3PL	FP4200K CAR0040 QUOTE OPP-21-6671433 Rev 1	Transformer

8 Loop : 8 Loop : Houston TX	3rd Party Logistics/Storage - 3PL	SMA SCS-3-3950-1500-2_FG	PCS
8 Loop : 8 Loop : Houston TX	3rd Party Logistics/Storage - 3PL	CS30-EE0-FF0-511-D11-320-0000000	Collection Segment Component
8 Loop : 8 Loop : Houston TX	3rd Party Logistics/Storage - 3PL	CS30-H00-F00-411-A11-310-0000000	Collection Segment Component
8 Loop : 8 Loop : Houston TX	3rd Party Logistics/Storage - 3PL	M70107-00012-255	Energy Segment Component
8 Loop : 8 Loop : Houston TX	3rd Party Logistics/Storage - 3PL	M70107-00012-280	Metal Fabrication
8 Loop : 8 Loop : Houston TX	3rd Party Logistics/Storage - 3PL	M70107-00012-283	Fasteners
8 Loop : 8 Loop : Houston TX	3rd Party Logistics/Storage - 3PL	M60103-10100-001	Fasteners
8 Loop : 8 Loop : Houston TX	3rd Party Logistics/Storage - 3PL	M60103-10100-002	Fasteners
8 Loop : 8 Loop : Houston TX	3rd Party Logistics/Storage - 3PL	M60103-10100-003	Fasteners
8 Loop : 8 Loop : Houston TX	3rd Party Logistics/Storage - 3PL	M60102-10613-522	Fasteners
8 Loop : 8 Loop : Houston TX	3rd Party Logistics/Storage - 3PL	M60101-10210-010	Fasteners
8 Loop : 8 Loop : Houston TX	3rd Party Logistics/Storage - 3PL	M60103-10210-000	Fasteners

8 Loop : 8 Loop : Houston TX	3rd Party Logistics/Storage - 3PL	M60103-10100-004	Fasteners
8 Loop : 8 Loop : Houston TX	3rd Party Logistics/Storage - 3PL	M60102-11501-002	Fasteners
8 Loop : 8 Loop : Houston TX	3rd Party Logistics/Storage - 3PL	M60103-10310-000	Fasteners
8 Loop : 8 Loop : Houston TX	3rd Party Logistics/Storage - 3PL	M70107-00012-251	Fasteners
8 Loop : 8 Loop : Laredo TX	3rd Party Logistics/Storage - 3PL	ES30-103-121-100-0000000_FG	Energy Segment
8 Loop : 8 Loop : Laredo TX	3rd Party Logistics/Storage - 3PL	A10400-00005-865	Energy Segment Component
8 Loop : 8 Loop : Wilmington CA	3rd Party Logistics/Storage - 3PL	C23-53HQ-3HR-S360E-6T-CATL-UNI_DO NOT USE, NOT A FG	Enclosure
American Lamprecht : American Lamprecht : Benchmark Houston TX	3rd Party Logistics/Storage - 3PL	E40101-10804-011	Module
American Lamprecht : American Lamprecht : Benchmark Houston TX	3rd Party Logistics/Storage - 3PL	E40101-10804-012	Module
American Lamprecht : American Lamprecht : Benchmark Houston TX	3rd Party Logistics/Storage - 3PL	A10400-00003-300	Stack Component
American Lamprecht : American Lamprecht : Benchmark Houston TX	3rd Party Logistics/Storage - 3PL	E40101-10403-022	Module
American Lamprecht : American Lamprecht : Benchmark Houston TX	3rd Party Logistics/Storage - 3PL	A10200-04006-000-110	Stack Component

American Lamprecht : American Lamprecht : Benchmark Houston TX	3rd Party Logistics/Storage - 3PL	E40101-10403-021	Module
American Lamprecht : American Lamprecht : Benchmark Houston TX	3rd Party Logistics/Storage - 3PL	A10200-04006-000-110	Stack Component
American Lamprecht : American Lamprecht : Benchmark Houston TX	3rd Party Logistics/Storage - 3PL	E40101-10403-021	Module
American Lamprecht : American Lamprecht : Benchmark Houston TX	3rd Party Logistics/Storage - 3PL	E40101-10403-022	Module
American Lamprecht : American Lamprecht : Benchmark Houston TX	3rd Party Logistics/Storage - 3PL	A10400-00003-300	Stack Component
American Lamprecht : American Lamprecht : Benchmark Houston TX	3rd Party Logistics/Storage - 3PL	E21701-05000-007	Stack Component
American Lamprecht : American Lamprecht : Benchmark Houston TX	3rd Party Logistics/Storage - 3PL	E21701-05000-009	Stack Component
American Lamprecht : American Lamprecht : Benchmark Houston TX	3rd Party Logistics/Storage - 3PL	E21701-05000-009	Stack Component
American Lamprecht : American Lamprecht : Benchmark Houston TX	3rd Party Logistics/Storage - 3PL	E21602-03000-000	Stack Component
American Lamprecht : American Lamprecht : Benchmark Houston TX	3rd Party Logistics/Storage - 3PL	E21602-02000-000	Stack Component
American Lamprecht : American Lamprecht : Benchmark Houston TX	3rd Party Logistics/Storage - 3PL	E21703-00125-000 V1.1	Stack Component
American Lamprecht : American Lamprecht : Benchmark Houston TX	3rd Party Logistics/Storage - 3PL	E21703-00124-000	Cables

American Lamprecht : American Lamprecht : Benchmark Houston TX	3rd Party Logistics/Storage - 3PL	A10400-00007-001	Cables
American Lamprecht : American Lamprecht : Benchmark Houston TX	3rd Party Logistics/Storage - 3PL	A10400-00007-002	Cables
ATS Yard Laredo TX	3rd Party Logistics/Storage - 3PL	ES30-102-111-100-0000000	Energy Segment Component
ATS Yard Laredo TX	3rd Party Logistics/Storage - 3PL	ES35-404-112-100-0000000	Energy Segment
Expeditors : Expeditors : Peabody MA	3rd Party Logistics/Storage - 3PL	A10400-00006-006	Cables
Expeditors : Expeditors : Peabody MA	3rd Party Logistics/Storage - 3PL	A10400-00006-008	Cables
Expeditors : Expeditors : Peabody MA	3rd Party Logistics/Storage - 3PL	A10400-00006-005	Cables
Expeditors : Expeditors : Peabody MA	3rd Party Logistics/Storage - 3PL	A10400-00006-004	Cables
Expeditors : Expeditors : Peabody MA	3rd Party Logistics/Storage - 3PL	A10400-00006-003	Cables
Expeditors : Expeditors : Peabody MA	3rd Party Logistics/Storage - 3PL	A10400-00006-002	Cables
Expeditors : Expeditors : Peabody MA	3rd Party Logistics/Storage - 3PL	A10400-00006-001	Cables
Expeditors : Expeditors : Peabody MA	3rd Party Logistics/Storage - 3PL	A10400-00006-007	Cables

Expeditors : Expeditors : Peabody MA	3rd Party Logistics/Storage - 3PL	M70107-00012-255	Energy Segment Component
Expeditors : Expeditors : Peabody MA	3rd Party Logistics/Storage - 3PL	M70107-00012-280	Metal Fabrication
Expeditors : Expeditors : Peabody MA	3rd Party Logistics/Storage - 3PL	M60103-10210-000	Fasteners
Expeditors : Expeditors : Peabody MA	3rd Party Logistics/Storage - 3PL	M70107-00012-283	Fasteners
Expeditors : Expeditors : Peabody MA	3rd Party Logistics/Storage - 3PL	M60103-10100-002	Fasteners
Expeditors : Expeditors : Peabody MA	3rd Party Logistics/Storage - 3PL	M60103-10100-001	Fasteners
Expeditors : Expeditors : Peabody MA	3rd Party Logistics/Storage - 3PL	M60103-10100-003	Fasteners
Expeditors : Expeditors : Peabody MA	3rd Party Logistics/Storage - 3PL	M60101-10210-010	Fasteners
Expeditors : Expeditors : Peabody MA	3rd Party Logistics/Storage - 3PL	M60102-10613-522	Fasteners
Expeditors : Expeditors : Peabody MA	3rd Party Logistics/Storage - 3PL	M60102-11501-002	Fasteners
Expeditors : Expeditors : Peabody MA	3rd Party Logistics/Storage - 3PL	M70107-00012-251	Fasteners
Expeditors : Expeditors : Peabody MA	3rd Party Logistics/Storage - 3PL	M60103-10310-000	Fasteners

Mesa DC Warehouse	Powin Warehouse	M60102-30505-010	Fasteners
Mesa DC Warehouse	Powin Warehouse	A10200-04010-049	Electrical Assy.
Mesa DC Warehouse	Powin Warehouse	M30106-02004-001	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M20103-01022-009	FSS Component
Mesa DC Warehouse	Powin Warehouse	M30102-65501-017	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M30106-00008-017_DO NOT USE, NOT A FG	Electronics
Mesa DC Warehouse	Powin Warehouse	M60103-10110-000	Fasteners
Mesa DC Warehouse	Powin Warehouse	A-M-00286	FSS Component
Mesa DC Warehouse	Powin Warehouse	M-B-00012	Misc Items
Mesa DC Warehouse	Powin Warehouse	A-M-00521	Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	M60102-40505-012	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	M00108-00004-002	FSS Integration
Mesa DC Warehouse	Powin Warehouse	E-B-00053	Electronics
Mesa DC Warehouse	Powin Warehouse	M30102-20420-015	Breakers
Mesa DC Warehouse	Powin Warehouse	M20103-02005-008	Cables
Mesa DC Warehouse	Powin Warehouse	M60102-30308-020	Fasteners
Mesa DC Warehouse	Powin Warehouse	M00108-00002-007	FSS Component
Mesa DC Warehouse	Powin Warehouse	E21703-00017-303	Cables
Mesa DC Warehouse	Powin Warehouse	M60102-30504-010	Fasteners
Mesa DC Warehouse	Powin Warehouse	HOFFMAN CSD16126	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	A10400-00005-757	Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	M-B-00047	Gaskets
Mesa DC Warehouse	Powin Warehouse	M00103-00008-000	UPS
Mesa DC Warehouse	Powin Warehouse	P10900-07001-026	FSS Component
Mesa DC Warehouse	Powin Warehouse	LAP36250MB	AC Panel Spare
Mesa DC Warehouse	Powin Warehouse	P10900-07001-512	Dampers
Mesa DC Warehouse	Powin Warehouse	M30108-01106-016	Stack Component
Mesa DC Warehouse	Powin Warehouse	CAB1000/AC_DO NOT USE, NOT A FG	PCS
Mesa DC Warehouse	Powin Warehouse	M30104-12007-031_DO NOT USE, NOT A FG	Stack Component

Mesa DC Warehouse	Powin Warehouse	M60103-10306-000	Fasteners
Mesa DC Warehouse	Powin Warehouse	A11501-01005-003	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M60102-30504-008	Fasteners
Mesa DC Warehouse	Powin Warehouse	E-B-00807	Electronics
Mesa DC Warehouse	Powin Warehouse	M70110-00018-004	HVAC Integration
Mesa DC Warehouse	Powin Warehouse	M-B-00235	Misc Items
Mesa DC Warehouse	Powin Warehouse	M00103-00005-000	UPS
Mesa DC Warehouse	Powin Warehouse	M60102-40310-025	Fasteners
Mesa DC Warehouse	Powin Warehouse	M00108-00004-009	FSS Component
Mesa DC Warehouse	Powin Warehouse	M20103-03030-003_DO NOT USE, NOT A FG	Terminals
Mesa DC Warehouse	Powin Warehouse	M30102-65501-001	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M60102-40505-010	Fasteners
Mesa DC Warehouse	Powin Warehouse	E-B-00666	FSS Integration
Mesa DC Warehouse	Powin Warehouse	M60103-10106-000	Fasteners
Mesa DC Warehouse	Powin Warehouse	E50101-06000-002	Stack Component
Mesa DC Warehouse	Powin Warehouse	M20106-06044-063	Terminals
Mesa DC Warehouse	Powin Warehouse	M30108-01106-008	Stack Component
Mesa DC Warehouse	Powin Warehouse	M30108-01106-017	Stack Component
Mesa DC Warehouse	Powin Warehouse	E50101-06000-001	Stack Component
Mesa DC Warehouse	Powin Warehouse	A10200-04010-043	Electrical Assy.
Mesa DC Warehouse	Powin Warehouse	M30108-01106-013	Stack Component
Mesa DC Warehouse	Powin Warehouse	M20106-06044-060	Terminals
Mesa DC Warehouse	Powin Warehouse	M70107-00011-159_DO NOT USE, NOT A FG	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	MOXA UC-2101-LX	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M30107-00008-006	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M30106-00008-017	Electronics
Mesa DC Warehouse	Powin Warehouse	M-B-00073	Gaskets
Mesa DC Warehouse	Powin Warehouse	A-M-00541	Busbars
Mesa DC Warehouse	Powin Warehouse	M30102-20420-017	Breakers

Mesa DC Warehouse	Powin Warehouse	M30108-01106-036	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M30104-12007-029_DO NOT USE, NOT A FG	Cables
Mesa DC Warehouse	Powin Warehouse	M00106-02004-000	HVAC
Mesa DC Warehouse	Powin Warehouse	M30102-65501-004	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M30108-01106-034	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M70112-00000-259	Cables
Mesa DC Warehouse	Powin Warehouse	A-M-00285	FSS Component
Mesa DC Warehouse	Powin Warehouse	E50200-07000-000	String Controller
Mesa DC Warehouse	Powin Warehouse	M30104-12007-019_DO NOT USE, NOT A FG	Stack Component
Mesa DC Warehouse	Powin Warehouse	M60103-10304-000	Fasteners
Mesa DC Warehouse	Powin Warehouse	E-B-00075	Electronics
Mesa DC Warehouse	Powin Warehouse	E-B-00285	Fuses
Mesa DC Warehouse	Powin Warehouse	M00101-00002-002	EMS Component
Mesa DC Warehouse	Powin Warehouse	M60102-40308-020	Fasteners
Mesa DC Warehouse	Powin Warehouse	M30102-65501-013	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M30116-13215-031	HDC
Mesa DC Warehouse	Powin Warehouse	M00108-00004-013	FSS Component
Mesa DC Warehouse	Powin Warehouse	E-B-00051	Cables
Mesa DC Warehouse	Powin Warehouse	QOB3125VH	AC Panel Spare
Mesa DC Warehouse	Powin Warehouse	M-M-00750	Busbars
Mesa DC Warehouse	Powin Warehouse	A11501-01004-042	FSS Component
Mesa DC Warehouse	Powin Warehouse	M00108-00002-012	FSS Integration
Mesa DC Warehouse	Powin Warehouse	A-M-00288	Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	M30103-00018-016_DO NOT USE, NOT A FG	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	M70112-00000-303	Breakers
Mesa DC Warehouse	Powin Warehouse	26PV8120	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M30108-01106-059	Fuses
Mesa DC Warehouse	Powin Warehouse	P10900-07500-130	Gaskets

Mesa DC Warehouse	Powin Warehouse	A-M-00305	Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	E-B-00412	Misc Items
Mesa DC Warehouse	Powin Warehouse	M30102-20420-009	Breakers
Mesa DC Warehouse	Powin Warehouse	A10800-10005-000	AC Panel
Mesa DC Warehouse	Powin Warehouse	M411Z00143AA	PCS Component
Mesa DC Warehouse	Powin Warehouse	A10400-00003-300	Stack Component
Mesa DC Warehouse	Powin Warehouse	M00108-00004-026	FSS Integration
Mesa DC Warehouse	Powin Warehouse	E50200-04000-000	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00004-356	Electronics
Mesa DC Warehouse	Powin Warehouse	E50100-07002-000	PCBA
Mesa DC Warehouse	Powin Warehouse	M60102-40310-030	Fasteners
Mesa DC Warehouse	Powin Warehouse	M70112-00000-306	Breakers
Mesa DC Warehouse	Powin Warehouse	SC20-200-1000	Stack Component
Mesa DC Warehouse	Powin Warehouse	M30116-13215-036	HDC
Mesa DC Warehouse	Powin Warehouse	M30102-20420-109	Breakers
Mesa DC Warehouse	Powin Warehouse	M-B-00009	Misc Items
Mesa DC Warehouse	Powin Warehouse	M30104-12007-028_DO NOT USE, NOT A FG	Busbars
Mesa DC Warehouse	Powin Warehouse	M00106-02003-005	Enclosure Integration
Mesa DC Warehouse	Powin Warehouse	M30104-12007-027_DO NOT USE, NOT A FG	Busbars
Mesa DC Warehouse	Powin Warehouse	M00111-00004-005	AC Panel Spare
Mesa DC Warehouse	Powin Warehouse	6AA-570-000-001	PCS Component
Mesa DC Warehouse	Powin Warehouse	M00111-00003-006	AC Panel Spare
Mesa DC Warehouse	Powin Warehouse	M00108-00002-017	FSS Integration
Mesa DC Warehouse	Powin Warehouse	M-B-00197	Misc Items
Mesa DC Warehouse	Powin Warehouse	SC11-120-1000	Stack Component
Mesa DC Warehouse	Powin Warehouse	A10800-11005-000	AC Panel
Mesa DC Warehouse	Powin Warehouse	M00101-00002-012	EMS Component
Mesa DC Warehouse	Powin Warehouse	A10800-06005-000	AC Panel
Mesa DC Warehouse	Powin Warehouse	Phoenix Contact 2903703	Electronics
Mesa DC Warehouse	Powin Warehouse	M30112-04008-006_DO NOT USE, NOT A FG	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	E-B-00050	Cables

Mesa DC Warehouse	Powin Warehouse	M30108-01106-002	Stack Component
Mesa DC Warehouse	Powin Warehouse	A70400-01000-001	Stack Component
Mesa DC Warehouse	Powin Warehouse	M30108-01106-050	Stack Component
Mesa DC Warehouse	Powin Warehouse	M30102-20420-002	Breakers
Mesa DC Warehouse	Powin Warehouse	HOFFMAN CP1612	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	E-B-00799	Cables
Mesa DC Warehouse	Powin Warehouse	M30104-08002-005	Electronics
Mesa DC Warehouse	Powin Warehouse	M00111-00004-004	AC Panel Spare
Mesa DC Warehouse	Powin Warehouse	M30108-01106-053	Stack Component
Mesa DC Warehouse	Powin Warehouse	E-B-00715	EMS Component
Mesa DC Warehouse	Powin Warehouse	M30103-00018-016	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	M60102-30505-012	Fasteners
Mesa DC Warehouse	Powin Warehouse	M60101-10210-000	Fasteners
Mesa DC Warehouse	Powin Warehouse	102025-00.01	PCS Component
Mesa DC Warehouse	Powin Warehouse	A-M-00552	EMS
Mesa DC Warehouse	Powin Warehouse	E21703-00004-357	Electronics
Mesa DC Warehouse	Powin Warehouse	M00106-02003-001	HVAC Integration
Mesa DC Warehouse	Powin Warehouse	M30116-13215-037	HDC
Mesa DC Warehouse	Powin Warehouse	M00108-00004-022	FSS Integration
Mesa DC Warehouse	Powin Warehouse	APC Replacement battery cartridge #152	HVAC Spare
Mesa DC Warehouse	Powin Warehouse	L5453	PCS Component
Mesa DC Warehouse	Powin Warehouse	M30104-12007-019	Stack Component
Mesa DC Warehouse	Powin Warehouse	E-B-00284	Fuses
Mesa DC Warehouse	Powin Warehouse	A-M-00387	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	M30108-01106-009	Stack Component
Mesa DC Warehouse	Powin Warehouse	M00108-00004-032	Enclosure Integration
Mesa DC Warehouse	Powin Warehouse	M30102-20420-016	Breakers
Mesa DC Warehouse	Powin Warehouse	M30108-01106-037	Collection Segment Component

Mesa DC Warehouse	Powin Warehouse	M20106-06044-064	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M60101-11105-000	Fasteners
Mesa DC Warehouse	Powin Warehouse	M-B-00219	EMS Component
Mesa DC Warehouse	Powin Warehouse	M70112-00000-266	Electronics
Mesa DC Warehouse	Powin Warehouse	EUU-1-500007479	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	P10900-07009-218	Misc Items
Mesa DC Warehouse	Powin Warehouse	M30104-12007-020	Stack Component
Mesa DC Warehouse	Powin Warehouse	10382	HVAC Spare
Mesa DC Warehouse	Powin Warehouse	E-B-00289	Fasteners
Mesa DC Warehouse	Powin Warehouse	HDC 04A ALU	HDC
Mesa DC Warehouse	Powin Warehouse	M30104-12007-031	Stack Component
Mesa DC Warehouse	Powin Warehouse	M00101-00002-011	Electronics
Mesa DC Warehouse	Powin Warehouse	M70112-00000-304	Breakers
Mesa DC Warehouse	Powin Warehouse	M00108-00002-040	FSS Component
Mesa DC Warehouse	Powin Warehouse	M30106-00008-010	Electronics
Mesa DC Warehouse	Powin Warehouse	QOB230VH	AC Panel Spare
Mesa DC Warehouse	Powin Warehouse	M00108-00002-031	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	26PV3051	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M30103-00018-020	Electronics
Mesa DC Warehouse	Powin Warehouse	M70107-00011-150	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M00108-00002-013	FSS Integration
Mesa DC Warehouse	Powin Warehouse	M00101-00002-013	EMS Component
Mesa DC Warehouse	Powin Warehouse	M70104-00010-102	Labels
Mesa DC Warehouse	Powin Warehouse	M60102-30606-020	Fasteners
Mesa DC Warehouse	Powin Warehouse	M70107-00012-255	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M30108-01106-024	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M00104-02000-007	EMS Component

Mesa DC Warehouse	Powin Warehouse	A11501-01001-600	Stack Component
Mesa DC Warehouse	Powin Warehouse	M20103-03030-002_DO NOT USE, NOT A FG	Terminals
Mesa DC Warehouse	Powin Warehouse	E-B-00800	Cables
Mesa DC Warehouse	Powin Warehouse	MGA1072AE090CR+1+1CA+A24++++++ - OBSOLETE	HVAC
Mesa DC Warehouse	Powin Warehouse	M60102-30308-030	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	P10900-07001-282	Dampers
Mesa DC Warehouse	Powin Warehouse	M00108-00002-020	FSS Component
Mesa DC Warehouse	Powin Warehouse	M00102-00002-001	Electronics
Mesa DC Warehouse	Powin Warehouse	M30102-65501-018	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M30112-04008-007	Electronics
Mesa DC Warehouse	Powin Warehouse	FAN-1-225230000	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M70104-00010-099	Labels
Mesa DC Warehouse	Powin Warehouse	E-M-00155	Cables
Mesa DC Warehouse	Powin Warehouse	M00108-00002-014	FSS Integration
Mesa DC Warehouse	Powin Warehouse	QO140VH	AC Panel Spare
Mesa DC Warehouse	Powin Warehouse	M30108-01106-030	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	A00900-01000-001	Stack Component
Mesa DC Warehouse	Powin Warehouse	M30115-04021-002_DO NOT USE, NOT A FG	Electronics
Mesa DC Warehouse	Powin Warehouse	M30101-00006-005	Transformer
Mesa DC Warehouse	Powin Warehouse	M00101-00002-023	Switch
Mesa DC Warehouse	Powin Warehouse	Server, Dell PowerEdge R260	Misc Items
Mesa DC Warehouse	Powin Warehouse	M30116-01016-030	Glands
Mesa DC Warehouse	Powin Warehouse	M30108-01106-019	Stack Component
Mesa DC Warehouse	Powin Warehouse	M30116-13215-038	HDC
Mesa DC Warehouse	Powin Warehouse	M00108-00002-084	FSS Component
Mesa DC Warehouse	Powin Warehouse	M-B-00142	Misc Items
Mesa DC Warehouse	Powin Warehouse	E21703-00031-403	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M30101-00006-005_DO NOT USE, NOT A FG	Transformer
Mesa DC Warehouse	Powin Warehouse	40181	HVAC Spare

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Mesa DC Warehouse	Powin Warehouse	E21703-00017-462	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M60102-40308-025	Fasteners
Mesa DC Warehouse	Powin Warehouse	M30101-00006-003	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	M-B-00012	Misc Items
Mesa DC Warehouse	Powin Warehouse	M30108-01106-052	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M00108-00002-018	FSS Integration
Mesa DC Warehouse	Powin Warehouse	M-M-00077	Labels
Mesa DC Warehouse	Powin Warehouse	QOB3150VH	AC Panel Spare
Mesa DC Warehouse	Powin Warehouse	M00108-00004-012	FSS Component
Mesa DC Warehouse	Powin Warehouse	P10900-07000-204	Metal Comp.
Mesa DC Warehouse	Powin Warehouse	M30104-12007-035	FSS Component
Mesa DC Warehouse	Powin Warehouse	E977BE	PCS Component
Mesa DC Warehouse	Powin Warehouse	M-B-00073	Gaskets
Mesa DC Warehouse	Powin Warehouse	P10906-01000-003	HVAC Integration
Mesa DC Warehouse	Powin Warehouse	M70104-00010-108	Labels
Mesa DC Warehouse	Powin Warehouse	M00108-00004-008	FSS Component
Mesa DC Warehouse	Powin Warehouse	M00108-00002-003	FSS Component
Mesa DC Warehouse	Powin Warehouse	M30116-40010-001	Electronics
Mesa DC Warehouse	Powin Warehouse	M30108-01106-023	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	E-B-00409	UPS
Mesa DC Warehouse	Powin Warehouse	M70107-00012-062	Enclosure Integration
Mesa DC Warehouse	Powin Warehouse	Poly Performance, PPI-LS-55	Misc Items
Mesa DC Warehouse	Powin Warehouse	M30104-07013-000	FSS Component
Mesa DC Warehouse	Powin Warehouse	A10400-00003-701	Stack Component
Mesa DC Warehouse	Powin Warehouse	E31703-00003-001	Electronics
Mesa DC Warehouse	Powin Warehouse	E-B-00052	Cables
Mesa DC Warehouse	Powin Warehouse	40193A-SP	HVAC Spare
Mesa DC Warehouse	Powin Warehouse	M00108-00002-082	FSS Component

Mesa DC Warehouse	Powin Warehouse	M20106-06044-061	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	E31703-00003-009	Cables
Mesa DC Warehouse	Powin Warehouse	M70104-00010-111	Labels
Mesa DC Warehouse	Powin Warehouse	Poly Performance, PPI-LS-32	Misc Items
Mesa DC Warehouse	Powin Warehouse	Poly Performance, PPI-LS-38	Misc Items
Mesa DC Warehouse	Powin Warehouse	E-B-00716	EMS Component
Mesa DC Warehouse	Powin Warehouse	ARK-3530F-00A1E BTO	EMS Component
Mesa DC Warehouse	Powin Warehouse	Poly Performance, PPI-LS-40	Misc Items
Mesa DC Warehouse	Powin Warehouse	ETO Labels	Labels
Mesa DC Warehouse	Powin Warehouse	Phoenix Contact 2903306	Electronics
Mesa DC Warehouse	Powin Warehouse	M60102-30308-040	Stack Component
Mesa DC Warehouse	Powin Warehouse	E50101-06200-002	Stack Component
Mesa DC Warehouse	Powin Warehouse	M00108-00002-001	FSS Integration
Mesa DC Warehouse	Powin Warehouse	40046A-SP	HVAC Spare
Mesa DC Warehouse	Powin Warehouse	M30101-00006-008_DO NOT USE, NOT A FG	Transformer
Mesa DC Warehouse	Powin Warehouse	P10900-07000-336	Busbars
Mesa DC Warehouse	Powin Warehouse	E40101-10804-011	Module
Mesa DC Warehouse	Powin Warehouse	E-M-00156	Cables
Mesa DC Warehouse	Powin Warehouse	M60101-10205-000	Stack Component
Mesa DC Warehouse	Powin Warehouse	M60102-30105-030	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M00108-00002-029	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	P10900-07000-400	Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	104789-00.01	PCS Component
Mesa DC Warehouse	Powin Warehouse	M00108-00002-006	FSS Integration
Mesa DC Warehouse	Powin Warehouse	E21703-00017-301	Harnesses
Mesa DC Warehouse	Powin Warehouse	ADAM-6017-D	EMS Component
Mesa DC Warehouse	Powin Warehouse	A10400-00005-701	Stack Component
Mesa DC Warehouse	Powin Warehouse	M30108-01106-041	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M00108-00002-030	Collection Segment Component

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Mesa DC Warehouse	Powin Warehouse	A10200-04010-031		Electrical Assy.
Mesa DC Warehouse	Powin Warehouse	E21701-10000-016		Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00001-015 V2.0		Stack Component
Mesa DC Warehouse	Powin Warehouse	M-B-00053		FSS Component
Mesa DC Warehouse	Powin Warehouse	M9U21202		Enclosure Component
Mesa DC Warehouse	Powin Warehouse	SC20-120-1000		Stack Component
Mesa DC Warehouse	Powin Warehouse	M00106-02003-002		HVAC Integration
Mesa DC Warehouse	Powin Warehouse	E21703-00007-003		Enclosure Integration
Mesa DC Warehouse	Powin Warehouse	E50101-06200-001		Stack Component
Mesa DC Warehouse	Powin Warehouse	M00101-00002-005		Electronics
Mesa DC Warehouse	Powin Warehouse	M30116-13215-033		Glands
Mesa DC Warehouse	Powin Warehouse	E21703-00124-000		Cables
Mesa DC Warehouse	Powin Warehouse	M70107-00012-027		Misc Items
Mesa DC Warehouse	Powin Warehouse	M00108-00002-004		FSS Integration
Mesa DC Warehouse	Powin Warehouse	P10900-07000-407		Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	P00100-01001-031		Labels
Mesa DC Warehouse	Powin Warehouse	M00102-00002-002		Electronics
Mesa DC Warehouse	Powin Warehouse	FUS-1-125001500		DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M30107-00005-002		Electronics
Mesa DC Warehouse	Powin Warehouse	M70111-00050-164		Misc Items
Mesa DC Warehouse	Powin Warehouse	A11501-01005-013		Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00124-000 V1.1		Stack Component
Mesa DC Warehouse	Powin Warehouse	M70104-00010-110		Labels
Mesa DC Warehouse	Powin Warehouse	M70112-00000-305		Breakers
Mesa DC Warehouse	Powin Warehouse	M00106-02003-004		Electronics
Mesa DC Warehouse	Powin Warehouse	M00106-02002-001		HVAC
Mesa DC Warehouse	Powin Warehouse	M30102-65501-016		DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	E21703-00138-000		Cables
Mesa DC Warehouse	Powin Warehouse	A10200-04010-009		Stack Component

Mesa DC Warehouse	Powin Warehouse	M60102-11804-808	Fasteners
Mesa DC Warehouse	Powin Warehouse	E50200-03000-000	Stack Component
Mesa DC Warehouse	Powin Warehouse	M-M-00287	Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	M30102-20420-113	Breakers
Mesa DC Warehouse	Powin Warehouse	A10400-00007-005	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00125-000 V1.1	Stack Component
Mesa DC Warehouse	Powin Warehouse	M-M-00288	Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	92219-2	HVAC Spare
Mesa DC Warehouse	Powin Warehouse	M00110-00001-001	PLC Integration
Mesa DC Warehouse	Powin Warehouse	E21703-00030-947	Harnesses
Mesa DC Warehouse	Powin Warehouse	M20106-11002-016	HDC
Mesa DC Warehouse	Powin Warehouse	OMNICABLE - A51003-BWG (same as M20103-01020-007)	Cables
Mesa DC Warehouse	Powin Warehouse	M30108-01106-035	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M00110-00002-002	PLC Integration
Mesa DC Warehouse	Powin Warehouse	M30102-20420-013	Breakers
Mesa DC Warehouse	Powin Warehouse	P10900-07000-420	Battery Packs
Mesa DC Warehouse	Powin Warehouse	A10400-00007-004	Cables
Mesa DC Warehouse	Powin Warehouse	Phoenix Contact 2900961	Electronics
Mesa DC Warehouse	Powin Warehouse	M70104-00010-103	Labels
Mesa DC Warehouse	Powin Warehouse	M00111-00004-007	AC Panel Spare
Mesa DC Warehouse	Powin Warehouse	E21703-00011-264	Stack Component
Mesa DC Warehouse	Powin Warehouse	M00108-00002-015	FSS Integration
Mesa DC Warehouse	Powin Warehouse	E21703-00030-949	Harnesses
Mesa DC Warehouse	Powin Warehouse	E50100-09000-000	PCBA
Mesa DC Warehouse	Powin Warehouse	E-B-00049	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00030-455	Electronics
Mesa DC Warehouse	Powin Warehouse	GRAINGER 2WJ19	Enclosure Component
Mesa DC Warehouse	Powin Warehouse	M70104-00010-107	Labels
Mesa DC Warehouse	Powin Warehouse	M70104-00010-112	Labels
Mesa DC Warehouse	Powin Warehouse	30-102700.01	PCS Component
Mesa DC Warehouse	Powin Warehouse	M30104-12007-037	FSS Component

Mesa DC Warehouse	Powin Warehouse	M30102-65501-003	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	A10400-00006-003	Cables
Mesa DC Warehouse	Powin Warehouse	A10400-00007-003	Cables
Mesa DC Warehouse	Powin Warehouse	M00108-00002-005	FSS Integration
Mesa DC Warehouse	Powin Warehouse	M70111-00050-170	Misc Items
Mesa DC Warehouse	Powin Warehouse	P10900-07001-206	Fasteners
Mesa DC Warehouse	Powin Warehouse	M00101-00002-004	Electronics
Mesa DC Warehouse	Powin Warehouse	M30104-12007-029	Cables
Mesa DC Warehouse	Powin Warehouse	P10906-02000-020	Enclosure Component
Mesa DC Warehouse	Powin Warehouse	M30106-00008-021	Electronics
Mesa DC Warehouse	Powin Warehouse	M30106-00008-009	Electronics
Mesa DC Warehouse	Powin Warehouse	E21703-00140-000	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00017-298	Harnesses
Mesa DC Warehouse	Powin Warehouse	E40101-10804-012	Module
Mesa DC Warehouse	Powin Warehouse	A10400-00007-001	Cables
Mesa DC Warehouse	Powin Warehouse	E-B-00104	Enclosure Component
Mesa DC Warehouse	Powin Warehouse	A10400-00007-002	Cables
Mesa DC Warehouse	Powin Warehouse	M70104-00010-158	Labels
Mesa DC Warehouse	Powin Warehouse	A10400-00006-002	Cables
Mesa DC Warehouse	Powin Warehouse	M60103-10210-000	Fasteners
Mesa DC Warehouse	Powin Warehouse	M00106-02003-006	Electronics
Mesa DC Warehouse	Powin Warehouse	E21703-00011-285	Stack Component
Mesa DC Warehouse	Powin Warehouse	FW200B-10	Enclosure Component
Mesa DC Warehouse	Powin Warehouse	M30108-01106-043	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	Amphenol RJ-00BMMA-LL7001_DO NOT USE, NOT A FG	Stack Component
Mesa DC Warehouse	Powin Warehouse	A10800-04005-000	AC Panel
Mesa DC Warehouse	Powin Warehouse	PLC-1-402019607	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-129 V2.0	Stack Component

Mesa DC Warehouse	Powin Warehouse	M30116-13215-032	HDC
Mesa DC Warehouse	Powin Warehouse	E21703-00017-304	Cables
Mesa DC Warehouse	Powin Warehouse	M30108-01106-032	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	A10400-00006-069	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M70104-00010-113	Labels
Mesa DC Warehouse	Powin Warehouse	E-B-00422	Misc Items
Mesa DC Warehouse	Powin Warehouse	E21703-00011-207	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00011-205	Stack Component
Mesa DC Warehouse	Powin Warehouse	M30108-01106-033	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M-M-00292	Labels
Mesa DC Warehouse	Powin Warehouse	E21703-00011-201	Stack Component
Mesa DC Warehouse	Powin Warehouse	M30108-01106-047	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	E21703-00017-459	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	E21703-00015-002	EMS Component
Mesa DC Warehouse	Powin Warehouse	A-M-00104	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M00108-00002-083	FSS Component
Mesa DC Warehouse	Powin Warehouse	E21703-00030-241	Electronics
Mesa DC Warehouse	Powin Warehouse	M30106-00008-012	Glands
Mesa DC Warehouse	Powin Warehouse	P10900-07001-283	Dampers
Mesa DC Warehouse	Powin Warehouse	M70111-00050-179	Misc Items
Mesa DC Warehouse	Powin Warehouse	M00108-00004-015	FSS Integration
Mesa DC Warehouse	Powin Warehouse	E21703-00011-206	Stack Component
Mesa DC Warehouse	Powin Warehouse	M20103-03030-010	PLC Integration
Mesa DC Warehouse	Powin Warehouse	M70104-00010-136	Labels
Mesa DC Warehouse	Powin Warehouse	M70104-00010-137	Labels
Mesa DC Warehouse	Powin Warehouse	LAP36200MB	AC Panel Spare
Mesa DC Warehouse	Powin Warehouse	P10900-07000-337	Busbars
Mesa DC Warehouse	Powin Warehouse	M90101-00002-002	HVAC Component

Mesa DC Warehouse	Powin Warehouse	M70104-00010-109	Labels
Mesa DC Warehouse	Powin Warehouse	EDS-316	Enclosure Component
Mesa DC Warehouse	Powin Warehouse	SMA 122430-00.02	PCS Component
Mesa DC Warehouse	Powin Warehouse	E40101-10403-022	Module
Mesa DC Warehouse	Powin Warehouse	P10907-01000-022	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M00101-00002-017	Switch
Mesa DC Warehouse	Powin Warehouse	M00108-00004-014	FSS Component
Mesa DC Warehouse	Powin Warehouse	E-B-00802	Cables
Mesa DC Warehouse	Powin Warehouse	Phoenix Contact 2900960	Electronics
Mesa DC Warehouse	Powin Warehouse	M30102-65501-023	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-127 V2.0	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-113 V2.0	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-135 V2.0	Stack Component
Mesa DC Warehouse	Powin Warehouse	A-M-00105	Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	P10900-07001-100	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M30108-01106-001	Stack Component
Mesa DC Warehouse	Powin Warehouse	SC11-200-1000	Stack Component
Mesa DC Warehouse	Powin Warehouse	AP9641	UPS
Mesa DC Warehouse	Powin Warehouse	87P02040	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M30103-00014-005	FSS Component
Mesa DC Warehouse	Powin Warehouse	108985-00.01	PCS Component
Mesa DC Warehouse	Powin Warehouse	M60102-40306-025	Fasteners
Mesa DC Warehouse	Powin Warehouse	M00110-00002-001	PLC Integration
Mesa DC Warehouse	Powin Warehouse	M30102-20420-021	Breakers
Mesa DC Warehouse	Powin Warehouse	M00108-00002-011	FSS Integration
Mesa DC Warehouse	Powin Warehouse	M30104-12007-023	Electronics
Mesa DC Warehouse	Powin Warehouse	M60102-10612-335	Energy Segment Component

Mesa DC Warehouse	Powin Warehouse	A10400-00005-905	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M60102-30306-020	Fasteners
Mesa DC Warehouse	Powin Warehouse	P10900-02000-102 V2.0	Busbars
Mesa DC Warehouse	Powin Warehouse	277-12010-ND	Enclosure Component
Mesa DC Warehouse	Powin Warehouse	M30112-04003-001	Stack Component
Mesa DC Warehouse	Powin Warehouse	M-M-00391	Plastics
Mesa DC Warehouse	Powin Warehouse	E21703-00123-000	Cables
Mesa DC Warehouse	Powin Warehouse	M60102-30306-016	Fasteners
Mesa DC Warehouse	Powin Warehouse	M70107-00012-280	Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	C774B430G20	Misc Items
Mesa DC Warehouse	Powin Warehouse	M60102-30308-016	Fasteners
Mesa DC Warehouse	Powin Warehouse	E21703-00010-111	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00030-453	Electronics
Mesa DC Warehouse	Powin Warehouse	M20109-00001-001	Electronics
Mesa DC Warehouse	Powin Warehouse	1588H12B1JV	EMS Component
Mesa DC Warehouse	Powin Warehouse	M70104-00010-119	Labels
Mesa DC Warehouse	Powin Warehouse	70571	HVAC Spare
Mesa DC Warehouse	Powin Warehouse	M30102-65501-025	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	RB-HFMD1	Enclosure Component
Mesa DC Warehouse	Powin Warehouse	6UP-450-002-001	PCS Component
Mesa DC Warehouse	Powin Warehouse	M30102-20420-020	Breakers
Mesa DC Warehouse	Powin Warehouse	M30104-12007-024	Electronics
Mesa DC Warehouse	Powin Warehouse	M30104-12007-022	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M70104-00010-118	Labels
Mesa DC Warehouse	Powin Warehouse	A11501-01003-012	Stack Component
Mesa DC Warehouse	Powin Warehouse	M00108-00002-008	FSS Component
Mesa DC Warehouse	Powin Warehouse	M30121-01001-002	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	M30106-00013-003	HVAC Integration

Mesa DC Warehouse	Powin Warehouse	E21703-00011-204	Stack Component
Mesa DC Warehouse	Powin Warehouse	A10400-00007-008	Cables
Mesa DC Warehouse	Powin Warehouse	M00108-00004-025	Enclosure Integration
Mesa DC Warehouse	Powin Warehouse	SC30RIO.GR2	PCS Component
Mesa DC Warehouse	Powin Warehouse	A10400-00006-005	Cables
Mesa DC Warehouse	Powin Warehouse	SRT1500RMXLA-NC	Enclosure Component
Mesa DC Warehouse	Powin Warehouse	E21703-00011-200	Stack Component
Mesa DC Warehouse	Powin Warehouse	QO230VH	AC Panel Spare
Mesa DC Warehouse	Powin Warehouse	M30107-00002-000	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	SC30ACC.GR5	PCS Component
Mesa DC Warehouse	Powin Warehouse	M20103-03030-014	Terminals
Mesa DC Warehouse	Powin Warehouse	P10900-07000-214	Busbars
Mesa DC Warehouse	Powin Warehouse	A-M-00353	Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	M70106-00013-020_DO NOT USE, NOT A FG	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	E21703-00139-000	Cables
Mesa DC Warehouse	Powin Warehouse	M70112-00000-236	Metal Comp.
Mesa DC Warehouse	Powin Warehouse	E21703-00011-202	Stack Component
Mesa DC Warehouse	Powin Warehouse	M-B-00011	Misc Items
Mesa DC Warehouse	Powin Warehouse	A-M-00352	Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	M00108-00002-016 - OBSOLETE	FSS Integration
Mesa DC Warehouse	Powin Warehouse	E-B-00418	Misc Items
Mesa DC Warehouse	Powin Warehouse	E21704-00012-015	Cables
Mesa DC Warehouse	Powin Warehouse	Duralink 50	Enclosure Component
Mesa DC Warehouse	Powin Warehouse	M70104-00010-082	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	E21703-00011-203	Stack Component
Mesa DC Warehouse	Powin Warehouse	30180	HVAC Spare
Mesa DC Warehouse	Powin Warehouse	EUU-1-500007622	DC Cabinet Component

Mesa DC Warehouse	Powin Warehouse	142186 (B30-25-595-ANSIWA)	Enclosure Component
Mesa DC Warehouse	Powin Warehouse	CABLE TIE, 6in, 40lbs, Nylon, Black, UV resistant (100/bag)	Misc Items
Mesa DC Warehouse	Powin Warehouse	MHKE20	AC Panel Spare
Mesa DC Warehouse	Powin Warehouse	M70107-00011-082 R1.0	Enclosure Component
Mesa DC Warehouse	Powin Warehouse	E-B-00437	Terminals
Mesa DC Warehouse	Powin Warehouse	M00106-02003-003	Enclosure Component
Mesa DC Warehouse	Powin Warehouse	E40101-10804-002	Module
Mesa DC Warehouse	Powin Warehouse	E21703-00140-000 V1.1	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00130-620	Cables
Mesa DC Warehouse	Powin Warehouse	M30107-00008-003	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	LAP36300MB	AC Panel Spare
Mesa DC Warehouse	Powin Warehouse	A-M-00203	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M70107-00011-104	Enclosure Integration
Mesa DC Warehouse	Powin Warehouse	E21703-00030-169	Cables
Mesa DC Warehouse	Powin Warehouse	M30102-65401-006	Battery Packs
Mesa DC Warehouse	Powin Warehouse	M30103-00018-015	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-103	Stack Component
Mesa DC Warehouse	Powin Warehouse	E-B-00720	EMS Component
Mesa DC Warehouse	Powin Warehouse	E21703-00017-300	Harnesses
Mesa DC Warehouse	Powin Warehouse	M30102-65501-024	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-137 V2.0	Stack Component
Mesa DC Warehouse	Powin Warehouse	EUU-1-500007601	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	L5419D	PCS Component
Mesa DC Warehouse	Powin Warehouse	M00108-00002-009	FSS Component
Mesa DC Warehouse	Powin Warehouse	M60102-40308-030	Fasteners

Mesa DC Warehouse	Powin Warehouse	M-M-00289	Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	M60102-30310-025	Fasteners
Mesa DC Warehouse	Powin Warehouse	P10900-07500-136	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M30112-04008-010	Electronics
Mesa DC Warehouse	Powin Warehouse	M00101-00002-020	Switch
Mesa DC Warehouse	Powin Warehouse	E21703-00035-017	Harnesses
Mesa DC Warehouse	Powin Warehouse	M-M-00394	Plastics
Mesa DC Warehouse	Powin Warehouse	A10400-00006-001	Cables
Mesa DC Warehouse	Powin Warehouse	M00110-00001-004	PLC Integration
Mesa DC Warehouse	Powin Warehouse	E21703-00000-128 V2.0	Stack Component
Mesa DC Warehouse	Powin Warehouse	70281	HVAC Spare
Mesa DC Warehouse	Powin Warehouse	M-B-00263	Labels
Mesa DC Warehouse	Powin Warehouse	M60102-30503-012	Fasteners
Mesa DC Warehouse	Powin Warehouse	1750100 - OBSOLETE	Enclosure Component
Mesa DC Warehouse	Powin Warehouse	E-B-00421	Misc Items
Mesa DC Warehouse	Powin Warehouse	E21703-00011-300	Stack Component
Mesa DC Warehouse	Powin Warehouse	P10900-07009-216	Misc Items
Mesa DC Warehouse	Powin Warehouse	A10400-00009-815	Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	EUU-1-500007630	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M00110-00001-002	Electronics
Mesa DC Warehouse	Powin Warehouse	M00110-00001-003	Electronics
Mesa DC Warehouse	Powin Warehouse	M00110-00001-002	Electronics
Mesa DC Warehouse	Powin Warehouse	M70112-00001-003	Electronics
Mesa DC Warehouse	Powin Warehouse	SLPPC70BNB1	Stack Component
Mesa DC Warehouse	Powin Warehouse	M20106-08009-008	Enclosure Component
Mesa DC Warehouse	Powin Warehouse	M20106-08009-007	Enclosure Component
Mesa DC Warehouse	Powin Warehouse	M60102-30305-016	Fasteners
Mesa DC Warehouse	Powin Warehouse	A10400-00007-012	Cables
Mesa DC Warehouse	Powin Warehouse	M60102-10607-515	Fasteners

Mesa DC Warehouse	Powin Warehouse	M30112-04008-012	Electronics
Mesa DC Warehouse	Powin Warehouse	E21703-00030-454	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	P10900-07000-106	Busbars
Mesa DC Warehouse	Powin Warehouse	M00108-00002-021	FSS Component
Mesa DC Warehouse	Powin Warehouse	M30102-65501-028	Enclosure Component
Mesa DC Warehouse	Powin Warehouse	M30106-00009-001	Stack Component
Mesa DC Warehouse	Powin Warehouse	M20106-08009-022	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00011-263	Stack Component
Mesa DC Warehouse	Powin Warehouse	E-B-00806	Fasteners
Mesa DC Warehouse	Powin Warehouse	E21703-00011-286	Stack Component
Mesa DC Warehouse	Powin Warehouse	M20106-08009-021	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00010-214	Stack Component
Mesa DC Warehouse	Powin Warehouse	M30122-01001-003	PCS Add On
Mesa DC Warehouse	Powin Warehouse	E21703-00004-358	Electronics
Mesa DC Warehouse	Powin Warehouse	M60101-10208-000	Fasteners
Mesa DC Warehouse	Powin Warehouse	M30122-01001-002	PCS Add On
Mesa DC Warehouse	Powin Warehouse	118084 (B30-R10000)	Enclosure Component
Mesa DC Warehouse	Powin Warehouse	M30108-01106-042	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	EUU-1-500007609	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	A10400-00007-011	Cables
Mesa DC Warehouse	Powin Warehouse	M30117-03005-010	Stack Component
Mesa DC Warehouse	Powin Warehouse	A10400-00005-862	Metal Comp.
Mesa DC Warehouse	Powin Warehouse	A10400-00007-010	Cables
Mesa DC Warehouse	Powin Warehouse	P10800-01083-006	AC Panel Spare
Mesa DC Warehouse	Powin Warehouse	E-B-00805	Fasteners
Mesa DC Warehouse	Powin Warehouse	P00100-01001-035	Labels
Mesa DC Warehouse	Powin Warehouse	M70107-00011-162	FSS Component
Mesa DC Warehouse	Powin Warehouse	A10400-00009-812	Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	A00702-01000-000	Stack Component

Mesa DC Warehouse	Powin Warehouse	E21703-00001-008	Stack Component
Mesa DC Warehouse	Powin Warehouse	M60102-30306-012	Fasteners
Mesa DC Warehouse	Powin Warehouse	M60101-10206-000	Fasteners
Mesa DC Warehouse	Powin Warehouse	M00108-00004-031	FSS Component
Mesa DC Warehouse	Powin Warehouse	EUU-1-500007618	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	E-B-00380	Electronics
Mesa DC Warehouse	Powin Warehouse	E21703-00125-000	Cables
Mesa DC Warehouse	Powin Warehouse	A10400-00009-814	Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	50141	HVAC Spare
Mesa DC Warehouse	Powin Warehouse	A10400-00007-009	Cables
Mesa DC Warehouse	Powin Warehouse	M60103-10205-000	Fasteners
Mesa DC Warehouse	Powin Warehouse	M30108-01106-029	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	E21703-00011-294	Stack Component
Mesa DC Warehouse	Powin Warehouse	70688	HVAC Spare
Mesa DC Warehouse	Powin Warehouse	E21703-00000-136 V2.0	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00007-300	PLC Integration
Mesa DC Warehouse	Powin Warehouse	70006	HVAC Spare
Mesa DC Warehouse	Powin Warehouse	46-107000.02	PCS Component
Mesa DC Warehouse	Powin Warehouse	M30118-01006-000	Stack Component
Mesa DC Warehouse	Powin Warehouse	QOB390VH	AC Panel Spare
Mesa DC Warehouse	Powin Warehouse	E21703-00031-185	Cables
Mesa DC Warehouse	Powin Warehouse	M-B-00082	Misc Items
Mesa DC Warehouse	Powin Warehouse	M70106-00013-019_DO NOT USE, NOT A FG	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	M70104-00010-124	Labels
Mesa DC Warehouse	Powin Warehouse	M70104-00010-125	Labels
Mesa DC Warehouse	Powin Warehouse	M00108-00004-025	Enclosure Integration
Mesa DC Warehouse	Powin Warehouse	M00111-00004-006	AC Panel Spare
Mesa DC Warehouse	Powin Warehouse	E21703-00130-620	Cables
Mesa DC Warehouse	Powin Warehouse	M30103-00018-007	Electronics

Mesa DC Warehouse	Powin Warehouse	M70107-00012-283	Fasteners
Mesa DC Warehouse	Powin Warehouse	M60102-10310-020	Fasteners
Mesa DC Warehouse	Powin Warehouse	M50116-01116-000_DO NOT USE, NOT A FG	Electronics
Mesa DC Warehouse	Powin Warehouse	QO130VH	AC Panel Spare
Mesa DC Warehouse	Powin Warehouse	EUU-1-500008020	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M00110-00002-003	PLC Integration
Mesa DC Warehouse	Powin Warehouse	A10400-00007-007	Cables
Mesa DC Warehouse	Powin Warehouse	M30108-01106-026	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	M90101-00003-001	Enclosure Component
Mesa DC Warehouse	Powin Warehouse	M30108-01106-018	Stack Component
Mesa DC Warehouse	Powin Warehouse	A10400-00007-006	Cables
Mesa DC Warehouse	Powin Warehouse	M30102-06340-000	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	A10400-00009-816	Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	A10400-00009-818	Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	E21704-00005-010	Cables
Mesa DC Warehouse	Powin Warehouse	SC20-160-1000	Stack Component
Mesa DC Warehouse	Powin Warehouse	A10400-00009-817	Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	QO330MQ200	Enclosure Component
Mesa DC Warehouse	Powin Warehouse	A-M-00276	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	SLPPC70BNO1	Stack Component
Mesa DC Warehouse	Powin Warehouse	GRAINGER 1W312	Cables
Mesa DC Warehouse	Powin Warehouse	M60102-30504-045	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	A10400-00009-813	Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	E21703-00130-621	Cables
Mesa DC Warehouse	Powin Warehouse	A10400-00006-004	Cables
Mesa DC Warehouse	Powin Warehouse	M00108-00002-010	FSS Component
Mesa DC Warehouse	Powin Warehouse	E21703-00010-215	Cables

Mesa DC Warehouse	Powin Warehouse	M30112-04008-006	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	M30104-12007-021	Electronics
Mesa DC Warehouse	Powin Warehouse	QO115VH	AC Panel Spare
Mesa DC Warehouse	Powin Warehouse	M60102-30505-020	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	P10900-07000-350	Metal Comp.
Mesa DC Warehouse	Powin Warehouse	M70101-01016-000	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M00108-00002-017	FSS Integration
Mesa DC Warehouse	Powin Warehouse	M60102-30310-030	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	M60101-10204-000	Fasteners
Mesa DC Warehouse	Powin Warehouse	SMA 105083-00.01	PCS Component
Mesa DC Warehouse	Powin Warehouse	E50200-11000-000	String Controller
Mesa DC Warehouse	Powin Warehouse	M60102-30504-020	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	M20106-06044-002_DO NOT USE, NOT A FG	Stack Component
Mesa DC Warehouse	Powin Warehouse	60-090100.01	PCS Component
Mesa DC Warehouse	Powin Warehouse	14232111	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	A11501-01002-005	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M30108-01205-003	Electronics
Mesa DC Warehouse	Powin Warehouse	M30103-00017-005	Breakers
Mesa DC Warehouse	Powin Warehouse	P10900-07000-217	Busbars
Mesa DC Warehouse	Powin Warehouse	A-M-00221	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	EUU-1-500007593	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	E-B-00740	EMS Component
Mesa DC Warehouse	Powin Warehouse	EJ14166 - OBSOLETE	Misc Items
Mesa DC Warehouse	Powin Warehouse	A-M-00204	Energy Segment Component

Mesa DC Warehouse	Powin Warehouse	M70101-02004-000	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M00103-00007-000	EMS Component
Mesa DC Warehouse	Powin Warehouse	70646	HVAC Spare
Mesa DC Warehouse	Powin Warehouse	GN49	Transformer
Mesa DC Warehouse	Powin Warehouse	A11501-01004-042_DO NOT USE, NOT A FG	FSS Component
Mesa DC Warehouse	Powin Warehouse	M70104-00010-120	Labels
Mesa DC Warehouse	Powin Warehouse	E21703-00000-106	Stack Component
Mesa DC Warehouse	Powin Warehouse	M70104-00010-164	Labels
Mesa DC Warehouse	Powin Warehouse	E21703-00010-218 V2.1	Stack Component
Mesa DC Warehouse	Powin Warehouse	M00103-00008-016	UPS
Mesa DC Warehouse	Powin Warehouse	E21701-10000-010	Stack Component
Mesa DC Warehouse	Powin Warehouse	E58200-01000-000	PCBA Components
Mesa DC Warehouse	Powin Warehouse	M30117-10001-004	Terminals
Mesa DC Warehouse	Powin Warehouse	P10906-02000-018	Enclosure Component
Mesa DC Warehouse	Powin Warehouse	P10900-03001-118	Busbars
Mesa DC Warehouse	Powin Warehouse	E50200-09000-000	Stack Component
Mesa DC Warehouse	Powin Warehouse	M00108-00004-003	FSS Integration
Mesa DC Warehouse	Powin Warehouse	E21703-00011-301	Stack Component
Mesa DC Warehouse	Powin Warehouse	P10900-07001-453	Fasteners
Mesa DC Warehouse	Powin Warehouse	60409	Enclosure Component
Mesa DC Warehouse	Powin Warehouse	M30115-04002-002	Stack Component
Mesa DC Warehouse	Powin Warehouse	M00111-00001-002	AC Panel Spare
Mesa DC Warehouse	Powin Warehouse	E21704-00005-006	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00011-111	Stack Component
Mesa DC Warehouse	Powin Warehouse	70656	HVAC Spare
Mesa DC Warehouse	Powin Warehouse	M30103-00014-002	Electronics
Mesa DC Warehouse	Powin Warehouse	A10400-00003-300	Stack Component
Mesa DC Warehouse	Powin Warehouse	A10400-00005-907	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M30108-01106-020	Fuses

Mesa DC Warehouse	Powin Warehouse	M60103-10310-104	Fasteners
Mesa DC Warehouse	Powin Warehouse	M00103-00008-007	UPS
Mesa DC Warehouse	Powin Warehouse	M30103-00014-003	Electronics
Mesa DC Warehouse	Powin Warehouse	M30102-20420-010	Breakers
Mesa DC Warehouse	Powin Warehouse	P10900-07000-223	Busbars
Mesa DC Warehouse	Powin Warehouse	A10400-00005-845	Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	70546	HVAC Spare
Mesa DC Warehouse	Powin Warehouse	M60102-30306-025	Fasteners
Mesa DC Warehouse	Powin Warehouse	70342	HVAC Spare
Mesa DC Warehouse	Powin Warehouse	EUU-1-500007934	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M-M-00406	Labels
Mesa DC Warehouse	Powin Warehouse	NBF-32232	Misc Items
Mesa DC Warehouse	Powin Warehouse	C-LBT222-ADM4055-1	PLC Integration
Mesa DC Warehouse	Powin Warehouse	M60102-40306-016	Fasteners
Mesa DC Warehouse	Powin Warehouse	M00111-00002-002	AC Panel Spare
Mesa DC Warehouse	Powin Warehouse	E21703-00011-260	Stack Component
Mesa DC Warehouse	Powin Warehouse	P10900-07500-156	Misc Items
Mesa DC Warehouse	Powin Warehouse	P10900-07500-137	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M-B-00108	Fasteners
Mesa DC Warehouse	Powin Warehouse	E21703-00011-208	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00011-283	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00030-242	Electronics
Mesa DC Warehouse	Powin Warehouse	M30103-00014-012	Terminals
Mesa DC Warehouse	Powin Warehouse	E-B-00803	Fasteners
Mesa DC Warehouse	Powin Warehouse	E21701-05000-007	Stack Component
Mesa DC Warehouse	Powin Warehouse	M70104-00010-168	Labels
Mesa DC Warehouse	Powin Warehouse	E-B-00711	EMS Component
Mesa DC Warehouse	Powin Warehouse	E-B-00712	EMS Component
Mesa DC Warehouse	Powin Warehouse	SDR-240-24	EMS Component
Mesa DC Warehouse	Powin Warehouse	M00103-00006-000	UPS
Mesa DC Warehouse	Powin Warehouse	E21703-00000-041	Cables

Mesa DC Warehouse	Powin Warehouse	M30103-00018-013	Stack
Mesa DC Warehouse	Powin Warehouse	M70107-00011-159	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	CHCC3DU	Misc Items
Mesa DC Warehouse	Powin Warehouse	1587T11A1S	EMS Component
Mesa DC Warehouse	Powin Warehouse	E21703-00011-209	Stack Component
Mesa DC Warehouse	Powin Warehouse	M30103-00014-014	Terminals
Mesa DC Warehouse	Powin Warehouse	M30117-10001-005	Terminals
Mesa DC Warehouse	Powin Warehouse	M60102-30505-014	Fasteners
Mesa DC Warehouse	Powin Warehouse	E21703-00010-216 V2.0	Stack Component
Mesa DC Warehouse	Powin Warehouse	P10900-04000-209	Busbars
Mesa DC Warehouse	Powin Warehouse	M00108-00002-019	FSS Integration
Mesa DC Warehouse	Powin Warehouse	M20106-08009-022_DO NOT USE, NOT A FG	Stack Component
Mesa DC Warehouse	Powin Warehouse	M30106-00008-002	Stack Component
Mesa DC Warehouse	Powin Warehouse	2903308	HVAC Spare
Mesa DC Warehouse	Powin Warehouse	P/50182	HVAC Spare
Mesa DC Warehouse	Powin Warehouse	FNQ-R-6	Misc Items
Mesa DC Warehouse	Powin Warehouse	M60102-30504-050	Fasteners
Mesa DC Warehouse	Powin Warehouse	E21703-00012-309	Enclosure Component
Mesa DC Warehouse	Powin Warehouse	M60102-10306-014	Fasteners
Mesa DC Warehouse	Powin Warehouse	E-B-00430	Cables
Mesa DC Warehouse	Powin Warehouse	M30112-04008-004	Enclosure Component
Mesa DC Warehouse	Powin Warehouse	M70112-00000-026	Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	M00108-00002-002	FSS Integration
Mesa DC Warehouse	Powin Warehouse	M30104-12007-036	FSS Component
Mesa DC Warehouse	Powin Warehouse	SMA 95-128500.03	PCS Component
Mesa DC Warehouse	Powin Warehouse	M30102-20420-018	Breakers
Mesa DC Warehouse	Powin Warehouse	M-B-00226	Misc Items
Mesa DC Warehouse	Powin Warehouse	QO120VH	AC Panel Spare
Mesa DC Warehouse	Powin Warehouse	KIT-7-C15061030	DC Cabinet Component

Mesa DC Warehouse	Powin Warehouse	M30102-20420-022	Breakers
Mesa DC Warehouse	Powin Warehouse	M30108-01106-039	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	14001032	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	E-B-00746	EMS Component
Mesa DC Warehouse	Powin Warehouse	E-B-00777	Cables
Mesa DC Warehouse	Powin Warehouse	NBF-32032	Misc Items
Mesa DC Warehouse	Powin Warehouse	70425	HVAC Spare
Mesa DC Warehouse	Powin Warehouse	A10400-00005-760	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M30108-01106-046	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	E21703-00001-003	Stack Component
Mesa DC Warehouse	Powin Warehouse	E-B-00706	EMS Component
Mesa DC Warehouse	Powin Warehouse	M30108-01106-049	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	A11401-01010-000	Stack Component
Mesa DC Warehouse	Powin Warehouse	L5679	PCS Component
Mesa DC Warehouse	Powin Warehouse	P00100-01001-019	Labels
Mesa DC Warehouse	Powin Warehouse	P00100-01001-023	Labels
Mesa DC Warehouse	Powin Warehouse	P00100-01001-029	Labels
Mesa DC Warehouse	Powin Warehouse	P00100-01001-030	Labels
Mesa DC Warehouse	Powin Warehouse	M30102-65501-029	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	E50200-08000-000	PCBA Components
Mesa DC Warehouse	Powin Warehouse	P00100-01001-022	Labels
Mesa DC Warehouse	Powin Warehouse	VSA-1-000600110	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	A10400-00005-820	Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	A10400-00005-846	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	M30102-65501-006	DC Cabinet Component

Mesa DC Warehouse	Powin Warehouse	EDS-308	Enclosure Component
Mesa DC Warehouse	Powin Warehouse	M30108-01106-040	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	50040	HVAC Spare
Mesa DC Warehouse	Powin Warehouse	E50900-01000-000	Stack Component
Mesa DC Warehouse	Powin Warehouse	E-B-00741	EMS Component
Mesa DC Warehouse	Powin Warehouse	E31703-00003-006	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-105	Stack Component
Mesa DC Warehouse	Powin Warehouse	L5554-1	PCS Component
Mesa DC Warehouse	Powin Warehouse	E21703-00011-265	Stack Component
Mesa DC Warehouse	Powin Warehouse	P10902-01000-001	Stack Component
Mesa DC Warehouse	Powin Warehouse	80428	HVAC Spare
Mesa DC Warehouse	Powin Warehouse	E21701-05000-008	Stack Component
Mesa DC Warehouse	Powin Warehouse	P00100-01001-024	Labels
Mesa DC Warehouse	Powin Warehouse	P10900-07000-323	Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	E21703-00011-277	Stack Component
Mesa DC Warehouse	Powin Warehouse	60-090000.01	PCS Component
Mesa DC Warehouse	Powin Warehouse	E21703-00010-221	Cables
Mesa DC Warehouse	Powin Warehouse	M30108-01106-044	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	1504SC	EMS Component
Mesa DC Warehouse	Powin Warehouse	E21706-00031-003-52	Busbars
Mesa DC Warehouse	Powin Warehouse	50360	HVAC Spare
Mesa DC Warehouse	Powin Warehouse	E21703-00010-097	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-137	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00011-299	Stack Component
Mesa DC Warehouse	Powin Warehouse	M70104-00010-153	Labels
Mesa DC Warehouse	Powin Warehouse	SMA 65-05150	PCS Component
Mesa DC Warehouse	Powin Warehouse	E21703-00011-278	Stack Component
Mesa DC Warehouse	Powin Warehouse	P10900-07000-326	Metal Comp.
Mesa DC Warehouse	Powin Warehouse	E-B-00804	Fasteners
Mesa DC Warehouse	Powin Warehouse	M00108-00004-007	Electronics

Mesa DC Warehouse	Powin Warehouse	P00100-01001-026	Labels
Mesa DC Warehouse	Powin Warehouse	E21703-00011-262	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-104	Stack Component
Mesa DC Warehouse	Powin Warehouse	P10900-07001-032	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	M-B-00221	Misc Items
Mesa DC Warehouse	Powin Warehouse	M-B-00228	Misc Items
Mesa DC Warehouse	Powin Warehouse	14AD2111	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M20106-08009-021_DO NOT USE, NOT A FG	Stack Component
Mesa DC Warehouse	Powin Warehouse	M30101-00006-013	Transformer
Mesa DC Warehouse	Powin Warehouse	70005	HVAC Spare
Mesa DC Warehouse	Powin Warehouse	E21703-00000-132	Stack Component
Mesa DC Warehouse	Powin Warehouse	M30108-01205-011	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	M30108-01205-012	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	M30112-04008-005	Electronics
Mesa DC Warehouse	Powin Warehouse	M30108-01205-010	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	P10900-07001-334	Fasteners
Mesa DC Warehouse	Powin Warehouse	M30102-20420-032	Breakers
Mesa DC Warehouse	Powin Warehouse	103135-00.01	PCS Component
Mesa DC Warehouse	Powin Warehouse	M70105-00013-000	Fasteners
Mesa DC Warehouse	Powin Warehouse	E21703-00011-271	Stack Component
Mesa DC Warehouse	Powin Warehouse	M30108-01106-048	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M30102-65501-019	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	E21703-00011-272	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00017-299	Harnesses
Mesa DC Warehouse	Powin Warehouse	M60102-40306-055	Fasteners
Mesa DC Warehouse	Powin Warehouse	M20103-03029-003	Terminals

Mesa DC Warehouse	Powin Warehouse	M30104-12007-033	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	M00110-00002-004	PLC Integration
Mesa DC Warehouse	Powin Warehouse	M30103-00014-020	Electronics
Mesa DC Warehouse	Powin Warehouse	P10900-07200-021	Fasteners
Mesa DC Warehouse	Powin Warehouse	M70104-00010-167	Labels
Mesa DC Warehouse	Powin Warehouse	M60102-10504-060	Fasteners
Mesa DC Warehouse	Powin Warehouse	M30102-20420-012	Breakers
Mesa DC Warehouse	Powin Warehouse	P00100-01001-028	Labels
Mesa DC Warehouse	Powin Warehouse	M30102-65501-020	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M30108-01205-026	Fuses
Mesa DC Warehouse	Powin Warehouse	M30102-20420-019	Breakers
Mesa DC Warehouse	Powin Warehouse	E-B-00372	Misc Items
Mesa DC Warehouse	Powin Warehouse	M-M-00296	Labels
Mesa DC Warehouse	Powin Warehouse	M60101-10805-001	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00011-275	Stack Component
Mesa DC Warehouse	Powin Warehouse	E-B-00744	EMS Component
Mesa DC Warehouse	Powin Warehouse	CAGKIT1032-100	EMS Component
Mesa DC Warehouse	Powin Warehouse	M00103-00008-006	UPS
Mesa DC Warehouse	Powin Warehouse	M30112-04004-002	Stack Component
Mesa DC Warehouse	Powin Warehouse	E-B-00753	Cables
Mesa DC Warehouse	Powin Warehouse	P10904-01000-107	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-133	Stack Component
Mesa DC Warehouse	Powin Warehouse	M70104-00010-157	Labels
Mesa DC Warehouse	Powin Warehouse	E21703-00010-200 V1.0	Stack Component
Mesa DC Warehouse	Powin Warehouse	P10900-03001-201 V2.0	Busbars
Mesa DC Warehouse	Powin Warehouse	E21703-00000-136	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-134	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00030-952	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00011-270	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00008-013	Enclosure Integration

Mesa DC Warehouse	Powin Warehouse	E-B-00752	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00011-261	Stack Component
Mesa DC Warehouse	Powin Warehouse	M70112-00000-002	Metal Comp.
Mesa DC Warehouse	Powin Warehouse	P10900-07001-110	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	EUU-1-500004766	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-131	Stack Component
Mesa DC Warehouse	Powin Warehouse	P00100-01001-037	Labels
Mesa DC Warehouse	Powin Warehouse	M30119-04002-000	Stack Component
Mesa DC Warehouse	Powin Warehouse	M30102-65501-027	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	A10400-00005-775	Fasteners
Mesa DC Warehouse	Powin Warehouse	E-B-00434	Cables
Mesa DC Warehouse	Powin Warehouse	M70112-00001-011	HDC
Mesa DC Warehouse	Powin Warehouse	3005013	FSS Component
Mesa DC Warehouse	Powin Warehouse	RIVET NUT, M6 X 1mm Internal Thread, .5-3.0mm Material Thickness, 18-8 Stainless Steel	Fasteners
Mesa DC Warehouse	Powin Warehouse	M80101-00009-001	Switch
Mesa DC Warehouse	Powin Warehouse	M30120-01001-004	Electronics
Mesa DC Warehouse	Powin Warehouse	M30106-00009-003	Electronics
Mesa DC Warehouse	Powin Warehouse	E21703-00011-276	Stack Component
Mesa DC Warehouse	Powin Warehouse	RIVET NUT, M4 X .7mm Internal Thread, .5-2.5mm Material Thickness, 18-8 Stainless Steel	Fasteners
Mesa DC Warehouse	Powin Warehouse	SMA 61-1263100.01	PCS Component
Mesa DC Warehouse	Powin Warehouse	M00103-00008-017	UPS
Mesa DC Warehouse	Powin Warehouse	M30112-04008-018	Electronics
Mesa DC Warehouse	Powin Warehouse	HM25030-3SR	EMS Component
Mesa DC Warehouse	Powin Warehouse	P10900-07000-327	Metal Comp.
Mesa DC Warehouse	Powin Warehouse	SPRAY BOTTLE, 16oz, PLASTIC	Misc Items
Mesa DC Warehouse	Powin Warehouse	P10900-07000-325	Metal Comp.
Mesa DC Warehouse	Powin Warehouse	E-M-00077	Electrical Assy.
Mesa DC Warehouse	Powin Warehouse	E21703-00000-108	Stack Component

Mesa DC Warehouse	Powin Warehouse	M30102-65501-021	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	P10900-07008-140	Misc Items
Mesa DC Warehouse	Powin Warehouse	E21703-00017-583	FSS Component
Mesa DC Warehouse	Powin Warehouse	MH44KE	AC Panel Spare
Mesa DC Warehouse	Powin Warehouse	M00108-00002-026	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	P10800-01083-043	Labels
Mesa DC Warehouse	Powin Warehouse	E21703-00000-127	Cables
Mesa DC Warehouse	Powin Warehouse	E-B-00755	Misc Items
Mesa DC Warehouse	Powin Warehouse	SMA 61-0159452	PCS Component
Mesa DC Warehouse	Powin Warehouse	1506STD	EMS Component
Mesa DC Warehouse	Powin Warehouse	M20106-06044-035	Enclosure Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-128	Cables
Mesa DC Warehouse	Powin Warehouse	A10400-00006-047	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	FUS-1-001500000	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	E21703-00035-024	Cables
Mesa DC Warehouse	Powin Warehouse	SMA 26-096004001	PCS Component
Mesa DC Warehouse	Powin Warehouse	M60102-10613-522	Fasteners
Mesa DC Warehouse	Powin Warehouse	M30103-00014-025	Electronics
Mesa DC Warehouse	Powin Warehouse	M30101-00006-002	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	A10400-00009-933	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M30104-12007-020_DO NOT USE, NOT A FG	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-107	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21701-05000-011	Stack Component
Mesa DC Warehouse	Powin Warehouse	SMA 124133-00.01	PCS Component
Mesa DC Warehouse	Powin Warehouse	E21701-05000-012	Stack Component
Mesa DC Warehouse	Powin Warehouse	2002-1601	EMS Component
Mesa DC Warehouse	Powin Warehouse	M70111-00050-106	Stack Component

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Mesa DC Warehouse	Powin Warehouse	M-B-00095	Rubber
Mesa DC Warehouse	Powin Warehouse	M30108-01205-002	Electronics
Mesa DC Warehouse	Powin Warehouse	NON-6	EMS Component
Mesa DC Warehouse	Powin Warehouse	ISO-MBI-25M6	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	ISO-MBI-30M6	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	E21603-02001-000	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00011-273	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00011-274	Stack Component
Mesa DC Warehouse	Powin Warehouse	M30102-20420-030	Breakers
Mesa DC Warehouse	Powin Warehouse	M30102-20420-031	Breakers
Mesa DC Warehouse	Powin Warehouse	ISO-MBI-50M10	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M30112-04008-014	EMS Component
Mesa DC Warehouse	Powin Warehouse	E50101-04000-003/004	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00011-280	Stack Component
Mesa DC Warehouse	Powin Warehouse	L1874-1	PCS Component
Mesa DC Warehouse	Powin Warehouse	M-B-00055	Fasteners
Mesa DC Warehouse	Powin Warehouse	M30102-20420-033	Breakers
Mesa DC Warehouse	Powin Warehouse	E21703-00011-279	Stack Component
Mesa DC Warehouse	Powin Warehouse	P10904-01000-050	Cables
Mesa DC Warehouse	Powin Warehouse	542070	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	E21703-00010-213	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00010-002	Cables
Mesa DC Warehouse	Powin Warehouse	TechSpray Isopropyl Alcohol Wipes	Misc Items
Mesa DC Warehouse	Powin Warehouse	M30108-01106-045	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M70112-00001-012	HDC
Mesa DC Warehouse	Powin Warehouse	M00108-00004-006	FSS Integration
Mesa DC Warehouse	Powin Warehouse	SMA 124843-00.01	PCS Component
Mesa DC Warehouse	Powin Warehouse	M30108-01205-020	Fuses
Mesa DC Warehouse	Powin Warehouse	E-B-00433	Cables

Mesa DC Warehouse	Powin Warehouse	E-B-00751	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00136-866	Electronics
Mesa DC Warehouse	Powin Warehouse	M60102-30308-018	Fasteners
Mesa DC Warehouse	Powin Warehouse	M30104-12007-040	String Controller
Mesa DC Warehouse	Powin Warehouse	SC24-105-1500	String Controller
Mesa DC Warehouse	Powin Warehouse	M30112-04008-016	Electronics
Mesa DC Warehouse	Powin Warehouse	SMA 60-00562	PCS Component
Mesa DC Warehouse	Powin Warehouse	E50101-04000-001/002	Stack Component
Mesa DC Warehouse	Powin Warehouse	M60103-10100-003	Fasteners
Mesa DC Warehouse	Powin Warehouse	M30117-10001-013	Terminals
Mesa DC Warehouse	Powin Warehouse	E21703-00010-082	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00030-167	Cables
Mesa DC Warehouse	Powin Warehouse	E21701-05000-009	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00010-212	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00010-001	Cables
Mesa DC Warehouse	Powin Warehouse	A11501-01003-009	Stack Component
Mesa DC Warehouse	Powin Warehouse	3M Super 77 CA - Spray Adhesive	Misc Items
Mesa DC Warehouse	Powin Warehouse	E50201-06000-000	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21701-05000-013	Cables
Mesa DC Warehouse	Powin Warehouse	E21704-00014-017	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00011-295	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00030-164	Cables
Mesa DC Warehouse	Powin Warehouse	P10900-07000-324	Metal Comp.
Mesa DC Warehouse	Powin Warehouse	E21703-00010-059	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00010-065	Cables
Mesa DC Warehouse	Powin Warehouse	E21704-00014-009	Cables
Mesa DC Warehouse	Powin Warehouse	SC24-155-1500	String Controller
Mesa DC Warehouse	Powin Warehouse	M00104-02000-004	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	FUS-1-000100002	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M00101-00002-007	Stack Component
Mesa DC Warehouse	Powin Warehouse	M20105-07015-002	Stack Component

Mesa DC Warehouse	Powin Warehouse	M30102-65501-026	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	548590	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M00101-00002-026	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00132-581	Cables
Mesa DC Warehouse	Powin Warehouse	PAINTERS MASKING TAPE, BLUE, 1in X 60yds ROLL	Misc Items
Mesa DC Warehouse	Powin Warehouse	MEAN WELL MDR-20-24	Misc Items
Mesa DC Warehouse	Powin Warehouse	SMA 124841-00.01	PCS Component
Mesa DC Warehouse	Powin Warehouse	SMA 124840-00.01	PCS Component
Mesa DC Warehouse	Powin Warehouse	E-B-00754	Cables
Mesa DC Warehouse	Powin Warehouse	E-B-00709	EMS Component
Mesa DC Warehouse	Powin Warehouse	E21703-00030-577	Electronics
Mesa DC Warehouse	Powin Warehouse	E21703-00030-578	Electronics
Mesa DC Warehouse	Powin Warehouse	M30108-01205-004	Fuses
Mesa DC Warehouse	Powin Warehouse	M70112-00001-010	HDC
Mesa DC Warehouse	Powin Warehouse	E21703-00011-266	Stack Component
Mesa DC Warehouse	Powin Warehouse	SMA 104460-00.02	PCS Component
Mesa DC Warehouse	Powin Warehouse	P10900-07001-070	Fasteners
Mesa DC Warehouse	Powin Warehouse	A11501-01001-600	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00011-269	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00010-036	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00010-048	Cables
Mesa DC Warehouse	Powin Warehouse	SM-7120AX52	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M00103-00008-022	UPS
Mesa DC Warehouse	Powin Warehouse	M30112-04008-003	Electronics
Mesa DC Warehouse	Powin Warehouse	E21703-00132-580	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00011-268	Stack Component
Mesa DC Warehouse	Powin Warehouse	SMA 62-103700.02	PCS Component
Mesa DC Warehouse	Powin Warehouse	M60102-30504-016	Fasteners
Mesa DC Warehouse	Powin Warehouse	M10302-03001-000	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00010-217	Cables

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Mesa DC Warehouse	Powin Warehouse	M60103-10100-002	Fasteners
Mesa DC Warehouse	Powin Warehouse	E21703-00011-267	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-129 V2.0	Stack Component
Mesa DC Warehouse	Powin Warehouse	M30108-01205-002	Electronics
Mesa DC Warehouse	Powin Warehouse	M60101-10104-000	Fasteners
Mesa DC Warehouse	Powin Warehouse	E21703-00010-039	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-135	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-135 V2.0	Stack Component
Mesa DC Warehouse	Powin Warehouse	P10900-02000-102 V2.0	Busbars
Mesa DC Warehouse	Powin Warehouse	P10800-01083-044	Enclosure
Mesa DC Warehouse	Powin Warehouse	E21703-00000-102	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-136 V2.0	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00010-003	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-128 V2.0	Stack Component
Mesa DC Warehouse	Powin Warehouse	M00103-00008-015	UPS
Mesa DC Warehouse	Powin Warehouse	E21703-00010-004	Cables
Mesa DC Warehouse	Powin Warehouse	M60103-10310-000	Fasteners
Mesa DC Warehouse	Powin Warehouse	M30104-12007-039	String Controller
Mesa DC Warehouse	Powin Warehouse	E-B-00710	EMS Component
Mesa DC Warehouse	Powin Warehouse	E21703-00010-007	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00010-084	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00010-006	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00124-000 V1.1	Stack Component
Mesa DC Warehouse	Powin Warehouse	M30103-00014-019	Electronics
Mesa DC Warehouse	Powin Warehouse	E21703-00010-022	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00010-014	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00010-019	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00139-000 V1.1	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00138-000 V1.1	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00010-018	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00140-000 V1.1	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00010-005	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00010-017	Cables

Mesa DC Warehouse	Powin Warehouse	E21703-00123-000 V1.1	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00010-078	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00010-086	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00010-219 V2.1	Stack Component
Mesa DC Warehouse	Powin Warehouse	P10900-07000-203	Metal Comp.
Mesa DC Warehouse	Powin Warehouse	E21703-00010-027	Cables
Mesa DC Warehouse	Powin Warehouse	A11501-01001-602 V2.1	Busbars
Mesa DC Warehouse	Powin Warehouse	E21703-00010-015	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00010-025	Cables
Mesa DC Warehouse	Powin Warehouse	M70112-00000-256	Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	M00106-02002-003	HVAC
Mesa DC Warehouse	Powin Warehouse	E21703-00010-040	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00010-043	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00010-041	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00010-052	Cables
Mesa DC Warehouse	Powin Warehouse	SMA 117962-00.01	PCS Component
Mesa DC Warehouse	Powin Warehouse	P10900-07001-050	Fasteners
Mesa DC Warehouse	Powin Warehouse	E21703-00010-045	Cables
Mesa DC Warehouse	Powin Warehouse	E21706-40000-002	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	E21706-40000-003	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-127 V2.0	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-137 V2.0	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00010-044	Cables
Mesa DC Warehouse	Powin Warehouse	E21602-01000-000	Stack Component
Mesa DC Warehouse	Powin Warehouse	M30108-01206-000	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	E21603-02002-000	Stack Component
Mesa DC Warehouse	Powin Warehouse	M60101-10210-010	Fasteners
Mesa DC Warehouse	Powin Warehouse	E21703-00125-000 V1.1	Stack Component
Mesa DC Warehouse	Powin Warehouse	Socomec, 14001050	Collection Segment Component

Mesa DC Warehouse	Powin Warehouse	SMA 43-107100.01	PCS Component
Mesa DC Warehouse	Powin Warehouse	SMA 43-107000.01	PCS Component
Mesa DC Warehouse	Powin Warehouse	QOC342MQS	AC Panel Spare
Mesa DC Warehouse	Powin Warehouse	SMA 117728-00.01	PCS Component
Mesa DC Warehouse	Powin Warehouse	SMA 43-107300.01	PCS Component
Mesa DC Warehouse	Powin Warehouse	P10900-07000-210	Metal Comp.
Mesa DC Warehouse	Powin Warehouse	E21703-00010-064	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-138	Stack Component
Mesa DC Warehouse	Powin Warehouse	M30102-20420-058	Breakers
Mesa DC Warehouse	Powin Warehouse	SMA 113930-00.01	PCS Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-013	Cables
Mesa DC Warehouse	Powin Warehouse	P10900-07000-211	Plastics
Mesa DC Warehouse	Powin Warehouse	M50116-01116-000	Electronics
Mesa DC Warehouse	Powin Warehouse	E21703-00030-136	Cables
Mesa DC Warehouse	Powin Warehouse	E31703-00003-002	Cables
Mesa DC Warehouse	Powin Warehouse	E31703-00003-005	Cables
Mesa DC Warehouse	Powin Warehouse	M30117-04002-810	Terminals
Mesa DC Warehouse	Powin Warehouse	E21703-00010-062	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-113 V2.0	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-010	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-039	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00010-020	Cables
Mesa DC Warehouse	Powin Warehouse	M70104-00010-127	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	P10900-07001-469	Fasteners
Mesa DC Warehouse	Powin Warehouse	E21703-00000-103	Stack Component
Mesa DC Warehouse	Powin Warehouse	P10900-07001-348	Fasteners
Mesa DC Warehouse	Powin Warehouse	P10900-07001-379	Fasteners
Mesa DC Warehouse	Powin Warehouse	M60102-30308-055	Stack Component
Mesa DC Warehouse	Powin Warehouse	ZOLLER V30AE000056	Misc Items
Mesa DC Warehouse	Powin Warehouse	P10900-07000-405	Busbars
Mesa DC Warehouse	Powin Warehouse	E21703-00031-075	Cables
Mesa DC Warehouse	Powin Warehouse	SMA 20-1410	PCS Component

Mesa DC Warehouse	Powin Warehouse	E21703-00000-062		Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-093		Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-094		Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-046		Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00010-216		Cables
Mesa DC Warehouse	Powin Warehouse	E21602-01001-000		Stack Component
Mesa DC Warehouse	Powin Warehouse	E21603-03001-000		Stack Component
Mesa DC Warehouse	Powin Warehouse	SMA 61-117117		PCS Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-095		Cables
Mesa DC Warehouse	Powin Warehouse	M30106-00016-002		Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M30102-65501-030		DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	P10900-07001-030		Misc Items
Mesa DC Warehouse	Powin Warehouse	M60102-10304-010		Fasteners
Mesa DC Warehouse	Powin Warehouse	M60102-30505-008		Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-216		Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-217		Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-218		Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-054		Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-057		Cables
Mesa DC Warehouse	Powin Warehouse	SMA 117303-00.01		PCS Component
Mesa DC Warehouse	Powin Warehouse	P10900-07009-138		Busbars
Mesa DC Warehouse	Powin Warehouse	M60102-10703-008		Fasteners
Mesa DC Warehouse	Powin Warehouse	E-B-00037		Terminals
Mesa DC Warehouse	Powin Warehouse	E-B-00473		Fasteners
Mesa DC Warehouse	Powin Warehouse	M30103-00014-004		Misc Items
Mesa DC Warehouse	Powin Warehouse	P10900-07011-015		Busbars
Mesa DC Warehouse	Powin Warehouse	E21703-00000-004		Cables
Mesa DC Warehouse	Powin Warehouse	E60100-00001-010		Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-007		Cables

Mesa DC Warehouse	Powin Warehouse	P10900-07011-017	Busbars
Mesa DC Warehouse	Powin Warehouse	M30104-12007-027	Busbars
Mesa DC Warehouse	Powin Warehouse	E21703-00000-089	Cables
Mesa DC Warehouse	Powin Warehouse	M30104-12007-028	Busbars
Mesa DC Warehouse	Powin Warehouse	E21703-00000-205	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00010-219	Cables
Mesa DC Warehouse	Powin Warehouse	M30108-01205-025	Fuses
Mesa DC Warehouse	Powin Warehouse	M30117-10001-007	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	SMA 61-117118	PCS Component
Mesa DC Warehouse	Powin Warehouse	E21703-00010-046	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-015	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-016	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-063	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-064	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-203	Cables
Mesa DC Warehouse	Powin Warehouse	M70111-00050-107	Stack Component
Mesa DC Warehouse	Powin Warehouse	SHOP TOWEL, SCOTT, 9 X 11in, 55 PER ROLL	Misc Items
Mesa DC Warehouse	Powin Warehouse	M20106-06044-034_DO NOT USE, NOT A FG	Enclosure Component
Mesa DC Warehouse	Powin Warehouse	M30116-13215-034_DO NOT USE, NOT A FG	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-003	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-005	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-011	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-047	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-048	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-049	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-059	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-060	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-208	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-219	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-014	Cables

Mesa DC Warehouse	Powin Warehouse	SMA 43-107200.01	PCS Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-050	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-214	Cables
Mesa DC Warehouse	Powin Warehouse	M60102-10503-010	Fasteners
Mesa DC Warehouse	Powin Warehouse	P10900-07001-432	Fasteners
Mesa DC Warehouse	Powin Warehouse	SMA 42-62120014	PCS Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-106	Stack Component
Mesa DC Warehouse	Powin Warehouse	E-B-00756	Misc Items
Mesa DC Warehouse	Powin Warehouse	M60102-30505-016	Fasteners
Mesa DC Warehouse	Powin Warehouse	E21703-00000-036	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-210	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-037	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-213	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-022	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-020	Cables
Mesa DC Warehouse	Powin Warehouse	M20105-01109-044	Electronics
Mesa DC Warehouse	Powin Warehouse	P10800-01083-039	Labels
Mesa DC Warehouse	Powin Warehouse	E21703-00000-105	Stack Component
Mesa DC Warehouse	Powin Warehouse	SMA 124109-00.01	PCS Component
Mesa DC Warehouse	Powin Warehouse	M30117-08004-000	Terminals
Mesa DC Warehouse	Powin Warehouse	E21703-00000-009	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-209	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-006	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-001	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00000-002	Cables
Mesa DC Warehouse	Powin Warehouse	M60103-10308-104	Fasteners
Mesa DC Warehouse	Powin Warehouse	E21703-00000-104	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-108	Stack Component
Mesa DC Warehouse	Powin Warehouse	P10900-07000-416	Busbars
Mesa DC Warehouse	Powin Warehouse	SMA 43-104000.01	PCS Component
Mesa DC Warehouse	Powin Warehouse	M70107-00012-251	Fasteners
Mesa DC Warehouse	Powin Warehouse	M60102-11501-002	Fasteners
Mesa DC Warehouse	Powin Warehouse	E21703-00000-131	Stack Component

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Mesa DC Warehouse	Powin Warehouse	E21703-00000-132	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-107	Stack Component
Mesa DC Warehouse	Powin Warehouse	M60102-30308-018	Fasteners
Mesa DC Warehouse	Powin Warehouse	SMA 86-00892	PCS Component
Mesa DC Warehouse	Powin Warehouse	E21603-02003-000	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-133	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-134	Stack Component
Mesa DC Warehouse	Powin Warehouse	M30106-00008-011	Glands
Mesa DC Warehouse	Powin Warehouse	M60103-10510-000	Fasteners
Mesa DC Warehouse	Powin Warehouse	E21703-00034-022	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00034-028	Cables
Mesa DC Warehouse	Powin Warehouse	E21603-03003-000	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00034-038	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00034-045	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00034-034	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00034-040	Cables
Mesa DC Warehouse	Powin Warehouse	M70111-00050-178	Fasteners
Mesa DC Warehouse	Powin Warehouse	M60102-10610-020	Fasteners
Mesa DC Warehouse	Powin Warehouse	Phoenix Contact 1777833	Misc Items
Mesa DC Warehouse	Powin Warehouse	E21704-00017-000	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	E-B-00431	Cables
Mesa DC Warehouse	Powin Warehouse	E-B-00432	Cables
Mesa DC Warehouse	Powin Warehouse	M70104-00010-090	Stack Component
Mesa DC Warehouse	Powin Warehouse	M70107-00012-284	Fasteners
Mesa DC Warehouse	Powin Warehouse	M70112-00001-001	Electronics
Mesa DC Warehouse	Powin Warehouse	M60102-10303-020	Fasteners
Mesa DC Warehouse	Powin Warehouse	M70107-00012-281	Fasteners
Mesa DC Warehouse	Powin Warehouse	2903686	Stack Component
Mesa DC Warehouse	Powin Warehouse	M70107-00011-168	FSS Component
Mesa DC Warehouse	Powin Warehouse	McMaster, 90313A102	Fasteners
Mesa DC Warehouse	Powin Warehouse	M60102-30306-014	Fasteners
Mesa DC Warehouse	Powin Warehouse	E31703-00003-010	Cables

Mesa DC Warehouse	Powin Warehouse	M70107-00011-167	FSS Component
Mesa DC Warehouse	Powin Warehouse	M-M-00123	Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	M-M-00124	Metal Fabrication
Mesa DC Warehouse	Powin Warehouse	E21704-00012-012	Cables
Mesa DC Warehouse	Powin Warehouse	3M Adhesion Promotor 111	Misc Items
Mesa DC Warehouse	Powin Warehouse	E21704-00009-012	Cables
Mesa DC Warehouse	Powin Warehouse	M00108-00004-005	FSS Integration
Mesa DC Warehouse	Powin Warehouse	E21703-00030-144	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00030-145	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00030-146	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00030-147	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00030-286	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00030-287	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00030-288	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00030-289	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00030-290	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00030-291	Cables
Mesa DC Warehouse	Powin Warehouse	M30108-01106-041	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	E21703-00030-292	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00030-293	Cables
Mesa DC Warehouse	Powin Warehouse	M00108-00004-006	FSS Integration
Mesa DC Warehouse	Powin Warehouse	M30102-65501-026	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	P10907-01000-022	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	Phoenix Contact 1996032	Misc Items
Mesa DC Warehouse	Powin Warehouse	M00102-00002-006	Electronics
Mesa DC Warehouse	Powin Warehouse	M00108-00004-003	FSS Integration
Mesa DC Warehouse	Powin Warehouse	M00103-00007-000	EMS Component
Mesa DC Warehouse	Powin Warehouse	M00103-00008-007	UPS
Mesa DC Warehouse	Powin Warehouse	M30102-65501-023	DC Cabinet Component

Mesa DC Warehouse	Powin Warehouse	M00108-00002-021	FSS Component
Mesa DC Warehouse	Powin Warehouse	E21703-00030-454	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	E21704-00010-002	Cables
Mesa DC Warehouse	Powin Warehouse	M30102-20420-028	Breakers
Mesa DC Warehouse	Powin Warehouse	M50116-01116-000	Electronics
Mesa DC Warehouse	Powin Warehouse	M30108-01205-003	Electronics
Mesa DC Warehouse	Powin Warehouse	M30108-01205-004	Fuses
Mesa DC Warehouse	Powin Warehouse	A10400-00005-707	Terminals
Mesa DC Warehouse	Powin Warehouse	E21704-00005-001	Cables
Mesa DC Warehouse	Powin Warehouse	M60102-30308-040	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21704-00007-001	Cables
Mesa DC Warehouse	Powin Warehouse	GRAINGER 5GEE6	Cables
Mesa DC Warehouse	Powin Warehouse	M70107-00011-164	FSS Component
Mesa DC Warehouse	Powin Warehouse	E-B-00770	Electronics
Mesa DC Warehouse	Powin Warehouse	50205	HVAC Spare
Mesa DC Warehouse	Powin Warehouse	A-M-00194	FSS Component
Mesa DC Warehouse	Powin Warehouse	A-M-00195	FSS Component
Mesa DC Warehouse	Powin Warehouse	A-M-00197	FSS Component
Mesa DC Warehouse	Powin Warehouse	A-M-00198	FSS Component
Mesa DC Warehouse	Powin Warehouse	E21704-00006-001	Cables
Mesa DC Warehouse	Powin Warehouse	E21704-00008-001	Cables
Mesa DC Warehouse	Powin Warehouse	E-B-00719	Misc Items
Mesa DC Warehouse	Powin Warehouse	E-B-00745	EMS Component
Mesa DC Warehouse	Powin Warehouse	M00101-00002-004	Electronics
Mesa DC Warehouse	Powin Warehouse	M00101-00002-005	Electronics
Mesa DC Warehouse	Powin Warehouse	GRAINGER 5GEF0	Cables
Mesa DC Warehouse	Powin Warehouse	M00108-00004-034	Electronics
Mesa DC Warehouse	Powin Warehouse	M30117-10001-010	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M00106-02002-001	HVAC
Mesa DC Warehouse	Powin Warehouse	SC24-105-1500	String Controller
Mesa DC Warehouse	Powin Warehouse	A10200-04010-031	Electrical Assy.

Mesa DC Warehouse	Powin Warehouse	M00108-00004-005	FSS Integration
Mesa DC Warehouse : GTI	Powin Warehouse	M70112-00000-026	Metal Fabrication
Mesa DC Warehouse : GTI	Powin Warehouse	A10400-00005-795	Metal Fabrication
Mesa DC Warehouse : GTI	Powin Warehouse	M70112-00000-034	Metal Fabrication
Mesa DC Warehouse : Orion	Powin Warehouse	M00103-00008-015	UPS
Mesa DC Warehouse : Orion	Powin Warehouse	M00101-00002-004	Electronics
OneSource : OneSource : Lawrence MA	3rd Party Logistics/Storage - 3PL	MGA1072AC090CR+1+1CA+C24++++++	HVAC
OneSource : OneSource : Lawrence MA	3rd Party Logistics/Storage - 3PL	M00108-00002-007	FSS Component
OneSource : OneSource : Lawrence MA	3rd Party Logistics/Storage - 3PL	M00108-00002-012	FSS Integration
OneSource : OneSource : Lawrence MA	3rd Party Logistics/Storage - 3PL	A-M-00521	Metal Fabrication
OneSource : OneSource : Lawrence MA	3rd Party Logistics/Storage - 3PL	S22-230-140-1000-C280-110_DO NOT USE, NOT A FG	Stack
OneSource : OneSource : Lawrence MA	3rd Party Logistics/Storage - 3PL	M00108-00002-020	FSS Component
OneSource : OneSource : Lawrence MA	3rd Party Logistics/Storage - 3PL	M00108-00002-008	FSS Component
OneSource : OneSource : Lawrence MA	3rd Party Logistics/Storage - 3PL	M00108-00002-021	FSS Component
OneSource : OneSource : Lawrence MA	3rd Party Logistics/Storage - 3PL	M00108-00002-009	FSS Component
OneSource : OneSource : Lawrence MA	3rd Party Logistics/Storage - 3PL	M00108-00002-010	FSS Component

OneSource : OneSource : Lawrence MA	3rd Party Logistics/Storage - 3PL	M00108-00002-005	FSS Integration
OneSource : OneSource : Lawrence MA	3rd Party Logistics/Storage - 3PL	E21703-00123-000 V1.1	Stack Component
OneSource : OneSource : Lawrence MA	3rd Party Logistics/Storage - 3PL	E21703-00138-000 V1.1	Stack Component
OneSource : OneSource : Lawrence MA	3rd Party Logistics/Storage - 3PL	E21703-00139-000 V1.1	Stack Component
OneSource : OneSource : Lawrence MA	3rd Party Logistics/Storage - 3PL	S22-230-140-1000-C280-110_DO NOT USE, NOT A FG	Stack
Prolift Rigging Co : Prolift Rigging Co : Glendale AZ	3rd Party Logistics/Storage - 3PL	ES35-404-112-100-0000000	Energy Segment
Prolift Rigging Co : Prolift Rigging Co : Glendale AZ	3rd Party Logistics/Storage - 3PL	CS30-A00-C00-512-A11-310-0000000	Collection Segment Component
Prolift Rigging Co : Prolift Rigging Co : Glendale AZ	3rd Party Logistics/Storage - 3PL	CS30-FF0-HH0-611-D11-120-0000000	Collection Segment Component
Prolift Rigging Co : Prolift Rigging Co : Glendale AZ	3rd Party Logistics/Storage - 3PL	CS30-GD0-JF0-611-D11-120-0000000	Collection Segment Component
Prolift Rigging Co : Prolift Rigging Co : Glendale AZ	3rd Party Logistics/Storage - 3PL	CS30-A00-E00-511-A11-320-0000000	Collection Segment Component
Prolift Rigging Co : Prolift Rigging Co : Glendale AZ	3rd Party Logistics/Storage - 3PL	CS30-E00-D00-411-A11-320-0000000	Collection Segment Component
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	A10200-04010-049	Electrical Assy.

RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	A10400-00011-836B TDN-000257	Energy Segment Component
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	A10400-00011-836B TDN-000257	Energy Segment Component
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	A-M-00080F	Module
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	A-M-00487A TDN-000257	Energy Segment Component
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	A-M-00487A TDN-000257	Energy Segment Component
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00030-140	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00030-144	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00030-145	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00030-147	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00030-148	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00030-164	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00030-167	Cables

RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00030-241	Electronics
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00030-296	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00030-297	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00030-298	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00030-299	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00030-316	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00030-317	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00030-550	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00030-556	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00030-557	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00030-558	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00030-559	Cables

RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00030-560	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00030-561	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00031-403	Energy Segment Component
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00033-001	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00033-002	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00033-003	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00033-004	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00035-017	Harnesses
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00035-021	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00035-023	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00035-024	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00130-500	Cables

RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00130-501	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00130-502	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00130-503	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E21703-00130-504	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E31703-00003-001	Electronics
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E31703-00003-002	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E31703-00003-003	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E31703-00003-004	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E31703-00003-005	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E31703-00003-006	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E31703-00003-009	Cables
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	E40101-10806-022	Module

RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	ES30-102-111-100-0000000	Energy Segment Component
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	ES30-302-121-100-0000000	Energy Segment Component
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	ES35-404-112-100-0000000	Energy Segment
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	GASKET, BULK, PORON AQUAPRO 4701-41-15250-04, ADHESIVE: 3M 9495-200MP, 20mm WIDE STRIP	Gaskets
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M00108-00004-007	Electronics
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M20103-04001-008	Energy Segment Component
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M20106-06044-064	Energy Segment Component
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M30101-00006-005	Transformer
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M30102-20420-009	Breakers
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M30102-20420-017	Breakers
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M30117-10001-004	Terminals
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M30117-10001-005	Terminals

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RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M30117-10001-006	Energy Segment Component
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M30117-10001-007	Energy Segment Component
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M30117-10001-010	Energy Segment Component
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M60102-10306-014	Fasteners
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M60102-10310-020	Fasteners
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M60102-10503-010	Fasteners
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M60102-10504-060	Fasteners
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M60102-30505-008	Energy Segment Component
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M60102-30505-012	Fasteners
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M60103-10210-000	Fasteners
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M60103-10308-104	Fasteners
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M70101-01016-000	DC Cabinet Component

RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M70101-02004-000	DC Cabinet Component
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M70104-00010-102	Labels
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M70104-00010-118	Labels
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M70104-00010-133	Labels
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M70107-00004-012	Misc Items
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M70107-00012-290	Misc Items
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M70112-00000-075	Energy Segment Component
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M70112-00000-076	Energy Segment Component
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M70112-00000-080	Gaskets
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M70112-00000-261	Metal Fabrication
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M70112-00000-264	Gaskets
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M70112-00000-303	Breakers

RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M70112-00000-304	Breakers
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M70112-00000-305	Breakers
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M70112-00000-306	Breakers
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	M70112-00000-758	Energy Segment Component
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	P00100-01001-018	Labels
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	P10900-07000-204	Metal Comp.
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	P10900-07000-204	Metal Comp.
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	P10900-07000-210	Metal Comp.
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	P10900-07000-394	Metal Fabrication
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	P10900-07001-282	Dampers
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	P10900-07001-283	Dampers
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	P10900-07001-334	Fasteners

RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	P10900-07001-432	Fasteners
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	P10900-07200-021	Fasteners
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	P10900-07500-136	Energy Segment Component
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	P10900-07500-137	Energy Segment Component
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	P10900-07500-139	Energy Segment Component
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	P10900-07500-140	Energy Segment Component
RH Shipping : RH Shipping : Alpamed	3rd Party Logistics/Storage - 3PL	P10900-07500-141	Energy Segment Component
SourceOne : SourceOne : Commerce CA	3rd Party Logistics/Storage - 3PL	M00106-02004-000	HVAC
SourceOne : SourceOne : Commerce CA	3rd Party Logistics/Storage - 3PL	M30108-01106-050	Stack Component
SourceOne : SourceOne : Commerce CA	3rd Party Logistics/Storage - 3PL	M30108-01106-050	Stack Component
SourceOne : SourceOne : Commerce CA	3rd Party Logistics/Storage - 3PL	M30108-01106-028	Collection Segment Component
SourceOne : SourceOne : Commerce CA	3rd Party Logistics/Storage - 3PL	M30108-01106-028	Collection Segment Component

SourceOne : SourceOne : Commerce CA	3rd Party Logistics/Storage - 3PL	M30108-01106-023	DC Cabinet Component
SourceOne : SourceOne : Commerce CA	3rd Party Logistics/Storage - 3PL	M30108-01106-023	DC Cabinet Component
SourceOne : SourceOne : Commerce CA	3rd Party Logistics/Storage - 3PL	S23-360-100-1500-C280-UNI_DO NOT USE, NOT A FG	Stack
SourceOne : SourceOne : Dircks Tolleson AZ	3rd Party Logistics/Storage - 3PL	M90101-00001-001	Enclosure Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	DC23-1-0630	DC Cabinet
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	DC23-2-0630	DC Cabinet
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E40101-10804-001	Module
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E40101-10804-002	Module
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	A10400-00003-300	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	A10200-04006-000-110	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	M60102-40308-020	Fasteners
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	S22-230-140-1000-C280-110_DO NOT USE, NOT A FG	Stack

SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	M60102-30308-040	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	M60102-30308-020	Fasteners
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E21703-00000-106	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	A11501-01001-600	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	S22-230-140-1000-C280-110_DO NOT USE, NOT A FG	Stack
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	P10900-02000-102 V2.0	Busbars
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E21703-00123-000 V1.1	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E21703-00124-000 V1.1	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E21703-00125-000 V1.1	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E21703-00000-129 V2.0	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E21703-00000-127 V2.0	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E21703-00138-000 V1.1	Stack Component

SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E21703-00139-000 V1.1	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E21703-00140-000 V1.1	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E21703-00000-128 V2.0	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E21703-00000-135 V2.0	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E21703-00000-137 V2.0	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E21703-00000-136 V2.0	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E21703-00031-185	Cables
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E21703-00001-015 V2.0	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E21703-00000-113 V2.0	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E21703-00000-103	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E21703-00000-107	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	C22-40HQ-3|4HR-S230E-6T-CATL-110V_FG	Enclosure

SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E21703-00000-105	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E21703-00000-104	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E21703-00000-131	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E21703-00000-132	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E21703-00000-108	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E21703-00000-133	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	E21703-00000-134	Stack Component
SourceOne : SourceOne : Javelin Portland OR	3rd Party Logistics/Storage - 3PL	M50116-01116-000	Electronics
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	E40101-10806-102	Module
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	E40101-10704-002	Module
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	E40101-10704-001	Module
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	E40101-10806-102	Module

Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	E40101-10804-012	Module
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	E40101-10804-011	Module
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	E40101-10805-004	Module
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	E40101-10403-021	Module
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	E40101-10403-022	Module
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	E40101-10806-022	Module
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	E40101-10805-003	Module
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	E40101-10804-001	Module
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	E40101-10403-024	Module
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	E40101-10403-023	Module
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	E40101-10806-042	Module
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	E40101-10806-042	Module

Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	E40101-10804-002	Module
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	E40101-10704-001	Module
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	E40101-10806-042	Module
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	E40101-10806-042	Module
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	E40101-10704-002	Module
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	E40101-10806-022	Module
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	E40101-10806-022	Module
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	E40101-10806-022	Module
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	E40101-10804-002	Module
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	E40101-10806-002	Module
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	S22-230-140-1000-C280-110_DO NOT USE, NOT A FG	Stack
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	S23-360-100-1500-C280-UNI	Stack

Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	S22-230-280-1000-C280P-UNI 670-950 VDC_DO NOT USE, NOT A FG	Stack
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	S23-360-100-1500-E280K-UNI	Stack
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	S22-230-140-1000-C280-110_DO NOT USE, NOT A FG	Stack
Trivergix - Mesa AZ	3rd Party Logistics/Storage - 3PL	S22-230-280-1000-C280P-UNI_DO NOT USE, NOT A FG	Stack
Welldex Distribution SA de CV	3rd Party Logistics/Storage - 3PL	A10400-00005-750	Metal Fabrication
Welldex Distribution SA de CV	3rd Party Logistics/Storage - 3PL	A10400-00005-758	Metal Fabrication
Welldex Distribution SA de CV	3rd Party Logistics/Storage - 3PL	E40101-10806-022	Module
Welldex Distribution SA de CV	3rd Party Logistics/Storage - 3PL	E40101-10806-042	Module
Welldex Distribution SA de CV	3rd Party Logistics/Storage - 3PL	Itemized Detail Unavilable	
Welldex Distribution SA de CV	3rd Party Logistics/Storage - 3PL	Itemized Detail Unavilable	
Welldex Distribution SA de CV	3rd Party Logistics/Storage - 3PL	M00106-02002-003	HVAC
Welldex Distribution SA de CV	3rd Party Logistics/Storage - 3PL	M00106-02002-003	HVAC

Mesa DC Warehouse	Powin Warehouse	M30108-01106-041	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M00108-00002-017	FSS Integration
Mesa DC Warehouse	Powin Warehouse	M00108-00004-005	FSS Integration
Mesa DC Warehouse	Powin Warehouse	M00108-00004-006	FSS Integration
Mesa DC Warehouse	Powin Warehouse	M30102-65501-026	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	P10907-01000-022	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	E21703-00130-620	Cables
Mesa DC Warehouse	Powin Warehouse	M00108-00004-025	Enclosure Integration
Mesa DC Warehouse	Powin Warehouse	M00108-00004-003	FSS Integration
Mesa DC Warehouse	Powin Warehouse	M00103-00007-000	EMS Component
Mesa DC Warehouse	Powin Warehouse	M00103-00008-007	UPS
Mesa DC Warehouse	Powin Warehouse	M30102-65501-023	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M00108-00002-021	FSS Component
Mesa DC Warehouse	Powin Warehouse	P10900-02000-102 V2.0	Busbars
Mesa DC Warehouse	Powin Warehouse	E21703-00030-454	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-103	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-107	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-108	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-106	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-104	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-105	Stack Component
Mesa DC Warehouse	Powin Warehouse	M50116-01116-000	Electronics
Mesa DC Warehouse	Powin Warehouse	M30108-01205-003	Electronics
Mesa DC Warehouse	Powin Warehouse	M30108-01205-002	Electronics
Mesa DC Warehouse	Powin Warehouse	M30108-01205-004	Fuses
Mesa DC Warehouse	Powin Warehouse	E21703-00000-131	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-132	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-133	Stack Component

Mesa DC Warehouse	Powin Warehouse	E21703-00000-134	Stack Component
Mesa DC Warehouse	Powin Warehouse	M60102-30308-018	Fasteners
Mesa DC Warehouse	Powin Warehouse	M60102-30308-040	Stack Component
Mesa DC Warehouse	Powin Warehouse	A11501-01001-600	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-113 V2.0	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00123-000 V1.1	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00124-000 V1.1	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00125-000 V1.1	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-127 V2.0	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-128 V2.0	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-129 V2.0	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00138-000 V1.1	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00139-000 V1.1	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00140-000 V1.1	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-135 V2.0	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-136 V2.0	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00000-137 V2.0	Stack Component
Mesa DC Warehouse	Powin Warehouse	A10400-00003-300	Stack Component
Mesa DC Warehouse	Powin Warehouse	M00101-00002-004	Electronics
Mesa DC Warehouse	Powin Warehouse	M00101-00002-005	Electronics
Mesa DC Warehouse	Powin Warehouse	M30112-04008-014	EMS Component
Mesa DC Warehouse	Powin Warehouse	M00110-00001-002	Electronics
Mesa DC Warehouse	Powin Warehouse	M-B-00073	Gaskets
Mesa DC Warehouse	Powin Warehouse	M00106-02002-001	HVAC
Mesa DC Warehouse	Powin Warehouse	SC24-105-1500	String Controller
Mesa DC Warehouse	Powin Warehouse	A10200-04010-031	Electrical Assy.
Mesa DC Warehouse	Powin Warehouse	M-B-00012	Misc Items
Mesa DC Warehouse	Powin Warehouse	E21703-00017-301	Harnesses
Mesa DC Warehouse	Powin Warehouse	E21703-00017-299	Harnesses
Mesa DC Warehouse	Powin Warehouse	M00102-00002-002	Electronics
Mesa DC Warehouse	Powin Warehouse	M00104-02000-004	Collection Segment Component
Mesa DC Warehouse	Powin Warehouse	E31703-00003-001	Electronics

Mesa DC Warehouse	Powin Warehouse	M00108-00002-002	FSS Integration
Mesa DC Warehouse	Powin Warehouse	M00101-00002-011	Electronics
Mesa DC Warehouse	Powin Warehouse	M30108-01106-043	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	A11501-01002-005	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M00106-02003-004	Electronics
Mesa DC Warehouse	Powin Warehouse	M30108-01106-019	Stack Component
Mesa DC Warehouse	Powin Warehouse	M00102-00002-001	Electronics
Mesa DC Warehouse	Powin Warehouse	P10900-07001-455	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	E21703-00035-017	Harnesses
Mesa DC Warehouse	Powin Warehouse	M00101-00002-004	Electronics
Mesa DC Warehouse	Powin Warehouse	M30104-12007-029	Cables
Mesa DC Warehouse	Powin Warehouse	M30104-12007-024	Electronics
Mesa DC Warehouse	Powin Warehouse	M70112-00000-304	Breakers
Mesa DC Warehouse	Powin Warehouse	M30102-20420-020	Breakers
Mesa DC Warehouse	Powin Warehouse	M30102-20420-010	Breakers
Mesa DC Warehouse	Powin Warehouse	M30102-20420-017	Breakers
Mesa DC Warehouse	Powin Warehouse	M70112-00000-303	Breakers
Mesa DC Warehouse	Powin Warehouse	M70112-00000-306	Breakers
Mesa DC Warehouse	Powin Warehouse	M30102-20420-021	Breakers
Mesa DC Warehouse	Powin Warehouse	M30112-04008-005	Electronics
Mesa DC Warehouse	Powin Warehouse	M00102-00002-001	Electronics
Mesa DC Warehouse	Powin Warehouse	M30102-65501-023	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M30112-04008-010	Electronics
Mesa DC Warehouse	Powin Warehouse	M30107-00005-002	Electronics
Mesa DC Warehouse	Powin Warehouse	E21703-00030-241	Electronics
Mesa DC Warehouse	Powin Warehouse	M30108-01106-019	Stack Component
Mesa DC Warehouse	Powin Warehouse	E21703-00030-454	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	E21703-00004-358	Electronics
Mesa DC Warehouse	Powin Warehouse	M70112-00000-266	Electronics

Mesa DC Warehouse	Powin Warehouse	E21703-00030-453	Electronics
Mesa DC Warehouse	Powin Warehouse	M70110-00018-004	HVAC Integration
Mesa DC Warehouse	Powin Warehouse	M30106-00008-010	Electronics
Mesa DC Warehouse	Powin Warehouse	E21703-00004-357	Electronics
Mesa DC Warehouse	Powin Warehouse	M30106-00008-009	Electronics
Mesa DC Warehouse	Powin Warehouse	M30108-01106-045	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M00106-02002-001	HVAC
Mesa DC Warehouse	Powin Warehouse	A10400-00005-701	Stack Component
Mesa DC Warehouse	Powin Warehouse	M30103-00018-013	Stack
Mesa DC Warehouse	Powin Warehouse	M30103-00014-025	Electronics
Mesa DC Warehouse	Powin Warehouse	E21703-00004-356	Electronics
Mesa DC Warehouse	Powin Warehouse	M30108-01106-045	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	M30107-00005-002	Electronics
Mesa DC Warehouse	Powin Warehouse	M30106-00008-017	Electronics
Mesa DC Warehouse	Powin Warehouse	M30108-01205-003	Electronics
Mesa DC Warehouse	Powin Warehouse	M30104-12007-023	Electronics
Mesa DC Warehouse	Powin Warehouse	E21703-00031-403	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	E-B-00075	Electronics
Mesa DC Warehouse	Powin Warehouse	E21703-00004-358	Electronics
Mesa DC Warehouse	Powin Warehouse	A11501-01005-013	Cables
Mesa DC Warehouse	Powin Warehouse	M20103-03029-004	DC Cabinet Component
Mesa DC Warehouse	Powin Warehouse	ETO Labels	Labels
Mesa DC Warehouse	Powin Warehouse	M30103-00014-005	FSS Component
Mesa DC Warehouse	Powin Warehouse	M30102-20420-009	Breakers
Mesa DC Warehouse	Powin Warehouse	E-B-00075	Electronics
Mesa DC Warehouse	Powin Warehouse	M70112-00000-305	Breakers
Mesa DC Warehouse	Powin Warehouse	E21703-00030-169	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00030-292	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00030-293	Cables

Mesa DC Warehouse	Powin Warehouse	E21703-00030-290	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00030-287	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00030-289	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00030-288	Cables
Mesa DC Warehouse	Powin Warehouse	E21703-00030-286	Cables
Mesa DC Warehouse	Powin Warehouse	A10400-00005-701	Stack Component
Mesa DC Warehouse	Powin Warehouse	M30106-02004-001	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M30112-04008-012	Electronics
Mesa DC Warehouse	Powin Warehouse	M00102-00002-001	Electronics
Mesa DC Warehouse	Powin Warehouse	M-B-00095	Rubber
Mesa DC Warehouse	Powin Warehouse	M00108-00002-019	FSS Integration
Mesa DC Warehouse	Powin Warehouse	E21704-00017-000	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	E21703-00030-291	Cables
Mesa DC Warehouse	Powin Warehouse	M-B-00047	Gaskets
Mesa DC Warehouse	Powin Warehouse	M00106-02002-001	HVAC
Mesa DC Warehouse	Powin Warehouse	M00103-00008-007	UPS
Mesa DC Warehouse	Powin Warehouse	P10900-07001-100	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M30106-02004-001	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	E21703-00031-403	Energy Segment Component
Mesa DC Warehouse	Powin Warehouse	M30112-04008-003	Electronics
Mesa DC Warehouse	Powin Warehouse	P00100-01001-037	Labels
Mesa DC Warehouse	Powin Warehouse	M00108-00004-004	FSS Integration
Mesa DC Warehouse	Powin Warehouse	M00102-00002-002	Electronics
Mesa DC Warehouse	Powin Warehouse	M30108-01106-019	Stack Component
Mesa DC Warehouse	Powin Warehouse	M70112-00000-304	Breakers
Mesa DC Warehouse	Powin Warehouse	M30112-04008-005	Electronics
Mesa DC Warehouse	Powin Warehouse	M00103-00008-006	UPS

Schedule 2.1(c)

INTELLECTUAL PROPERTY

(i) PATENTS

KS Ref. No.	Country	Type	Title	Application No.	Filed	Publication No.	Publication Date	Patent No	Issued	Status	Next Due Date	Status Changed Date	Comments
9888-100878-01	U.S.	Direct	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	16/101,032	8/10/2018	2020/0052502	2/13/2020	10,978,884	4/13/2021	Issued	10/13/2028 - Due, 2nd maintenance fee	9/24/2024	1st maintenance fee paid 9/24/2024
9888-100878-02	PCT		ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	PCT/US2019/045678	8/8/2019	WO 2020/033665	2/13/2020	N/A	N/A	Expired PCT			
9888-100878-03	Canada	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	3,107,491	8/8/2019	3,107,491	2/13/2020			Pending		6/3/2024	Instructed to cease work and allow to lapse 6/3/2024; awaiting notice of abandonment
9888-100878-04	China	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	201980052902.0	8/8/2019	112567586A	3/26/2021	112567586B	11/15/2024	Issued	8/8/2025 - Due, maintenance fee	3/25/2025	Instructed to pay maintenance fee

9888-100878-05	EPC	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	19847972.7	8/8/2019	3834271	6/16/2021			Pending	8/8/2025 - Due, maintenance fee	3/25/2025	Instructed to pay maintenance fee
9888-100878-06	Japan	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	2021-531461	8/8/2019	2021-534719	12/9/2021	7295952	6/13/2023	Issued	6/13/2026 - Due, maintenance fee	6/13/2023	
9888-100878-07	U.S.	Continuation	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	17/213,155	3/25/2021	2021/0218250	7/15/2021	11,799,137	10/24/2023	Issued	4/24/2027 - Due 1st maintenance fee	10/24/2023	
9888-100878-08	U.S.	Continuation	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	18/491,448	10/20/2023	2024/0047769	2/8/2024			Pending		2/8/2024	Application published on 02/08/2024; awaiting action from PTO
9888-100878-09	China	Divisional	BALANCING CIRCUIT AND METHOD	202411508647 5.0	10/28/2024	119401598	2/7/2025			Pending		10/28/2024	Application published on 02/07/2025; awaiting action from CNIPA
9888-100879-01	U.S.	Direct	ENHANCED BATTERY MANAGEMENT SYSTEM	16/101,045	8/10/2018	2020/0052503	2/13/2020	11,063,444	7/13/2021	Issued	1/13/2029 - Due, 2nd	12/27/2024	1st maintenance fee paid

			FOR BATTERY PACK								maintenance fee		12/27/2024
9888-100879-02	PCT		ENHANCED BATTERY MANAGEMENT SYSTEM FOR BATTERY PACK	PCT/US2019/045696	8/8/2019	WO 2020/033680	2/13/2020	N/A	N/A	Expired PCT			
9888-100879-03	Canada	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	3,107,493	8/8/2019	3,107,493	2/13/2020			Pending		6/3/2023	Instructed to cease work and allow to lapse 6/3/2024; awaiting Notice of Abandonment
9888-100879-04	China	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	201980052886.5	8/8/2019	112585837	3/30/2021	112585837B	11/12/2024	Issued	8/8/2025 - Due, maintenance fee	3/25/2025	Instructed to pay maintenance fee
9888-100879-05	EPC	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	19848236.6	8/8/2019	3834272	6/16/2021			Pending	8/8/2025 - Due, maintenance fee	3/25/2025	Instructed to pay maintenance fee
9888-100879-06	Japan	National Stage	ENHANCED BATTERY MANAGEMENT SYSTEM FOR BATTERY PACK	2021-531462	8/8/2019	2021-534720	12/9/2021	7295953	6/13/2023	Issued	6/13/2026 - Due, 4th maintenance fee	6/13/2023	
9888-100880-01	U.S.	Provisional	MODULAR BATTERY STACK AND SUPPORT SYSTEM	62/729,852	9/11/2018	N/A	N/A	N/A	N/A	Expired Provisional			

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9888-100880-02	PCT		MODULAR BATTERY STACK AND SUPPORT SYSTEM	PCT/US2019/050328	9/10/2019	WO 2020/055809	3/19/2020	N/A	N/A	Expired PCT			
9888-100880-03	Canada	National Stage	MODULAR BATTERY STACK AND SUPPORT SYSTEM	3,110,857	9/10/2019	3,110,857	3/19/2020			Pending		8/12/2024	Examination requested 8/12/2024; awaiting 1st action
9888-100880-04	China	National Stage	MODULAR BATTERY STACK AND SUPPORT SYSTEM	201980059297.X	9/10/2019	112673519	4/16/2021	N/A	N/A	Abandoned		8/10/2023	
9888-100880-05	EPC	National Stage	MODULAR BATTERY STACK AND SUPPORT SYSTEM	19861075.0	9/10/2019	3850687	7/21/2021			Pending	6/6/2025 - Due, action response	2/25/2025	Preparing instructions to foreign agent to file response
9888-100880-06	U.S.	National Stage	MODULAR BATTERY STACK AND SUPPORT SYSTEM	17/273,696	3/4/2021	2021/0336302	10/28/2021	11,996,531	5/28/2024	Issued	11/28/2027 - Due, 1st maintenance fee	5/28/2024	Patent issued 5/28/2024
9888-106220-01	U.S.	Provisional	ELECTRICAL ENERGY STORAGE UNIT AND CONTROL SYSTEM AND APPLICATIONS THEREOF	62/066,185	10/20/2014	N/A	N/A	N/A	N/A	Expired Provisional			
9888-106220-02	U.S.	Direct	ELECTRICAL ENERGY STORAGE UNIT AND CONTROL	14/678,074	4/3/2015	2016/011900	4/21/2016	10,263,436	4/16/2019	Issued	10/16/2026 - Due, 2nd maintenance fee	7/8/2022	1st maintenance fee paid 7/8/2022

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			SYSTEM AND APPLICATIONS THEREOF										
9888-10620-03	China	Direct	ELECTRICAL ENERGY STORAGE UNIT AND CONTROL SYSTEM AND APPLICATIONS THEREOF	201610208153.4	4/1/2016	105939035A	9/14/2016	105939035B	9/21/2018	Abandoned		4/1/2024	Notice of Cessation of Patent Rights issued 11/7/2024
9888-10621-01	PCT		ELECTRICAL ENERGY STORAGE UNIT	PCT/CN2011/071548	3/5/2011	WO 2012/119297	9/13/2012	N/A	N/A	Expired PCT			
9888-10621-02	China	Direct	ELECTRICAL ENERGY STORAGE UNIT	201180065185.9	3/5/2011	103403993A	7/19/2013	103403993B	8/24/2016	Issued	3/5/2025 - Due, maintenance fee	2/12/2024	2024 maintenance fee paid 2/12/2024
9888-10621-03	U.S.	National Stage	ELECTRICAL ENERGY STORAGE UNIT AND CONTROL SYSTEM AND APPLICATIONS THEREOF	13/978,689	8/27/2013	2013/0328530	12/12/2013	9,331,497	5/3/2016	Issued	11/3/2027 - Due, 3rd maintenance fee	10/17/2023	2nd maintenance fee paid 10/17/2023
9888-10621-04	U.S.	CIP	BATTERY ENERGY STORAGE SYSTEM AND CONTROL SYSTEM AND APPLICATIONS THEREOF	14/962,491	12/8/2015	2016/0141894	5/19/2016	9,847,654	12/19/2017	Issued	6/19/2025 - Due, 2nd maintenance fee	3/25/2025	Instructed to pay 2nd maintenance fee
9888-10621-05	China	Direct	BATTERY ENERGY STORAGE SYSTEM AND CONTROL	201611110795.7	12/6/2016	106849212	6/13/2017	N/A	N/A	Abandoned			

			SYSTEM AND APPLICATIONS THEREOF												
9888-1062 21-06	U.S.	Provisional	MODULAR, STACKABLE BATTERY ENERGY STORAGE SYSTEM, AND APPLICATIONS THEREOF	62/554,881	9/6/2017	N/A	N/A	N/A	N/A	1/14/2020	Issued	7/14/2027 - Due, 2nd maintenance fee	6/15/2023	1st maintenance fee paid 6/15/2023	
9888-1062 21-07	U.S.	CIP	BATTERY ENERGY STORAGE SYSTEM AND CONTROL SYSTEM AND APPLICATIONS THEREOF	15/845,598	12/18/2017	2018/01233 57	5/3/2018	10,536,007		10/22/2021	Abandoned		5/5/2024	Notice of Cessation of Patent Rights issued 12/11/2024	
9888-1062 21-08	China	Direct	BATTERY ENERGY STORAGE SYSTEM AND CONTROL SYSTEM AND APPLICATIONS THEREOF	201810422475.8	5/5/2018	108649595 A	10/12/2018	10864959 5B		10/27/2015	Issued	4/27/2027 - Due, 2nd maintenance fee	2/17/2023	2023 maintenance fee paid 2/17/2023	
9888-1062 22-01	U.S.	Direct	NON-TRACTION BATTERY CONTROLLER AND APPLICATIONS THEREOF	14/105,952	12/13/2013	2015/01659 13	6/18/2015	9,168,836		11/20/2016	Abandoned		3/24/2024	Notice of Cessation of Patent Rights issued 10/30/2024	
9888-1062 22-02	China	Direct	NON-TRACTION BATTERY CONTROLLER AND APPLICATIONS THEREOF	201410111983.6	3/24/2014	104009530 A	8/27/2014	10400953 0B							

9888-1062 23-01	U.S.	Direct	BATTERY PACK WITH INTEGRATED BATTERY MANAGEMENT SYSTEM	14/851,482	9/11/2015	2017/0077559	3/16/2017	9,923,247	3/20/2018	Issued	9/20/2025 - Due, 2nd maintenance fee	9/9/2021	1st maintenance fee paid 9/9/2021
9888-1062 23-02	China	Direct	BATTERY PACK WITH INTEGRATED BATTERY MANAGEMENT SYSTEM	201610816277.0	9/10/2016	107123834	9/1/2017	N/A	N/A	Abandoned		6/25/2021	
9888-1062 24-01	U.S.	Direct	BATTERY MANAGEMENT SYSTEM (BMS) HAVING ISOLATED, DISTRIBUTED, DAISY-CHAINED BATTERY MODULE CONTROLLERS.	14/851,460	9/11/2015	2017/0077558	3/16/2017	10,122,186	11/6/2018	Issued	5/6/2026 - Due, 2nd maintenance fee	3/1/2022	1st maintenance fee paid 3/1/2022
9888-1062 24-02	China	Direct	BATTERY MANAGEMENT SYSTEM (BMS) HAVING ISOLATED, DISTRIBUTED, DAISY-CHAINED BATTERY MODULE CONTROLLERS.	201610816276.6	9/10/2016	106899052	6/27/2017	N/A	N/A	Abandoned		5/28/2021	
9888-1062 25-01	U.S.	Direct	WARRANTY TRACKER FOR	14/819,779	8/6/2015	2017/0038433	2/9/2017	10,254,350	4/9/2019	Issued	10/9/2026 - Due, 2nd	7/8/2022	1st maintenance fee

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			A BATTERY PACK												
9888-1062 25-02	China	Direct	WARRANTY TRACKER FOR A BATTERY PACK	201610569996.7	7/19/2016	106199447A	12/7/2016	10651994 47B	3/16/21	Issued	7/19/2025 - Due, maintenance fee	3/25/25	Instructed to pay maintenance fee	paid 7/8/2022	
9888-1062 26-01	U.S.	Direct	BATTERY ENERGY STORAGE SYSTEM	14/932,688	11/4/2015	2017/01260 32	5/4/2017	9,882,401	1/30/18	Issued	7/30/2025 - Due, 2nd maintenance fee	3/25/25	Instructed to pay 1st maintenance fee		
9888-1062 26-02	China	Direct	BATTERY ENERGY STORAGE SYSTEM	201610969153.6	11/4/2016	106961114A	7/18/2017	10696111 4B	7/19/19	Issued	11/4/2025 - Due, maintenance fee	9/30/24	2024 maintenance fee paid	9/30/2024	
9888-1062 26-03	U.S.	Continuation	BATTERY ENERGY STORAGE SYSTEM	15/882,713	1/29/2018	2018/02339 31	8/16/2018	10,270,26 6	4/23/19	Issued	10/23/2026 - Due, 2nd maintenance fee	7/8/202 2	1st maintenance fee paid	7/8/2022	
9888-1062 27-01	U.S.	Direct	SYSTEMS AND METHODS FOR DETECTING A BATTERY PACK HAVING AN OPERATING ISSUE OR DEFECT	14/819,774	8/6/2015	2017/00406 46	2/9/2017	10,153,52 1	12/11/2018	Issued	6/11/2026 - Due, 2nd maintenance fee	3/1/202 2	1st maintenance fee paid	3/1/2022	
9888-1062 27-02	China	Direct	SYSTEMS AND METHODS FOR DETECTING A BATTERY PACK HAVING AN OPERATING	201610569997.1	7/19/2016	106154178A	11/23/2016	10615417 8B	5/12/20	Issued	7/19/2025 - Due, maintenance fee	3/25/20 25	Instructed to pay maintenance fee		

			ISSUE OR DEFECT										
9888-106228-01	U.S.	Direct	BATTERY-ASSISTED ELECTRIC VEHICLE CHARGING SYSTEM AND METHOD	14/884,463	10/15/2015	2017/0106764	4/20/2017	10,040,363	8/7/2018	Issued	2/9/2026 - Due, 2nd maintenance fee	12/27/2021	1st maintenance fee paid 12/27/2021
9888-106228-02	China	Direct	BATTERY-ASSISTED ELECTRIC VEHICLE CHARGING SYSTEM AND METHOD	201610893636.2	10/13/2016	106816917	6/9/2017	N/A	N/A	Abandoned			File Not Opened Handled directly by Powin / Virgil until abandonment
9888-106229-01	U.S.	Provisional	WORLD-WIDE WEB OF NETWORKED, SMART, SCALABLE, PLUG & PLAY BATTERY PACKS HAVING A BATTERY PACK OPERATING SYSTEM, AND APPLICATIONS THEREOF	62/340,647	5/24/2016	N/A	N/A	N/A	N/A	Expired Provisional			File Not Opened Handled by Sterne Kessler until expiration
9888-106229-02	U.S.	Direct	WORLD-WIDE WEB OF NETWORKED, SMART, SCALABLE, PLUG & PLAY BATTERY PACKS	15/604,329	5/24/2017	N/A	N/A	N/A	N/A	Abandoned			File Not Opened Handled by Sterne Kessler until abandonment

			HAVING A BATTERY PACK OPERATING SYSTEM, AND APPLICATIONS THEREOF										
9888-106230-01	U.S.	Direct	BATTERY PACK MONITORING AND WARRANTY TRACKING SYSTEM	15/389,188	12/22/2016	2018/081967	6/28/2018	10,699,278	6/30/2020	Issued	12/30/2027 - Due, 2nd maintenance fee	12/12/2023	1st maintenance fee paid 12/12/2023
9888-106231-01	U.S.	Provisional	MONITORING BATTERY PACKS WITHIN A BATTERY ENERGY STORAGE SYSTEM	62/645,623	3/20/2018	N/A	N/A	N/A	N/A	Expired Provisional			
9888-106231-02	PCT		MONITORING BATTERY PACKS WITHIN A BATTERY ENERGY STORAGE SYSTEM	PCT/US19/22992	3/19/2019	WO 2019/183111	9/26/2019	N/A	N/A	Expired PCT			
9888-106231-03	U.S.	National Stage	MONITORING BATTERY PACKS WITHIN A BATTERY ENERGY STORAGE SYSTEM	16/982,449	9/18/2020	2021/008332	3/18/2021			Allowed		2/25/2025	Issue Fee paid 2/25/2025; awaiting issued patent certificate
9888-106231-04	U.S.	Continuation	SYSTEMS FOR MONITORING BATTERY	19/075,032	3/10/2025					Pending		3/10/2025	Awaiting action from PTO

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9888-106233-05	U.S.	Divisional	MICROGRID POWER SYSTEM	18/525,742	11/30/2023	2024/0258826	8/1/2024	12,212,181	1/28/2025	Issued	7/28/2028 - Due, 1st maintenance fee	1/28/2025	
9888-106766-01	U.S.	Provisional	MODULAR BATTERY STACK AND SUPPORT SYSTEM	63/295,721	12/31/2021	N/A	N/A	N/A	N/A	Expired Provisional		12/31/2022	Filed PCT 12/30/2022
9888-106766-02	PCT		ENERGY STORAGE SYSTEMS AND ASSOCIATED METHODS	PCT/US22/54375	12/30/2022	WO2023129735	7/6/2023	N/A	N/A	Pending		7/6/2023	National Phase applications filed in CN and US 6/28/2024
9888-106766-03	China	Utility Model	ENERGY STORAGE SYSTEMS AND ASSOCIATED METHODS	202280087040 7	6/28/2024	118476104 A	8/9/2024			Pending		2/21/2025	Notification of Entry into Substantive Exam issued 2/21/2025; awaiting 1st OA
9888-106766-04	U.S.	National Stage	ENERGY STORAGE SYSTEMS AND ASSOCIATED METHODS	18/725,710	6/28/2024					Pending		2/26/2025	Awaiting action from PTO; Acceptance of National Stage Application received 2/26/2025; awaiting 1st OA
9888-108364-01	U.S.	Provisional	HVAC SERVICING CARRIER	63/419,262	10/25/2022	N/A	N/A	N/A	N/A	Expired Provisional		10/25/2023	No non-provisional applicatio

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9888-108365-01	U.S.	Provisional	UNIFORM TEMPERATURE TUNED SINGLE HEATSINK FOR AIR-COOLED BATTERY APPLICATIONS	63/405,266	9/9/2022	N/A	N/A	N/A	N/A	Expired Provisional	9/9/2023	No non-provisional application is to be filed
9888-108366-01	U.S.	Provisional	BATTERY CELLS WITH VENTING INDICATORS	63/430,211	12/5/2022	N/A	N/A	N/A	N/A	Expired Provisional	12/5/2023	No non-provisional application is to be filed
9888-108649-01	U.S.	Provisional	AUXILLIARY LOAD OPTIMIZATION			N/A	N/A	N/A	N/A	Unfiled - In Progress		
9888-108651-01	U.S.	Provisional	CONTROL SYSTEM FOR AIR-COOLED ENCLOSURE-BASED BATTERY ENERGY STORAGE SYSTEMS	63/431,629	12/9/2022	N/A	N/A	N/A	N/A	Expired Provisional	12/9/2023	Filed non-provisional 12/14/2022
9888-108651-02	U.S.	Utility	ACTIVE FAN BALANCING	18/081,524	12/14/2022	2024/0194968	6/13/2024			Pending	6/13/2024	Awaiting action from the PTO
9888-108652-01	U.S.	Provisional	BATTERY OPTIMIZATION PLATFORM			N/A	N/A	N/A	N/A	Unfiled - Not Proceeding		

9888-108653-01	U.S.	Provisional	BATTERY STATE OF CHARGE ESTIMATION	63/451,512	3/10/2023	N/A	N/A	N/A	N/A	Expired Provisional	3/10/2024	Non-provisional application filed 4/21/2023
9888-108653-02	U.S.	Utility	BATTERY STATE OF CHARGE ESTIMATION	18/137,362	4/20/2023	2024/0302439	9/12/2024			Pending	9/12/2024	Awaiting action from the PTO
9888-108736-01	U.S.	Provisional	STACKABLE LADDER TRAY	63/417,981	10/20/2022	N/A	N/A	N/A	N/A	Expired Provisional	10/20/2023	Instructed not to file a non-provisional application
9888-110581-02	PCT											
9888-110662-01	China	Utility Model	DETATCHABLE ENERGY STORAGE DEVICE	2.01521E+11	9/2/2015			205039186	2/17/2016	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110663-01	China	Utility Model	OUTDOOR CHARGING PILE	2.01521E+11	9/2/2015			204967341	1/13/2016	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110664-01	China	Utility Model	NOVEL BATTERY MODULE	2.01521E+11	10/19/2015			205039192	2/17/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-110665-01	China	Utility Model	LONG DISTANCE TRANSMISSION I2C BUS COMMUNICATION INTERFACE CIRCUIT	2.01521E+11	10/19/2015			205427840	8/3/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee

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9888-1106 66-01	China	Utility Model	BATTERY PACK INTEGRATED SYSTEM	2.01521E+11	10/19/2015	205039193	2/17/2016	Abandoned		9/23/2024	Instructed not to pay maintenance fee
9888-1106 67-01	China	Utility Model	AIR-COOLED BATTERY MODULE STRUCTURE	2.01521E+11	10/19/2015	205039221	2/17/2016	Abandoned		9/23/2024	Instructed not to pay maintenance fee
9888-1106 68-01	China	Utility Model	COMBINED BATTERY CONNECTION STRUCTURE	2.01521E+11	11/6/2015	205159415	4/13/2016	Abandoned		9/23/2024	Instructed not to pay maintenance fee
9888-1106 69-01	China	Utility Model	BATTERY CONNECTION STRUCTURE	2.01521E+11	11/6/2015	205092284	3/16/2016	Abandoned		9/23/2024	Instructed not to pay maintenance fee
9888-1106 70-01	China	Utility Model	FIRE FIGHTING SYSTEM FOR ELECTRICITY STORAGE CONTAINER	2015211324080	12/30/2015	205434759	8/10/2016	Abandoned		9/23/2024	Instructed not to pay maintenance fee
9888-1106 71-01	China	Utility Model	MONITORING DEVICE FOR ELECTRICITY STORAGE CONTAINER	2015211329008	12/30/2015	205428090	8/3/2016	Abandoned		9/23/2024	Instructed not to pay maintenance fee
9888-1106 72-01	China	Utility Model	COOLING SYSTEM FOR ELECTRICITY STORAGE CONTAINER	201521135094	12/30/2015	205454348	8/10/2016	Abandoned		9/23/2024	Instructed not to pay maintenance fee
9888-1106 73-01	China	Utility Model	NOVEL INTEGRATED HIGH-VOLTAGE ENERGY STORAGE CABINET SYSTEM	202021284703 9	7/3/2020	212435439	1/29/2021	Abandoned		4/1/2024	Instructed not to pay maintenance fee

9888-1106 74-01	China	Utility Model	QUICK GRADING SYSTEM FOR ECHELON BATTERY	202021293691 6	7/3/2020		21281038 1	3/26/20 21	Abandoned		4/1/2024	Instructed not to pay maintenance fee
9888-1106 75-01	China	Utility Model	LITHIUM BATTERY PACK PROTECTION DEVICE	202021417006 6	7/17/20 20		21234272 1	1/12/20 21	Abandoned		4/1/2024	Instructed not to pay maintenance fee
9888-1106 76-01	China	Utility Model	AIR COOLING STRUCTURE OF LITHIUM BATTERY PACK	202021417007 0	7/17/20 20		21234269 4	1/12/20 21	Abandoned		4/1/2024	Instructed not to pay maintenance fee
9888-1106 77-01	China	Utility Model	LITHIUM BATTERY PACK ISOLATION STRUCTURE	202021418215 2	7/17/20 20		21234271 6	1/12/20 21	Abandoned		4/1/2024	Instructed not to pay maintenance fee
9888-1106 78-01	China	Utility Model	ANTI-FALLING LITHIUM BATTERY PACK SHELL	202021418240	7/17/20 20		21234274 0	1/12/20 21	Abandoned		4/1/2024	Instructed not to pay maintenance fee
9888-1106 79-01	China	Utility Model	HEAT PRESERVATION DEVICE FOR LITHIUM BATTERY PACK	202021430061 9	7/20/20 20		21234269 5	1/12/20 21	Abandoned		4/1/2024	Instructed not to pay maintenance fee
9888-1106 80-01	China	Utility Model	BOX BODY SEALING STRUCTURE OF LITHIUM BATTERY PACK	202021430062 3	7/20/20 20		21234275 6	1/12/20 21	Abandoned		4/1/2024	Instructed not to pay maintenance fee
9888-1106 81-01	China	Utility Model	EXTERNAL DUSTPROOF STRUCTURE OF LITHIUM	202021430103 9	7/20/20 20		21234272 2	1/12/20 21	Abandoned		4/1/2024	Instructed not to pay maintenance fee

			BATTERY PACK								
9888-110682-01	China	Utility Model	LITHIUM BATTERY PACK CONNECTING SHEET STRUCTURE	2020214301433	7/20/2020		21234276 8	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110683-01	China	Utility Model	SOFT PACKET OF LITHIUM CELL GROUP PACKAGE ASSEMBLY	2020214320186	7/20/2020		21234271 8	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110684-01	China	Utility Model	POWER LITHIUM BATTERY PACK CONNECTING STRUCTURE	202021418228	7/17/2020		21234271 7	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110685-01	China	Utility Model	VENTILATION DEVICE FOR LITHIUM BATTERY PACK	202021430140	7/20/2020		21234266 2	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110832-01	China	Utility Model	ACTIVE-BALANCING BATTERY MANAGEMENT SYSTEM FOR SMART PHOTOVOLTAIC LOW-SPEED ELECTRIC VEHICLES	2018209306393	6/11/2018		20835302 1	1/8/2019	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110833-01	China	Utility Model	ELECTRIC ENERGY STORAGE LITHIUM BATTERY PACK WITH	201921603667 5	9/25/2019		21020091 6	3/27/2020	Abandoned	4/1/2024	Instructed not to pay maintenance fee

			EFFICIENT HEAT DISSIPATION									
9888-111359-01	China	Utility Model	LONG-DISTANCE TRANSMISSION 12C BUS COMMUNICATION INTERFACE CIRCUIT	2015107126058	10/19/2015	105243045A	1/13/2016			Abandoned	12/10/2024	Instructed not to file a response
9888-111463-01	China	Utility Model	SAFETY EXPLOSION-PROOF STRUCTURE OF STORAGE BATTERY	202223477461 7	12/26/2022			218975640U	5/5/2023	Abandoned	12/10/2024	Instructed not to pay maintenance fee
9888-111464-01	China	Utility Model	THERMAL RUNAWAY PROTECTION STRUCTURE FOR STORAGE BATTERY	202223485871 6	12/27/2022			218939821U	4/28/2023	Abandoned	12/10/2024	Instructed not to pay maintenance fee
9888-111465-01	China	Utility Model	UNIFORM HEAT DISSIPATION STRUCTURE FOR ENERGY STORAGE PRODUCT MODULE	202223511639 5	12/28/2022			218957854U	5/2/2023	Abandoned	12/10/2024	Instructed not to pay maintenance fee
9888-111466-01	China	Utility Model	AN OUTDOOR MULTI-FUNCTIONAL POWER SUPPLY	202223444376 0	12/22/2022	N/A	N/A	N/A	N/A	Abandoned	8/1/2023	Assignment to Powin, LLC was not recorded as application lapsed after

9888-1114 67-01	China	Utility Model	AN OUTDOOR POWER STATION WITH GOOD HEAT DISSIPATION PERFORMANCE	202223458695 7	12/23/2022	Abandoned	5/23/2024	Instructed not to file a response	rejection in Aug. 2023
9888-1133 31-01	China	Utility Model	COOLING PLATES FOR BATTERIES	202520248674 7	2/14/2025	Pending	2/14/2025	Awaiting 1st action from CNIPA	
9888-1133 31-02	U.S.	Provisional	COOLING PLATES FOR BATTERIES			Not Yet Filed		Awaiting confirmation of named Applicants	
9888-1135 14-01	U.S.	Provisional	SYSTEMS AND METHODS FOR PASSIVE BALANCING OF BATTERY PACKS			Not yet filed	3/31/2025	Draft application sent for review	

(ii) TRADEMARKS

KS Ref. No.	Country	Mark Name	Class	Goods/Services	Application No.	Filing Date	Reg. No.	Reg. Date	Sec. 8&15 Dec. (US only)	Renewal	Status	Comments
10493-109105-01	USA	EnergyReserve	9	Electric control devices for energy storage; electric power converters; electrical storage batteries	97/612,451	9/29/2022					Abandoned	owned by GPTECH, Inc.
10493-109964-01	USA	EnergyReserve	9	Electric control devices for energy storage; electric power converters; electrical storage batteries	86/410,268	10/1/2014	4,819,603	9/22/2015		9/22/2025	Registered (owned by GPTECH USA, Inc.)	Section 7 Request to Amend owner to reflect GPTECH, Inc. granted by USPTO
9888-100566-01	USA	STACK	9	Modular Energy Storage System For Providing Electrical Power	87/873,439	4/11/2018					Abandoned	

9888-100567-01	USA	9, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 42: Engineering services; electrical systems design services; design and integration of battery systems	87/873,442	4/11/2018	5,712,492	3/2/2019	4/2/2025 (filed)	4/2/2029	Registered

9888-100567-02	Canada	9, 37, 42	Class 9: Electric storage batteries; general purpose batteries; grids for batteries; charging stations for electric vehicles Class 37: Installation of battery systems Class 42: Design, planning and engineering of electrical storage batteries; electrical engineering; mechanical engineering; electrical systems design services; design and development	1,897,913	5/7/2018	TMA1,106,334	8/9/2021	8/9/2031	Registered

										of battery systems
9888-100567-03	China	9, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-	A007 5614	5/4/2018	1414675	5/4/2018		5/4/2028	Registered via International Registration on No. 1414675. Request to Cancel Registration filed by third party. No further action to be taken in matter. Registration should eventually be

										cancelled.

9888-105002-01	USA	STACKOS	Engineering services; electrical systems design services; design and integration of battery systems	Unfiled - In Progress	Draft recitation of goods sent to client for approval	
9888-105003-01	USA	STACKOS+		Unfiled - In Progress	Draft recitation of goods sent to client for approval	
9888-105004-01	USA	MAKING STORAGE SIMPLE		Unfiled - In Progress	Awaiting instructions to file.	

9888-111969-01	USA	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	98/635,099	7/5/2024			Pending	Suspended pending outcome of US App. No. 98329935 for POWIN filed by Powin Information Technology Inc.; KMH to call Examiner re same
9888-111970-01	USA	AEGIS							Unfiled - Not Proceeding	
9888-111971-01	USA	ATLAS							Unfiled - Not Proceeding	
9888-112030-01	USA	NEXUS							Unfiled - Not Proceeding	
9888-112031-01	USA	CONNECT							Unfiled - Not Proceeding	

9888-105656-01	USA	CENTIPEDE	9	Modular battery storage systems consisting primarily of utility-scale batteries in enclosures for providing electrical power for electricity grid applications	88/164,245	10/22/2018	6,639,559	2/82022	2/8/2028	2/8/2032	Registered
9888-105689-01	USA	POWIN ENERGY	11, 42	Class 11: Lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	86/521,596	2/2/2015	4,865,706	12/8/2015	12/8/2021 (filed)	12/8/2025	Registered

9888-105805-01	USA	POWIN ENERGY	9	Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	86/29 9,545	1/5/2016	4,882,384	1/5/2016	1/5/2022 (filed)	1/5/2026	Registered
9888-105848-01	USA	BUILDING THE WORLD'S BEST BATTERIES	9, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-	90/53 1,355	2/16/2021					Abandoned

				charging stations Class 42: Engineering services; electrical systems design services; design and integration of battery systems					
9888-106715-01	USA	POWIN STACK	9	Modular energy storage system for managing electrical power comprised of battery cells and an electronic regulator that monitors and controls the charging and discharging of rechargeable batteries	90/804,882	6/30/2021		Abandoned	Application was allowed; instructed to take no further action
9888-108632-01	USA	LEADING THE CHARGE						Unfiled - Not Proceeding	

9888-108633-01	USA	ENERGY STORAGE MADE SIMPLE	9, 42	Class 42: Engineering services; electrical systems design services; design and integration of battery systems	97/482,368	6/29/2022	7,559,905	11/5/2024	11/5/2030	11/5/2034	Registered
9888-108634-01	USA	BUILDING THE FUTURE OF ENERGY									Unfiled - Not Proceeding
9888-108890-01	USA	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11:	97/559,144	8/22/2022	7,222,099	11/21/2023	11/21/2029	11/21/2033	Registered

										lighting fixtures
										Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-66	International Registration	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-02	Afghanistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-03	OAPI (via Madrid) **OAPI includes Benin, Burkina Faso, Cameroon, the Central African Republic, Chad, the Comoros, the Congo, Côte d'Ivoire, Equatorial Guinea,	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240

Gabon, Guinea, Guinea-Bissau, Mali, Mauritania, the Niger, Senegal, and Togo											
				Class 11: lighting fixtures							
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-04	Albania (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-05	Algeria (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

										Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-06	Antigua and Barbuda (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	Registered via International Registration No. 1687240.	

										Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-07	Armenia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	Registered via International Registration No. 1687240.	

								Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-08	Australia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	Pending: Provisional Refusal issued; response due 11/18/25	

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-09	Austria (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-11	Bahrain (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-12	Belarus (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-13	Belgium (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240. Included in Benelux.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-14	Bhutan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

					Class 11: lighting fixtures						
					Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-15	Bosnia and Herzegovina (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-16	Botswana (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-17	Brazil (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22		8/31/19 32	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems								
9888-108890-18	Brunei Darussalam (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/20 22	1687240	8/31/20 22		8/31/19 32	Registered via International Registration No. 1687240	

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-19	Bulgaria (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems								
9888-108890-20	Cape Verde (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/1932	Registered via International Registration No. 1687240	

										Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-21	Cambodia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems				
9888-108890-22	Canada (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	Pending; Office Action issued; Response due 7/15/2025	

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-23	Chile (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-24	China (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2020	Abandoned

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-25	Colombia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-26	Croatia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-27	Cuba (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-28	Cyprus (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-29	Czech Republic (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-30	North Korea (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-31	Denmark (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.	

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-32	Egypt (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-34	Eswatini/Swaziland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-35	European Union (via Madrid) **European Union includes Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece,	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

	Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden			Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems				
9888-108890-36	Finland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-	A012 6879	8/31/2022		Abandoned

										charging stations
										Class 11: lighting fixtures
										Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-37	France (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

											stations
											Class 11: lighting fixtures
											Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-38	Gambia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-39	Georgia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems								
9888-108890-40	Germany (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.	

										Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-41	Ghana (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-42	Greece (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-43	Hungary (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

										Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-44	Iceland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems				
9888-108890-45	India (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	Pending	

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-46	Indonesia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-47	Iran (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-48	Ireland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-49	Israel (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-50	Italy (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-51	Jamaica (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-52	Japan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

										Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-53	Kazakhstan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-55	Kyrgizstan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-56	Laos (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-57	Latvia (via Madrid)	POWIN		9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-58	Lesotho (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-59	Liberia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-60	Liechtenstein (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-61	Lithuania (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-62	Luxembourg (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240. Included in Benelux.	

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-63	Madagascar (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-64	Malawi (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-65	Malaysia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-67	Mexico (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-68	Monaco (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-69	Mongolia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-70	Montenegro (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

				Class 11: lighting fixtures							
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-71	Morocco (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

										Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-72	Mozambique (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-73	Namibia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-75	New Zealand (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-76	Macedonia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

											Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-77	Norway (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

										Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-78	Oman (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-79	Pakistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-80	Philippines (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures							
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-81	Poland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				Class 11: lighting fixtures				
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems				
9888-108890-82	Portugal (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A012 6879	8/31/2022		Abandoned

Class 11: lighting fixtures

Class 42: Engineering services; electrical systems design services; design and integration of battery systems

9888-108890-83	Korea (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Electrical Engineering services; engineering services relating to the design of electronic systems; engineering services for	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

others; engineering services in the field of electrical power; engineering services relating to computer programmin; engeneering services related to the disign of energy storage systems; electrical systems design services; design and integration of battery systems

9888-108890-84	Moldova (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

9888-108890-85	Romania (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

9888-108890-86	Russia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

9888-108890-87	Rwanda (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

9888-108890-88	Samoa (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

9888-108890-89	San Marino (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

9888-108890-90	Sao Tome & Principe (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

9888-108890-91	Serbia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108890-92	Sierra Leone (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

9888-108890-93	Singapore (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

9888-108890-94	Slovakia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

9888-108890-95	Slovenia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

9888-108890-96	Spain (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	Abandoned

9888-108890-97	Sudan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108890-98	Sweden (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240. (Classes 9 & 42 refused)

9888-108890-99	Switzerland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

9888-108914-01	Syria (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.

9888-108914-02	Tajikistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

9888-108914-03	Thailand (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	Pending

9888-108914-04	Trinidad and Tobage (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

9888-108914-05	Tunisia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

9888-108914-06	Turkey (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

9888-108914-07	Turkmenistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

9888-108914-08	Ukraine (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

9888-108914-09	United Arab Emirates (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-10	United Kingdom (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

9888-108914-12	Uzbekistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

9888-108914-13	Vietnam (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

9888-108914-14	Zambia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

9888-108914-15	Zimbabwe (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

9888-108914-16	South Korea (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations; Class 11: lighting fixtures; Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

9888-108914-17	Benelux (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations; Class 11: lighting fixtures; Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240. Includes Belgium, the Netherlands and Luxembourg

9888-111969-66	International Registration	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	A0154584	12/30/2024	1837077	12/30/2024		12/30/2034	Registered
9888-111969-02	Australia (via Madrid)	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	A0154584	12/30/2024					Pending: Provisional Refusal issued; response due 5/25/26
9888-111969-03	European Union (via Madrid) **European Union includes Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland,	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	A0154584	12/30/2024					Pending Published for opposition (ends 6/10/2025)

France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands,								
9888-111969-04	United Kingdom (via Madrid)	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	A015 4584	12/30/2024		Pending; approved for publication

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(iii) DOMAIN NAMES

Domain Name	Owner	Registar	Renewal Date
p0vv1n.com	Powin LLC	GoDaddy	4/16/2026
p0vvin.com	Powin LLC	GoDaddy	4/16/2026
p0vvln.com	Powin LLC	GoDaddy	4/16/2026
p0w1n.com	Powin LLC	GoDaddy	4/16/2026
p0win.com	Powin LLC	GoDaddy	4/16/2026
p0wln.com	Powin LLC	GoDaddy	4/16/2026
povv1n.com	Powin LLC	GoDaddy	4/16/2026
povvin.com	Powin LLC	GoDaddy	4/16/2026
povvln.com	Powin LLC	GoDaddy	4/16/2026
pow1n.com	Powin LLC	GoDaddy	4/16/2026
powin.au	Powin LLC	GoDaddy	3/29/2028
powin.biz	Powin LLC	GoDaddy	1/9/2026
Powin.com	Powin LLC	GoDaddy	11/30/2025
powinchina.com	Powin LLC	GoDaddy	11/8/2027
powinenergy.com	Powin LLC	GoDaddy	4/11/2026
powinrr.com	Powin LLC	GoDaddy	4/16/2026
powintest.com	Powin LLC	GoDaddy	3/18/2026

(iv) All other Intellectual Property owned by the Sellers, including:

a. Source code and related documentation for:
   i. Stack OS = EMS = Dragon = Site Controller
   ii. BMS = Local Controller = Phoenix
   iii. String Controller = Rack BMS
   iv. Pack Controller = Module BMS
   v. Thermal management = Feather
   vi. Kobold
   vii. CCUI
   viii. Product Configurator (v1 and v2)

ix. Cell Group Controller - CGC Firmware
x. Battery Pack Controller - BPC hardware and firmware
xi. Long PLC - for HVAC control
xii. Powin Cloud Infrastructure
xiii. Powin Optimization Platform - POP
xiv. System Ops Dashboard (built on Databricks)
xv. Issue Navigator
xvi. Battery Diagnostics
xvii. Gatekeeper
xviii. SC Debug Utility
xix. BPC Debug Utility

b. Software-related assets (including Intellectual Property), including:
   i. Git actions
   ii. Ansible, Terraform and CDK playbooks
   iii. CI/CD configurations
   iv. Test pipeline automation
   v. All domain names owned by Powin, including all content thereon and all necessary access and transfer credentials therefor
   vi. Assumption of the following IT systems, including related credentials:
      1. Amazon Web Services org
      2. Slack
      3. Sharepoint
      4. Atlassian (Confluence, Jira, Bitbucket)
      5. Arena PLM
      6. DataBricks
      7. Zuper
      8. Kobold
      9. HighQ
      10. ZenDesk
      11. PowerBi
      12. SalesForce

c. Hardware-related assets (including Intellectual Property), including:
   i. Products (including any subcomponents)
      1. Powin Container
      2. Powin Centipede
      3. Powin Pod
   ii. Related Documentation

1. Mechanical drawings
2. 3D CAD models
3. Bills of material (BOMs)
4. Manufacturing SOPs
5. Revision history
6. Contract manufacturing partner agreements
7. Container designs

iii. Firmware related to the foregoing

d. All documentation and Records related to Powin's operations, including:
   i. ROC / Performance
      1. All Root Cause Analyses (RCAs) / quality reports and supporting documentation
      2. Full remote site connection catalogue (BeyondTrust + customer specific connections)
      3. All historical performance documentation (analytics reports, availability, SOH)
   ii. All project documentation (drawings, POs, network designs, control narratives)
   iii. All network documentation
   iv. All supplier details and information
   v. All SOPs
   vi. ASP Portfolio bids
   vii. Services playbook with all relative links
   viii. Services Confluence page with all relative links
   ix. Balancing procedure
   x. Commissioning Procedure
   xi. PM Checklists per site
   xii. Technical Training curriculum and documentation
   xiii. Technical Training offerings
   xiv. Customer / cleint spreadsheet, including all related information (e.g., PCS, length of time in service, etc.)
   xv. Pricing and cost worksheet
   xvi. All data contained in Powin's Slack channels
e. Others:
   i. Cell Group Controller - CGC Firmware
   ii. Battery Pack Controller - BPC hardware and firmware
   iii. Long PLC - for HVAC control
   iv. Powin Cloud Infrastructure
   v. Redis
   vi. Apache Airflow
   vii. Powin Optimization Platform – POP

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viii. System Ops Dashboard (built on Databricks)
ix. Issue Navigator
x. Battery Diagnostics
xi. Rodbus and JlibModbus
xii. Gatekeeper
xiii. Proxmox
xiv. Syslogd
xv. Google Protobuf
xvi. SC Debug Utility
xvii. BPC Debug Utility

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Schedule 2.1(d)

Included Warehouses & 3PLs	Classification
Hub @ 202 Ownco (Mesa), Incl Fixed Assets	Powin Warehouse
Lu Pacific Properties, LLC (Tualatin), Incl Fixed Assets	Powin Warehouse
RH	3PL
8 Loop	3PL
Trivergix	3PL
OneSource	3PL
Welldex	3PL
SourceOne	3PL
ATS	3PL
American Lamprecht	3PL
Prolift	3PL
Expeditors	3PL

Mesa Fixed Assets	
Matrix Networks - Wireless Survey	Mesa, AZ
Matrix Networks - Quote 7770 Arizona Warehouse	Mesa, AZ
Signtastic - Non-illuminated signage P = 5' tall, Powin = 16" tall	Mesa, AZ
Integrity Electrical Services Company - Electrical work for Mesa Warehouse. Adding outlets in office and warehouse	Mesa, AZ
Copytronix - MFC CDW Printer - L9570	Mesa, AZ
Copytronix - MFC CDW Printer - L9570	Mesa, AZ
Copytronix - MFC CDW Printer - L9570	Mesa, AZ
Southwest Mobile Storage (SMS) - 40' Custom Container	Mesa, AZ
Arnold Machinery Company - Ride on Scrubber	Mesa, AZ
Installation of Mesa Brivo Access Control System	Mesa, AZ
BPA Services, intall door access control to mesa warehouse	Mesa, AZ
Signtastic - Non-illuminated signage P = 5' tall, Powin = 16" tall (Second Payment PPE-317)	Mesa, AZ
Arnold Machinery Company - Pallet Racking 25' Selective Rack	Mesa, AZ
Southwest Mobile Storage Inc. - 40' Mobile Storage Container	Mesa, AZ
Solar Art - Warehouse Window Tinting	Mesa, AZ
Integrity Electrical Services Company - Warehouse Electrical Panel, Transformer Circuits (Mesa)	Mesa, AZ
Southwest Mobile Storage Inc. - 40' Mobile Storage Container	Mesa, AZ
Southwest Mobile Storage Inc. - 40' Mobile Storage Container	Mesa, AZ
Southwest Mobile Storage Inc. - 40' Mobile Storage Container	Mesa, AZ

Tualatin Fixed Assets	
Teststation_1 Stack - 360	Tualatin, OR
Teststation_2 Stack - 750	Tualatin, OR
Teststation_3 Stack - 750	Tualatin, OR
Teststation_4 Stack - 750	Tualatin, OR
Teststation_5 Stack - 750	Tualatin, OR
Teststation_6 Stack - 800	Tualatin, OR
Teststation_7 Stack - 230E	Tualatin, OR
Teststation_8 Stack - 230p	Tualatin, OR
Collection Segment	Tualatin, OR
(2) PV Emulator Master/Slave - 480v	Tualatin, OR
SMA Bidirectional Inverter - SMA	Tualatin, OR
(2) SMA DC-DC Converter - SMA	Tualatin, OR
EKS - PCS	Tualatin, OR
Dynapower - Dyna Power Inverter - CPS1500	Tualatin, OR
Transformer - 600v, 750kva	Tualatin, OR
Transformer - 1000kva	Tualatin, OR
Arbin - 7, 12 channel, 60V 300A Module cycler - RBT-3208, Serial #216791	Tualatin, OR
Arbin - Auto calibration unit - PCA-425554, Serial #216719-X2	Tualatin, OR
Arbin - 11, 16 channel, 5V 250A Cell cycler - LBT21024HC, Serial #233063	Tualatin, OR
(2) CSZ - ZPS-32-6-SCT/AC-E2 environmental chamber - ZPS-32-6-SCT/AC-E2	Tualatin, OR
Larson Electronics - 690V 500KVA 3PH /Transformer	Tualatin, OR
Moxa - Managed Ethernet Switch -EDS-G4012-4GC-T, Serial #TBCCD1024439	Tualatin, OR
Moxa - Managed Ethernet Switch -EDS-G4012-4GC-T, Serial #TBCBD1049991	Tualatin, OR
Moxa - Managed Ethernet Switch -EDS-G4012-4GC-T, Serial #TBCBD1049879	Tualatin, OR
Moxa - 8 Port Ethernet Switch - EDS-308, Serial #TAIGB1178466	Tualatin, OR

Moxa - 8 Port Ethernet Switch - EDS-308, Serial #TAIGB1178324	Tualatin, OR
Moxa - Computer - IoLogik R1240, Serial #TAHHB1086650	Tualatin, OR
Moxa - 8 Port Ethernet Switch - EDR-810-VPN-2GSFP, Serial #TBCAD1070057	Tualatin, OR
Moxa - 8 Port Ethernet Switch - EDR-810-VPN-2GSFP, Serial #TBZBD1027045	Tualatin, OR
Moxa - 8 Port Ethernet Switch - EDR-810-VPN-2GSFP, Serial #TBZBD1026966	Tualatin, OR
Moxa - 8 Port Ethernet Switch - EDR-810-VPN-2GSFP, Serial #TBAAD1049867	Tualatin, OR
Moxa - 8 Port Ethernet Switch - EDR-810-VPN-2GSFP, Serial #TAILD1040759	Tualatin, OR
Moxa - 8 Port Ethernet Switch - EDR-810-VPN-2GSFP, Serial #TADLD1019623	Tualatin, OR
Moxa - 8 Port Ethernet Switch - EDR-810-VPN-2GSFP, Serial #TBAFD1037325	Tualatin, OR
Moxa - Arm Based Computer - UC-8112-LX, Serial #TBCBB1088164	Tualatin, OR
Moxa - Arm Based Computer - UC-8112-LX, Serial #TBCBB1088166	Tualatin, OR
Moxa - Mini Risc-based embedded computer - UC-2102-LX, Serial #TBBEB1073398	Tualatin, OR
Moxa - Mini Risc-based embedded computer - UC-2102-LX, Serial #TBBEB1073406	Tualatin, OR
OnLogic Computer - Powin-CL250, Serial #UA04864	Tualatin, OR
OnLogic Computer - Powin-CL250, Serial #UA04848	Tualatin, OR
OnLogic Computer - Powin-CL250, Serial #U933060	Tualatin, OR
Moxa - 8 Port Ethernet Switch - EDS-308, Serial #TBZGD1006054	Tualatin, OR
Moxa - 8 Port Ethernet Switch - EDS-308, Serial #TBZFD1023186	Tualatin, OR
Moxa - 8 Port Ethernet Switch - EDS-308, Serial #TBZFD1023256	Tualatin, OR
Moxa - 8 Port Ethernet Switch - EDS-308, Serial #TBZFB1045177	Tualatin, OR
Moxa - 8 Port Ethernet Switch - EDS-308, Serial #TBZFD1023258	Tualatin, OR
Moxa - 8 Port Ethernet Switch - EDS-308, Serial #TBZFB1045208	Tualatin, OR
Moxa - 8 Port Ethernet Switch - EDS-308, Serial #TBZGD1006184	Tualatin, OR
Moxa - 8 Port Ethernet Switch - EDS-308, Serial #TBZGD1006259	Tualatin, OR
Moxa - 8 Port Ethernet Switch - EDS-308, Serial #TAIGB1178324	Tualatin, OR
Moxa - 8 Port Ethernet Switch - EDS-308, Serial #TBZFD1023498	Tualatin, OR
Moxa - Atom x6211E - DRp-A100-E4-T, Serial #TC0001	Tualatin, OR
Moxa - Atom x6211E - DRp-A100-E4-T, Serial #TC0002	Tualatin, OR
SEL - Real-Time Automation Controller - SEL-3505, Serial #1202190114	Tualatin, OR
OnLogic - Computer - HX-500, Serial #U899095	Tualatin, OR
SomeBus - USBCan-II - V502, Serial #GC222011431	Tualatin, OR
SomeBus - USBCan-II - V502, Serial #GC222011416	Tualatin, OR
SomeBus - USBCan-II - V502, Serial #GC222011484	Tualatin, OR
Powin - Module Charger - E-B-00393, Serial #PSW24PWN037E001001	Tualatin, OR
Powin - Module Charger - E-B-00393, Serial #PSW24PWN037E001002	Tualatin, OR
Powin - Module Charger - E-B-00393, Serial #PSW24PWN037E001003	Tualatin, OR
Powin - Module Charger - E-B-00393, Serial #PSW24PWN037E001004	Tualatin, OR
Powin - Module Charger - E-B-00393, Serial #PSW24PWN037E001000	Tualatin, OR
Moxa - 5 port Router - EDS-2005-ELP, Serial #TBZDB1025537	Tualatin, OR
Moxa - 5 port Router - EDS-2005-ELP, Serial #TBBBB1071054	Tualatin, OR
Moxa - 5 port Router - EDS-2005-ELP, Serial #TBBBB1132331	Tualatin, OR
Moxa - 5 port Router - EDS-2005-ELP, Serial #TBZDB1024380	Tualatin, OR
Moxa - Universal Computing - UC-2102-LX, Serial #TBBIB1085828	Tualatin, OR
Moxa - Universal Computing - UC-2102-LX, Serial #TBBEB1073369	Tualatin, OR
Moxa - Universal Computing - UC-2102-LX, Serial #TBBEB1073378	Tualatin, OR
Moxa - Universal Computing - UC-2102-LX, Serial #TBBEB1073392	Tualatin, OR
Moxa - Universal Computing - UC-2102-LX, Serial #TBBEB1073376	Tualatin, OR
Moxa - Universal Computing - UC-2102-LX, Serial #TBZGB1082215	Tualatin, OR
Moxa - Universal Computing - UC-2102-LX, Serial #TBBEB1073385	Tualatin, OR
(1 Rack) - PPE/Safety Gear (eye protection, work gloves, Class 00 Rubber gloves, hard hats, extra 40 cal suits)	Tualatin, OR
(3 Boxes) LOTO equipment (full sets)	Tualatin, OR
(3) Learner/Facilitator Tool Boxes with included tools	Tualatin, OR
(2) Bench-top training Battery Packs (225/750)	Tualatin, OR
(4) Bench-top training modules (2x 750, 1x 225, 1x 140)	Tualatin, OR
(3) Bench-top training String Controllers (1x 230, 2x 750)	Tualatin, OR
(3) Bench-top training Battery Pack Controllers (1x 140,1 x 230, 1x 750)	Tualatin, OR
Bench-top training TEAMs Box (750)	Tualatin, OR
Bench-top training Breaker Box (750)	Tualatin, OR
Bench top training LCD screen (HMI - unit agnostic)	Tualatin, OR
Training/denergized 750 stack 2x segements (Energy Segement & Collection Segment)	Tualatin, OR
Training/denergized 360 stack	Tualatin, OR
Training/denergized 140 gen 2 stack	Tualatin, OR
EMS Rack	Tualatin, OR

Energized 750 stack	Tualatin, OR
Energized 360 stack	Tualatin, OR
(2) TVs (presentations)	Tualatin, OR
(10) White Boards/white board magnets	Tualatin, OR
(3) Work Benches/Tables - (4x8 Large, heavy weight)	Tualatin, OR
(2) Rolls of insulated blanket material	Tualatin, OR
(2) Safety rolling ladders (1x4 step & 1x 6 step)	Tualatin, OR
FSS Training Board	Tualatin, OR
Rack Lift (Yellow)	Tualatin, OR
Single Milwaukee packout with Classrom BPC and tools needed	Tualatin, OR
(2) Training posters - LOTO / 750 schematics	Tualatin, OR
Training Classroom (13x tables & chairs for 20 learners), 2 TVs, facilitator computer, 1x whiteboard	Tualatin, OR

Schedule 2.2(j)

EXCLUDED ASSETS OF POWIN EKS SELLCO LLC

Minority equity interests (20%) of EKS Holdco, LLC held by Powin EKS SellCo LLC.

Schedule 2.6

ASSUMED CONTRACTS LIST

#	Debtor	Counter Party	Cure Payment Amount	List of Contracts
1	Powin LLC	AgGrid	-	1. AgGrid (Powin cloud data analysis tool)
2	Powin LLC	Articulate	-	1. Articulate360 (eLearning for customers)
3	Powin LLC	Arm	-	1. Keil MDK (Integrated development environment)
4	Powin LLC	Atlassian	-	1. Atlas (Project Management); 2. Atlassian Assist; 3. Atlassian Guard (Product Security); 4. Bitbucket (Development); 5. Bitbucket Build Additions; 6. Confluence (Knowledge and Documentation Library and Project Management); 7. Jira Product Discovery; 8. Jira Service Management (Service Management); 9. Jira Software (Project Management); 10. Jira Toolkit Plugin; 11. Trello (Task Management)
5	Powin LLC	AWS	$ 284,214.30	1. CT-Organization Account [292137719926]; 2. AFTManagement [535762430512]; 3. Archive - WWWAdmin [372067183721]; 4. IT - IT Operations [919998578947]; 5. Lab - Sandbox Account [539827714194]; 6. Lab - Site Simulation [637423352956]; 7. NonProd - aidev [730335624458]; 8. NonProd - Bedrock Sandbox [448049814862]; 9. NonProd - Cloud Management QAS [887633165396]; 10. NonProd - DataBricks Development [905418256850]; 11. NonProd - DataBricks Staging [905418308382]; 12. NonProd - DevQA [019300706542]; 13. NonProd - DevData Sandbox [471112616849]; 14. NonProd - DevOps Sandbox [533267421088]; 15. NonProd - Nops CM Management [302263067851]; 16. NonProd - Project Success [447659687157]; 17. Prod - ai Prod [536697223878]; 18. Prod - AWS Biz Data [741348618638]; 19. Prod - Data Powin [666165881743]; 20. Prod - DataBricks Production [654654596668]; 21. Prod - Powin Apps [476268248180]; 22. Prod - Powin Cloud Production [032278752466]; 23. Security - Audit [827704142006]; 24. Security - Log Archive [824388945158]; 25. Shared Services - AWS Infra Management [749373366383]; 26. Shared Services - Shared Services Account [180300777758]
6	Powin LLC	Axelliant	$169,467	1. Axelliant (Microsoft 365 license)
7	Powin LLC	Azure	-	1. EntraID
8	Powin LLC	BeyondTrust	-	1. BeyondTrust Endpoint Privilege Management (Endpoint security); 2. BeyondTrust Privileged Remote Access (USA) (Remote support for customer sites); 3. BeyondTrust Privileged Remote Access (AUS) (Remote support for customer sites); 4. BeyondTrust Remote Support (Remote support for Powin endpoints)
9	Powin LLC	BUSMASTER	-	1. BUSMASTER (Simulate, analyze and test data bus systems such as CAN, LIN)
10	Powin LLC	Cato Networks	-	1. Cato Client (VPN)

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11	Powin LLC	Comcast	$1,995	1. Comcast (Internet circuit at Tualatin)
12	Powin LLC	Databricks	-	1. Databricks (Machine learning data platform)
13	Powin LLC	Docker	-	1. Docker Desktop (Hybrid toolkit to build, share, and run applications)
14	Powin LLC	etap	-	1. etap Electric Analyzer Program (Software for energy management, monitoring, and automation)
15	Powin LLC	GCAN	-	1. ECAN Tools (CAN monitor for use with GCAN hardware)
16	Powin LLC	GitHub	-	1. GitHub
17	Powin LLC	GoDaddy	-	1. GoDaddy (Web domain registration service)
18	Powin LLC	Jamf	$15,895	1. Jamf (MacOS & iOS Management tools)
19	Powin LLC	JFrog	-	1. Artifactory (Repository for artifacts, containers, bins, and other engineering assets)
21	Powin LLC	LogMeIn	-	1. LastPass (Password Management)
22	Powin LLC	Matrix Networks (Cato)	$36,739	1. Managed network services
23	Powin LLC	MCPC	$105,941	1. MCPC (Managed asset services (laptops, servers))
24	Powin LLC	Metro Access Control	$3,132	1. Metro Access Control (Door key card security vendor)
25	Powin LLC	Microsoft	-	1. Bookings (M365) (Scheduling and managing appointments); 2. Clipchamp (M365) (Make and edit videos); 3. Defender for O365 (plan 1); 4. Defender for O365 (plan 2); 5. Delve (M365) (Personal insights and relevant information on work and coworkers); 6. Excel (Spreadsheets); 7. Forms (M365) (Surveys, quizzes, forms); 8. Hyper-V (Create and use virtual machines locally); 9. Kaizala (M365) (Mobile chat app for work); 10. Lists (M365) (Customizable lists); 11. Loop (M365) (Think, plan, and create collaboratively); 12. M365 Audio Conferencing; 13. M365 Business Basic; 14. M365 Business Standard; 15. M365 E1; 16. M365 E3; 17. M365 E5; 18. M365 F1; 19. M365 Internation Calling Plan; 20. Microsoft Authenticator; 21. Microsoft Edge; 22. Microsoft Project; 23. O365 E1; 24. OneDrive; 25. OneNote; 26. Outlook; 27. Outlook Calendar; 28. People (Outlook Contacts); 29. Planner (M365); 30. Power Apps; 31. Power Automate; 32. Power Automate Per User Plan; 33. Power BI; 34. Power BI Pro; 35. Power Pages; 36. PowerPoint; 37. Project Online Essentials; 38. Project Plan 3; 39. SharePoint; 40. Stream (M365); 41. Sway (M365); 42. Team Domestic Calling Plan; 43. Teams; 44. Teams Premium; 45. Teams Room Pro; 46. To Do (M365); 47. Visio; 48. Visio Plan 2; 49. Viva (M365); 50. Viva Connections (M365); 51. Viva Engage (M365); 52. Viva Insights; 53. Viva Insights (M365); 54. Viva Learning (M365); 55. VSCode; 56. Whiteboard (M365); 57. Word
26	Powin LLC	Modbus Tools	-	1. Modbus Poll
27	Powin LLC	MSYS2	-	1. MSYS2 (MinGW GCC Compiler for Windows)
29	Powin LLC	PEAK-System	-	1. PCAN-View (CAN monitor for use with PCAN hardware)
30	Powin LLC	Procore	-	1. Procore Project Execution
32	Powin LLC	Salesforce	-	1. Slack (Collaboration Software)
33	Powin LLC	SEGGER	-	1. J-Link (Programming and debugging)

34	Powin LLC	Splunk	-	1. Splunk (Data monitoring and analytics platform)
35	Powin LLC	SRecord	-	1. SRecord (EPROM load file tool)
36	Powin LLC	Starlink	-	1. Starlink (Internet services for Mesa AZ facility)
37	Powin LLC	SweetHawk	-	1. Notify (Audible browser notifications triggered by Zendesk)
38	Powin LLC	TeamViewer	$29,500	1. TeamViewer (Remote support tool)
39	Powin LLC	Total Phase	-	1. Komodo GUI Software (CAN monitor for use with Komodo CAN hardware)
40	Powin LLC	Verkada	-	1. Verkada (Security cameras)
41	Powin LLC	Vimeo	-	1. Vimeo
42	Powin LLC	VMware	-	1. VMware vSphere (Support 2FA for on-prem access to PST / HMI using RSA)
43	Powin LLC	Vonage	-	1. Vonage
44	Powin LLC	WP Engine	-	1. WP Engine
45	Powin LLC	Zendesk	$1,802	1. Zendesk (User facing ticket management); 2. Zendesk Talk
47	Powin LLC	Zone & Co	-	1. Tactical Connect (BI connector from NetSuite to external tools)
48	Powin LLC	Zuper	$93,420	1. Zuper (Field service management software)

Schedule 5.3

CONDUCT OF BUSINESS

1. Matters not impacting the Business (i.e., rejection of contracts and abandonment of property for other Powin historical business lines that are unrelated to the Business).

2. Implementation of the LTSA Program, as defined in that certain Order Granting Motion of The Debtors for Entry of an Order (I) Authorizing the Debtors to Enter into New Customer Program with Existing Customers and (II) Granting Related Relief approved by the Bankruptcy Court on June 13, 2025 under Docket number 62; provided, however, that the Sellers may not enter into any Contract in connection with the LTSA Program without obtaining Buyer's consent in accordance with Section 5.3 of the Agreement.

Schedule 6.11

Inventory Premises Leases

Inventory Warehouses & 3PLs	Relevant Agreements
Hub @ 202 Ownco (Mesa)	Industrial Lease (Single Tenant Net) **File location:** Mesa Warehouse_HUB@202 OWNCO LLC - POWIN LLC - Arizona warehouse_2163_1
Lu Pacific Properties, LLC (Tualatin)	Commercial Tenant Lease **File Location:** Tualatin Office_Lu Pacific Properties - Powin Energy Corporation_2348_1
RH	POs Only
8 Loop	POs Only
Trivergix	Limited Third Party Logistics Storage Agreement **File Location:** Mesa Logistics Group, LLC - Powin, LLC - Limited Third-Party Log_6269_1
OneSource	POs Only
Welldex	POs Only
SourceOne	POs Only
ATS	POs Only
American Lamprecht	POs Only
Prolift	Limited Third Party Logistics Storage Agreement **File Location:** Prolift Rigging Co LLC - Powin, LLC - Limited Third-Party Logis_5541_1
Expeditors	POs Only

DISCLOSURE SCHEDULE

to the

ASSET PURCHASE AGREEMENT

by and among

FLEXGEN POWER SYSTEMS, LLC

and

POWIN, LLC

and

its direct and indirect subsidiaries signatory thereto

July 6, 2025

Schedule 3.3(b)

NONCONTRAVENTION; CONSENTS AND APPROVALS

None.

Schedule 3.4(a)

COMPLIANCE WITH LAWS

The Environment Agency Enforcement Notice described in Schedule 3.8 below.

Schedule 3.6

CONTRACTS

1. Confidentiality Agreements with the US Employees listed attached.
2. Equipment Lease Agreement by and between BMO Harris Bank N.A. and Powin, LLC, dated October 12, 2023.
3. Equipment Lease Agreement by and between BMO Harris Bank N.A. and Powin, LLC, dated December 28, 2023.
4. Master Lease Agreement by and between Toyotalift of Arizona, Inc. and Powin, LLC, dated March 3, 2024.
5. Limited Third-Party Logistics Storage Agreement by and between Prolift Rigging Company, LLC and Powin, LLC, dated as of July 23, 2024.
6. Limited Third-Party Logistics Storage Agreement by and between Mesa Logistics Group, LLC and Powin, LLC, dated as of October 14, 2024.
7. See attached.

Confidentiality Agreements List

Employee Number	Employee Email	Last Name	First Name	Confidentiality & IP Agreement on File?	Date Signed
100020	sanjanar@powin.com	Ramakrishnan	Sanjana	Yes	1/9/19
100023	lauraa@powin.com	Adams	Laura	Yes	4/16/19
100026	jack.hsu@powin.com	Hsu	Kuo Chun	Yes	5/20/19
100028	benoitl@powin.com	Lombard	Benoit	Yes	7/29/19
100044	conwayt@powin.com	Tang	Conway	Yes	3/24/20
100050	alenam@powin.com	Mitchell	Alena	Yes	5/13/20
100086	kiand@powin.com	Dashti	Kian	Yes	10/17/20
100092	scottm@powin.com	Mcgregor	Scott	Yes	11/2/20
100101	chrisboscawen@powin.com	Boscawen	Christopher	Yes	12/21/20
100122	mike.engle@powin.com	Engle	Michael	No	
100154	vytha.vadlamani@powin.com	Vadlamani	Vythahavya	Yes	5/17/24
100156	mark.french@powin.com	French	Mark	No	
100161	norman.farquhar@powin.com	Farquhar	Norman	No	
100163	gary.kuper@powin.com	Kuper	Gary	No	
100172	brian.kane@powin.com	Kane	Brian	No	
100185	tyson.silva@powin.com	Silva	Tyson	No	
100204	matthew.eide@powin.com	Eide	Matthew	No	
100206	james.harris@powin.com	Harris	James	No	
100221	linsey.raterink@powin.com	Raterink	Linsey	No	
100239	reuben.goldstein@powin.com	Goldstein	Reuben	No	
100248	blake.carpenter@powin.com	Carpenter	Blake	No	
100253	scott.benedetti@powin.com	Benedetti	Scott	No	
100254	antonya.johnston@powin.com	Johnston	Antonya	No	
100258	lindsey.winner@powin.com	Winner	Lindsey	No	
100268	casey.verica@powin.com	Verica	Casey	No	
100291	brittney.malhoit@powin.com	Malhoit	Brittney	Yes	5/19/22
100301	joshua.rayborn@powin.com	Rayborn	Joshua	Yes	5/31/22
100306	lisa.veber@powin.com	Veber	Lisa	Yes	5/26/22
100314	christopher.broeke@powin.com	Broeke	Christopher	Yes	6/10/22
100317	justin.mingus@powin.com	Mingus	Justin	Yes	9/15/22

100383	chad.paulson@powin.com	Paulson	Chad	Yes	8/21/22
100388	joshua.lacy@powin.com	Lacy	Joshua	Yes	8/23/22
100398	thomas.richards@powin.com	Richards	Thomas	Yes	9/5/22
100407	edward.fisher@powin.com	Fisher	Edward James	Yes	9/9/22
100426	cory.dinkle@powin.com	Dinkle	Cory	Yes	9/23/22
100481	chris.baker@powin.com	Baker	Christopher	Yes	10/24/22
100488	mahesh.sathe@powin.com	Sathe	Mahesh	Yes	11/8/22
100491	william.mcdonnell@powin.com	McDonnell	William	Yes	11/22/22
100501	samuel.donohue@powin.com	Donohue	Samuel	Yes	12/14/22
100503	braden.harwood@powin.com	Harwood	Braden	Yes	12/20/22
100512	adam.cordova@powin.com	Cordova	Adam	Yes	1/4/23
100517	ben.adams@powin.com	Adams	Benjamin	Yes	1/9/23
100522	kristine.mushkevych@powin.com	Mushkevych	Khrystyna	Yes	1/17/23
100535	lauren.smiley@powin.com	Smiley	Lauren	Yes	2/13/23
100594	jay.schwartz@powin.com	Schwartz	Jay	Yes	4/10/23
100598	sergey.makarenko@powin.com	Makarenko	Sergey	Yes	4/17/23
100599	chris.howard@powin.com	Howard	Christopher	Yes	3/31/23
100651	antonio.brunson@powin.com	Brunson	Antonio	Yes	6/5/23
100675	janice.mahn@powin.com	Mahn	Janice	Yes	6/21/23
100680	richard.romano@powin.com	Romano	Richard	Yes	7/11/23
100697	kevin.jenkins@powin.com	Jenkins	Kevin	Yes	7/21/23
100706	christian.ovchinikov@powin.com	Ovchinikov	Christian	Yes	8/5/23
100718	dean.beckley@powin.com	Beckley	Dean	Yes	8/16/23
100729	dustin.rogers@powin.com	Rogers	Dustin	Yes	7/26/23
100735	natalie.kau@powin.com	Kau	Natalie	Yes	8/25/23
100774	Connor.Mueth@powin.com	Mueth	Connor	Yes	10/26/23
100808	jenna.rutherdale@powin.com	Rutherdale Fisher	Jenna	Yes	12/14/23
100817	james.shiou@powin.com	Shiou	James	Yes	12/8/23
100831	arielle.pacheco@powin.com	Pacheco	Arielle	Yes	1/10/24
100853	mark.walters@powin.com	Walters	Mark	Yes	1/19/24
100864	kyle.adams@powin.com	Adams	Kyle	Yes	2/6/24
100917	colin.hutchinson@powin.com	Hutchinson	Colin	Yes	4/24/24

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100920	kirk.fleischhauer@powin.com	Fleischhauer	Kirk	Yes	4/26/24
100993	angela.kendall@powin.com	Sprecher	Angela	Yes	6/25/24
100997	luke.wilson@powin.com	Wilson	Luke	No	
101013	dylan.kenny@powin.com	Kenny	Dylan	No	
101014	Tyler.speas@powin.com	Speas	Tyler	No	
101051	freddy.banks@powin.com	Banks	Freddy	No	
101056	waylen.rinderer@powin.com	Rinderer	Waylen	No	
101063	moriah.milan@powin.com	Milan	Moriah	No	
101075	zack.qi@powin.com	Qi	Zhao	No	
101097	beth.hale@powin.com	Hale	Beth	No	
101147	tyler.schuetze@powin.com	Schuetze	Tyler	No	
101157	mary.kahl@powin.com	Kahl	Mary	No	
101161	kevin.paprzycki@powin.com	Paprzycki	Kevin	No	

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Contract Management - Contract information - Lease Agreements

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Contract/Document Expiry Date*	Department*	Folder	Contract/Document Status
BMO Harris Bank N.A.- Powin - Equipment Lease Agreement - 10.12.2023	Equipment Lease Agreement	BMO Harris Bank N.A.	10/12/2023		ISC - Manufacturing	/Supplier Contracts/ISC/Manufacturing/Executed	Executed
BMO Harris Bank N.A.- Powin - Large forklift Lease Agreement - 10.12.2023	Equipment Lease Agreement	BMO Harris Bank N.A.	12/28/2023		ISC - Manufacturing	/Supplier Contracts/ISC/Manufacturing/Executed	Executed
Toyotalift of Arizona, Inc. - Powin, LLC - Master Lease Agreement - 03.04.2024	Equipment Lease Agreement	Toyotalift of Arizona, Inc.	03/04/2024	03/04/2030	ISC - Manufacturing	/Supplier Contracts/ISC/Manufacturing/Executed	Executed
3U Millikan LLC - Powin - Lease agreement California - 2016	Lease Agreement	3U Millikan LLC	10/12/2016		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
ACRE Management - Powin Energy Operating LLC - Commercial Sublease Agreement - 05.16.2025	Lease Agreement	ACRE Management	05/16/2025	10/31/2027	ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Ampere Company, LLC - Powin, LLC - Sublease Field Office - 11.01.2021	Lease Agreement	Ampere Computing LLC	11/01/2021		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Field Office Property LLC - Powin, LLC - Office Lease - 01.01.2024	Lease Agreement	Field Office Property, LLC	01/01/2024		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Fora - Powin UK Ltd - Virtual Office - 1.18.2024	Lease Agreement	Esselco Services LLP (Fora)	01/18/2024		Legal	/Supplier Contracts/ISC/Facilities/Executed	Executed
Joseph Lu - Powin LLC Qingdao Office - Qingdao Office Lease Contract- 10.01.2023	Lease Agreement	Joseph Lu	10/01/2023	09/30/2026	ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Madrid Office_Networkia - Powin - ANNEX to the Service Agreement - change of party - 04.01.2024	Lease Agreement	Networkia Cuzko, S.L.	04/01/2024		Human Resources	/Supplier Contracts/ISC/Facilities/Executed	Executed
Madrid Office_Networkia - Powin LLC - Annex to Office Agreement Cuzco Spain - 02.15.2024	Lease Agreement	Networkia Cuzko, S.L.	02/15/2024		Human Resources	/Supplier Contracts/ISC/Facilities/Executed	Executed
Madrid Office_Networkia - Powin LLC - Office Agreement Cuzco Spain - 03.24.2023	Lease Agreement	Networkia Cuzko, S.L.	03/24/2023		Human Resources	/Supplier Contracts/ISC/Facilities/Executed	Executed
Melbourne Office_Collective 100 - Powin Australia Pty Ltd - Membership Agreement - 07.27.2023	Lease Agreement	Collective 100	07/27/2023		Human Resources	/Supplier Contracts/ISC/Facilities/Executed	Executed
Melbourne Office_Collective_100 - Powin Australia Pty Ltd - Membership Agreement - 2025	Lease Agreement	Collective 100 Pty Ltd.	04/04/2025		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Melbourne Office_Collective_100 Membership Agreement - Powin - 05.14.2024	Lease Agreement	Collective_100	06/03/2024	06/02/2025	Human Resources	/Supplier Contracts/ISC/Facilities/Executed	Executed
Mesa Warehouse_HUB@202 OWNCO LLC - POWIN LLC - Arizona warehouse INDUSTRIAL LEASE - 08.02.2023	Lease Agreement	HUB @ 202 OWNCO, LLC	08/02/2023		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Miami Office_2022.12.02 Commencement Date Memo - Powin Energy	Lease Agreement	MADISON-OFC BRICKELL FL LLC	12/02/2022		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Miami Office_Brickell City Tower - Powin Energy Operating, LLC - Lease - 04.08.22	Lease Agreement	Madison-OFC Brickell FL LLC	11/08/2022	12/01/2027	ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Portland Office_NP MachineWorks LLC - Powin, LLC - Multi-Tenant Office Lease - 04.08.2024	Lease Agreement	NP MachineWorks LLC	06/01/2024	08/31/2027	ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Powin (Qingdao) New Energy Co., Ltd - Facility Lease Amendment Agreement - 2023.08.28	Lease Agreement	Powin Qingdao New Energy Co., Ltd.	08/28/2023		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Powin (Qingdao) New Energy Co., Ltd - Facility Lease Contract-PTC - 2023.08.28	Lease Agreement	Powin Qingdao New Energy Co., Ltd.	08/01/2023		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Powin Taiwan Lease Agreement	Lease Agreement	Pepsi International Business Co.	01/09/2024	01/09/2025	ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Qingdao Office Lease Contract - 1	Lease Agreement	Wangjiao Plaza	10/01/2023	09/30/2026	ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Qingdao Office Lease Contract-2	Lease Agreement	Wangjiao Plaza	10/01/2023	09/30/2026	ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Qingdao Office_Cheng Yu New Materials - Powin (Qingdao) - Pwin LLC - Termination agreement - 05.07.2024	Lease Agreement	Qingdao Cheng Yu New Materials Co. Ltd.	05/07/2024		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed

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Qingdao Shunneng Machinery Co., Ltd. - Powin (Qingdao) New Energy Co., Ltd. - Lease Contract - 08.07.2024	Lease Agreement	Qingdao Shunneng Machinery Co., Ltd.	08/07/2024	08/08/2029	ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Tualatin Office_Lu Pacific Properties - Powin Energy Corporation - Tualatin Lease Agreement 2021	Lease Agreement	LU PACIFIC PROPERITIES, LLC	12/14/2020		ISC - Facilities	/Supplier Contracts/ISC/Facilities/Executed	Executed
Powin RISE Realty 80 SW 8th St oct 15 2024 Signed Copy	Exclusive Right Agreement	KAD Equity Inc. d/b/a Rise Realt			ISC - Facilities	/Supplier Contracts/ISC/Facilities/Drafts	Draft
20180830 -First Amendment to Sublease Agreement	Lease Agreement	PPA Grand Johanna LLC	08/31/2018			/Customer Contracts (EXECUTED)/Southern California Edison Company/PPA Grand Johanna LLC	Executed
20190921 - Second Amendment to Millikan Sublease executed	Lease Agreement	PPA Grand Johanna LLC	09/21/2018			/Customer Contracts (EXECUTED)/PPA Grand Johanna LLC/ESV1000 - Millikan	Executed
Milikan Lease	Lease Agreement	3U Millikan LLC	10/12/2016	01/09/2027		/Customer Contracts (EXECUTED)/PPA Grand Johanna LLC/ESV1000 - Millikan	Executed
Sublease (Fully Compiled)	Lease Agreement	PPA Grand Johanna LLC	01/01/2017			/Customer Contracts (EXECUTED)/PPA Grand Johanna LLC/ESV1000 - Millikan	Executed
Third Amendment to the Sublease	Lease Agreement	PPA Grand Johanna LLC	01/15/2019			/Customer Contracts (EXECUTED)/PPA Grand Johanna LLC/ESV1000 - Millikan	Executed

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POWIN

Contract Management - Contract information - ESA, Framw, LNTP, LTSA, MSA, MOU, PO, Purch, TEA

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Acelliant-Powin-Microsoft 365 Order Form-03052025	Purchase Order	Axelliant	03/04/2025	Technology
TechHeads-Powin-THInc Ops MSA-03182022	Master Service Agreement	TechHeads	03/18/2022	Technology
Logicalis-Powin-Internet Access-04112024	Purchase Order	Logicalis	04/18/2024	Technology
TechHeads-Powin-2024 CSP Annual Agreement-03062024	Purchase Order	TechHeads	03/06/2024	Technology
OfficeSpace-Powin-OrderForm-12152024	Purchase Order	OfficeSpace Software, Inc.	12/15/2024	Technology
OfficeSpace-Powin-OrderForm-12152023	Purchase Order	OfficeSpace Software, Inc.	12/15/2023	Technology
OnlineBusinessSystems-Powin-MSA-02262021	Master Service Agreement	Online Enterprises, Inc.	02/26/2021	Technology
Procore-Powin-OrderForm-12212024	Purchase Order	Procore Technologies, Inc.	12/27/2024	Technology
RFPIO-Powin-OrderForm05032022	Purchase Order	RFPIO, Inc.	05/03/2022	Technology
TravelIncorporated-Powin-MSA-06292023	Master Service Agreement	Travel Incorporated	06/29/2023	Human Resources
LucidSoftwareInc.-Powin-Order Form-1.27.2025	Purchase Order	Lucid Software, Inc.	01/27/2025	Technology
Techheads-Powin-Order Form-KnowBe4-6.11.2024	Purchase Order	TechHeads, LLC	06/11/2024	Technology
InternationalSOS-Powin-MSA-06/30/2023	Master Service Agreement	International SOS Assistance, Inc.	06/30/2023	Technology
JAMF-Powin-Order Form-3.2.2025	Purchase Order	Jamf Software, LLC	03/02/2025	Technology
Concur-Powin-OrderForm-06-12-2023	Purchase Order	Concur Technologies, Inc.	06/12/2023	Technology
ConcurTechnologiesInc-Powin-OrderForm-02-20-2024	Purchase Order	Concur Technologies, Inc.	02/20/2024	Technology
GoFireFlyInc-Powin-OrderForm-1.31.2025	Purchase Order	Go Fire Fly, Inc.	01/31/2025	Technology
Salesforce-Slack-Powin-11/24/2025	Master Service Agreement	Salesforce, Inc	12/15/2024	Technology
Resilience360Inc-Powin-OrderForm-10.31.2023	Purchase Order	Resilience360, INC.	10/31/2023	Technology
SmartSheet-Powin-OrderForm-12/31/2024	Purchase Order	Smartsheet	12/31/2024	Technology
Smartsheet-Powin-OrderForm-07-37-2024	Purchase Order	Smartsheet	07/31/2024	Technology
Smartsheet-Powin-OrderForm-1-13-2025	Purchase Order	Smartsheet	01/10/2025	Technology
DassaultSystemesSolidworksCorporation-Powin-MSA-10-23-2023	Master Service Agreement	Dassault Systemes SolidWorks Corporation	10/25/2023	Technology
GoEngineer-Powin-Order Form Dymola-4.4.2025	Purchasing Agreement	GoEngineer	04/04/2025	Technology
Solution7-Powin-OrderForm-11-27-2024	Purchase Order	Solution 7 Limited	11/27/2024	Technology
Docusign-Powin-Order Form-1.31.2025	Purchase Order	Docusign, Inc.	01/31/2025	Technology
TechHeads-Verkada-Powin-OrderForm-04-24-2024	Purchase Order	TechHeads	04/24/2024	Technology
Deel, Inc.-Powin- Order Form-12.27.2024	Purchasing Agreement	Deel, Inc.	12/27/2024	Technology
TechHeads-Verkada-Powin-OrderForm-05-23-2023	Purchase Order	TechHeads	05/23/2023	Technology
Astound-Powin-ServiceOrder05-26-2023	Purchase Order	Astound Business Solutions, LLC	05/26/2023	Technology
CTX-Powin-Order Form-ZebraOne Care-1.16.2024	Purchasing Agreement	CTX	01/16/2024	Technology
Comcast-Powin-PDX Move Order Form-10_2_2024	Purchase Order	Comcast Cable Communications Management, LLC	10/02/2024	Technology
Crowe LLP-Powin-MSA-YHireProgram-1.3.2024	Master Service Agreement	Crowe, LLP	01/03/2024	Technology

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
ConductorOne-Powin-Order Form-12.21.2023	Purchase Order	ConductorOne, Inc.	12/21/2023	Technology
Zoom-Powin-Amendment-01292024	Purchase Order	Zoom	01/30/2024	Technology
Comcast-Powin-PDX Order Form-11.2.2021	Purchase Order	Comcast Cable Communications Management, LLC	11/02/2021	Technology
TechHeadsArcticWolf-Powin-OrderForm03012025	Purchase Order	TechHeads	03/01/2025	Technology
Comcast-Powin-HQ Order Form-11.2.2021	Purchase Order	Comcast Cable Communications Management, LLC	11/02/2021	Technology
Celigo Inc-Powin-Order Form-04.17.2025	Purchase Order	Celigo, Inc.	04/17/2025	Technology
PTCInc-Powin-MSAAmendment-03-31-2025	Master Service Agreement	PTC, Inc.	03/31/2025	Technology
AgileBits-Powin-MSA02-27-2025.docx	Master Service Agreement	AgileBits	02/27/2025	Technology
powin-Alliant - Consulting Services Agreement amendment 1 -05.19.2025	Master Service Agreement	Alliant Insurance Services, Inc.	05/19/2025	Human Resources
Beneficiary Enrollment (Rider C) - Santa Paula Energy Storage - Powin Energy 180612	Technology Escrow Agreement	Santa Paula Energy Storage, LLC		Technology
Rider C - KCE-Powin PEC (Construction Projects)(NRF 12.31).DOCX	Technology Escrow Agreement	KCE Texas Holdings 2020, LLC	01/13/2021	
GreEnergy - POWIN - ASP MSA - 05.21.2025.docx	Master Service Agreement - ASP	GreEnergy Resources, LLC	05/21/2025	Projects
Intuitive Safety Solutions, Inc. (ISS) - Powin, LLC - Master Services Agreement - 05.12.2025	Master Service Agreement	Intuitive Safety Solutions, Inc. (ISS)	05/12/2025	ISC
Metro-Fire – Powin – ASP MSA – 05.01.2025	Master Service Agreement - ASP	Metro Fire Equipment Inc	04/18/2025	Projects
Capgemini America, Inc. - Powin, LLC - Statement of Work - 01.27.25	Master Service Agreement	Capgemini America, Inc.	01/27/2025	Technology
Arrow Canyon - Powin Addendum and Amendmentto ESA-04.10.25	ESA (Energy Storage Agreement)	Arrow Canyon Solar, LLC	04/10/2025	Projects
RES-Powin-GAL0020 -_Alcoutim_-_Statement_of_Work_-_LTSA_04.03.2025	Master Service Agreement - ASP	RES Energy Global Services, S.L.U.	04/03/2025	Projects
Pike Purchase Order - 3.7.2025	Purchase Order	Pike Telecom and Renewables, LLC	03/07/2025	Projects
Databricks Contract For AWS Marketplace Commit_Q-54357_2025-01-30	Purchase Order	Databricks, Inc.	01/30/2025	Office of Transformation
Activpayroll_Powin_Master_Services_Agreement_-04.17.2023	Master Service Agreement	activpayroll Ltd.	04/17/2023	Human Resources
Powin - KMC - LTSA - Brandywine (Executed 1APR2025)	LTSA (Long Term Service Agreement)	KMC Thermo, LLC	04/01/2025	Revenue
PRAXIS Powin Two Party Master Escrow Agreement - 03.22.2024 (2)	Technology Escrow Agreement	Praxis Technology Escrow	03/22/2024	Technology
DNV GL - Powin Energy Corporation - Framework Agreement - 10.28.2020	Framework Agreement	DNV Energy Insights USA Inc.	10/28/2020	Projects
DNV GL - Powin LLC - Amendment 1 to Frame Agreement - 11.27.2023	Framework Agreement	DNV Energy Insights USA Inc.	11/27/2023	Projects
Deel_-_Powin_-_Q-79364-2-5-Feb-2025-07-12-41-signed	Purchase Order	Deel	06/01/2025	Human Resources
Deel- Powin - HR_Consulting_Services_Agreement - 03.06.2025	Master Service Agreement	Deel Inc.	03/06/2025	Human Resources
Apex - APE0060 - Angelo - LTSA Amendment #2 - 3.7.2025	LTSA (Long Term Service Agreement)	Angelo Storage, LLC.	03/07/2025	Projects
Capgemini America, Inc. - Powin, LLC - SOW Change Request - 03.15.2025	Purchase Order	Capgemini America, Inc.	03/15/2025	Technology
Great Kiskadee ESA - PWA Amendment No. 2 Executed - 02.21.2025	ESA (Energy Storage Agreement)	Great Kiskadee Storage, LLC	02/21/2025	Projects
Desert Quartzite PA Amendment 003_-02.28.2025	ESA (Energy Storage Agreement)	Desert Quartzite, LLC	02/28/2025	Revenue
Powerflex - Powin - ESA PFX0050 USCS Fresno - 02.21.2025	ESA (Energy Storage Agreement)	PowerFlex Solar, LLC	02/21/2025	Revenue
TUV-R - Powin, LLC - Assurance Framework MOU - 02.21.2025	Memorandum of Understanding	TUV-R	02/21/2025	Technology
Circulor - Powin - MSSA - 02.18.2025	Master Service Agreement	Circulor Inc	02/18/2025	Projects

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Davinci Technology, L.L.C. d/b/a CORE Health Networks - Powin, LLC - Master Service Agreement - 02.14.2025	Master Service Agreement	Davinci Technology, L.L.C. d/b/a CORE Health Networks	02/14/2025	ISC
WSB - ESA Deed of amendment No. 4 - updated Project Schedule - 01.30.2025	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	01/30/2025	Projects
LTSA - SOL0020 - Croton Harmon - BESS LTSA (compiled, dated, fully executed)	LTSA (Long Term Service Agreement)	SCS VAN WYCK 012823 CROTON ON HUDSON, LLC	02/10/2025	Revenue
Powin Energy, IG & SS '21	Master Service Agreement	Mergermarket (US) limited Acuris	12/17/2021	Revenue
Capgemini America, Inc. - Powin, LLC - Master Services Agreement - 01.27.2025	Master Service Agreement	Capgemini America, Inc.	01/27/2025	Technology
Thomson Reuter - Powin LLC HighQ Renewal_NEW__HighQ Order Form._01.16.2025	Purchase Order	Thomson Reuters West Publishing Corporation	01/16/2025	Legal
Thomson Reuters - Powin - ProFlex Addendum HighQ - fully executed 1.22.2025	Purchase Order	Thomson Reuters West Publishing Corporation	01/22/2025	Legal
JV Powin UCB revUCB 101224 PDF	Memorandum of Understanding	UCB S.A.	01/20/2025	
Intura pty Ltd - Powin AU - ASP MSA - 01.17.2025	Master Service Agreement - ASP	Intura PTY LTD	01/17/2025	Projects
Amendment #1 to Ravenswood Group 3 ESA__BHER_(fully executed)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	01/06/2025	Revenue
Amendment #1 to Ravenswood Group 2 ESA__BHER_(fully executed)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	01/06/2025	Revenue
Amendment #1 to Ravenswood Group 1 ESA__BHER_(fully executed)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	01/06/2025	Revenue
NoBlue2 - Powin, LLC - Master Service Agreement - 01.10.2025	Master Service Agreement	NoBlue2	01/10/2025	Revenue
ESA_Second_Deed_of_Amendment_-_Ulinda_Park - 12.23.2024	ESA (Energy Storage Agreement)	Ulinda Park ProjectCo Pty Ltd	12/23/2024	Projects
Circulor - Powin - Order Form 1.2.2025	Purchase Order		01/02/2025	ISC
Powin_Deel_Final_MSA - 01.03.2023	Master Service Agreement	Deel Inc.	01/03/2023	Human Resources
SOW of Powin B2B implementation_Dec20.2024-双章	Master Service Agreement	Logicalis Shanghai limited	12/20/2024	Technology
Powin Form LTSA DTE0010 Slocum (Fully compiled, dated, executed)	LTSA (Long Term Service Agreement)	DTE Electric Company	12/20/2024	Revenue
INV0031 La Toba ESSSA Executed (Final)	ESA (Energy Storage Agreement)	MG HR S de R.L de C.V.	12/13/2024	Revenue
La_Toba_LNTP_Letter_Agreement_-_Amendment_No._2_INV_Dec_13_24_Executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	MG HR S de R.L de C.V.	11/07/2024	Revenue
Logicalis Shanghai Limited - Powin Qingdao Representative Office - Sales Contract for 75 licenses - 11.14.2024	Master Service Agreement	Logicalis Shanghai Limited	11/14/2024	Technology
ThrivePass, Inc. - Powin Energy Operating, LLC - MSA - 10.21.2022	Master Service Agreement	ThrivePass, Inc.	01/01/2023	Human Resources
GALP - Powin - LTSA Alcoutim - 10.01.2024	LTSA (Long Term Service Agreement)	Galp Parques Fotovoltaicos de Alcoutim, LDA	10/01/2024	Projects
Powin LLC - Trail B Technologies - Software Subscription Agreement and DPA - 12.06.2024	Master Service Agreement	TrailB Technologies LLC	12/06/2024	Projects
Gotion Inc - Powin LLC - MSA - 10.08.2024	Master Supply Agreement	Gotion, Inc.	10/08/2024	ISC
Logicalis Shanghai Limited - Powin Qingdao Representative Office - Cloud Service Contract - 09.08.2024	Master Service Agreement	Logicalis Shanghai Limited	09/08/2024	Technology
Powin BHER ESA - BHE0020 Solar Star 3 (fully executed)_recompiled 12.05.2024	ESA (Energy Storage Agreement)	Solar Star 3, LLC	08/31/2023	Projects
Stem, Inc. - Powin, LLC - STM0651 - Dark and Stormy I - 03.08.2024	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2024	Projects
Stem - Powin - STM0578 Velvet Mite SD DC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem, Inc. - Powin, LLC - STM0652 - Dark and Stormy II - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	Projects

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Stem - Powin - STM0577 Velvet Mite ML DC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem - Powin - STM0576 Velvet Mite MR AC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem, Inc. - Powin, LLC - STM0911 - Dighton Tremont - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	Projects
Stem - Powin - STM0574 Velvet Mite BR DC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem - Powin - STM0573 Velvet Mite QR DC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem - Powin - STM0572 Velvet Mite CPR - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem - Powin - STM0571-Velvet Mite TR - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem Inc - Powin - STM0493 Mosquito 3 - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem Inc - Powin - LLC - STM0492 Mosquito 2 - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	
Stem Inc - Powin LLC - STM0491 - Mosquito 1 LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem Inc.	03/08/2023	
Stem, Inc. - Powin, LLC - STM0912 - Douglas Oak - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	Projects
Stem - Powin, LLC - STM0913 - Palmer Sykes - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023	Projects
Stem, Inc. - Powin, LLC - STM0100 - Viper - LTSA - 02.28.2021	LTSA (Long Term Service Agreement)	Stem, Inc.	02/28/2021	Projects
RES - Powin - Statement of Work under MSA for GAL0020 - Alcoutim - 10.07.2024	Master Service Agreement - ASP	RES ENERGY GLOBAL SERVICES S.L.U.	10/07/2024	Projects
RES - Powin - Statement of Work under ASP MSA for PCE0020 - Overhill - 11.07.2024	Master Service Agreement - ASP	RES ENERGY GLOBAL SERVICES S.L.U.	11/07/2024	Projects
Serrano - First Amendment to ESA (compiled Execution Version 11-6-24)	ESA (Energy Storage Agreement)	Serrano Solar, LLC	11/06/2024	Revenue
Logicalis Shanghai Limited - Powin, LLC - Printing Management Service Contract - 11.07.2024	Master Service Agreement	Logicalis Shanghai Limited	11/07/2024	Technology
Desert Quartzite - EDF0480 - ESA Amendment 002 - 10.18.2024	ESA (Energy Storage Agreement)	Desert Quartzite, LLC	10/18/2024	Revenue
La Toba LTNP Amendment 1 (Oct 29, 2024) Executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	MG HR S de R.L de C.V.	10/25/2024	Revenue
Ulinda Park - Powin - Termination of Rider C under 191112 - 10.29.2024	Technology Escrow Agreement	Praxis Technology Escrow	10/29/2024	Legal
Logicalis Shanghai Limited - Powin Qingdao - Sales Contract - 09.08.2024	Purchasing Agreement	Logicalis Shanghai Limited	09/08/2024	Technology
SS3 - First Amendment to ESA 2024.10.11	ESA (Energy Storage Agreement)	Longroad	10/11/2024	Projects
Cogent-Powin_Arrow Canyon-MSA_Approved Service Provider - 12.02._2331_2	Master Service Agreement - ASP	Cogent Renewables, Inc.	12/02/2022	Projects
Logicalis - Powin Cloud Service Contract 2024 FINAL	Master Service Agreement	Logicalis Shanghai Limited	08/09/2024	Technology
Logicalis - Powin Sales Contract 2024 FINAL	Purchasing Agreement	Logicalis Shanghai limited	08/09/2024	Technology
Antidot - Powin- Fluid Topics Order form, T&C and DPA_09.30.2024	Purchase Order	Fluid Topics	10/01/2024	Office of Transformation
Slalom Inc - Powin - Knowledge Management Discovery SOW - 09.11.2024	Master Service Agreement	Slalom, Inc	09/11/2024	Projects
Great Kiskadee - Amendment No. 1 to LTSA - 09.30.2024	LTSA (Long Term Service Agreement)	Great Kiskadee Storage, LLC	09/30/2024	Revenue
Great Kiskadee - Amendment No. 1 to ESA - 09.30.2024	ESA (Energy Storage Agreement)	Great Kiskadee Storage, LLC	09/30/2024	Revenue
Apex - Angelo - Amendment No. 1 to ESA - 09.30.2024	ESA (Energy Storage Agreement)	Angelo Storage, LLC.	09/30/2024	Revenue
Apex - Angelo - Amendment No. 1 to LTSA - 09.30.2024	LTSA (Long Term Service Agreement)	Angelo Storage, LLC.	09/30/2024	Revenue

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Form Blanket Purchase Order 20210218 FINAL Signed 20210219 - PEC	Purchase Order	Stem, Inc.	02/22/2021	Projects
West Warwick III - Powin LTSA (Executed)	LTSA (Long Term Service Agreement)	West Warwick Energy Storage 3 LLC	09/26/2024	Revenue
West Warwick II - Powin LTSA (Executed)	LTSA (Long Term Service Agreement)	West Warwick Energy Storage 2 LLC	09/26/2024	Revenue
CA Financial Services service Agreement Powin Australia Broker	Master Service Agreement	CA Financial Services	08/22/2024	Human Resources
Powin, LLC - Consulting Agreement with Slalom, Inc. (clean) - signed	Master Service Agreement	Slalom, Inc.	09/11/2024	
Transperfect - Powin - SOW - Portuguese Program (part 1) - 08.21.2024	Master Service Agreement	TransPerfect International LLC	08/21/2024	Office of Transformation
Ulinda Park - Powin - Praxis - Tech Escrow Agreement - 09.10.2024	Technology Escrow Agreement	Ulinda Park Project Co Pty Ltd	09/10/2024	Legal
Fedex - Powin LLC - Pricing Agreement - 9.6.2024	Master Service Agreement	Federal Express Corporation (FedEx)	09/06/2024	ISC
Ulinda Park_ESA_Deed_of_Amendment (Fully Executed Dated 29 August 2024)	ESA (Energy Storage Agreement)	Ulinda Park Project Co Pty Ltd	08/29/2024	Projects
Lone Star AR ESA - Second Amendment with Ex. CC - Fully Executed	ESA (Energy Storage Agreement)	Lone Star Solar, LLC	08/21/2024	Revenue
Acorn-I-First-Amendment-to-Powin-Acorn-I-Energy-Two-Party-Master-Escrow-Agreement-HL-2-21-2022.d	Technology Escrow Agreement	Praxis Technology Escrow	02/21/2022	
esVolta - Powin Energy Corp - Master Supply Agreement - 12.4.2017	Master Supply Agreement	esVolta LP	12/04/2017	Legal
Lone Star - Powin - First Amendment to A&R ESA (Fully Executed and Compiled)	ESA (Energy Storage Agreement)	Lone Star Solar, LLC	01/19/2024	Revenue
RES Global Energy Services S.L.U. - Powin LLC - ASP MSA 8.12.2024	Master Service Agreement - ASP	RES Energy Global Services, S.L.U.	08/12/2024	Projects
STR0400 - NovaSource - Powin - Limited Services Agreement - 07.03.2024	LTSA (Long Term Service Agreement)	Northstar Energy Management, LLC	07/03/2024	Revenue
Phillip Riley Projects - Powin AU - ASP MSA - 2024.docx	Master Service Agreement - ASP	Phillip Riley Projects Pty Ltd.	08/02/2024	Projects
Amendment to LTSA - Ameresco Viper (Fully Executed) - 08.02.2024	LTSA (Long Term Service Agreement)	Ameresco, Inc.	08/02/2024	Revenue
Santa Paula-Powin O&M First Amendment_07.13.2023	LTSA (Long Term Service Agreement)	Santa Paula Energy Storage, LLC	07/13/2023	Projects
Waratah ESA Deed of Amendment No 3 - Fully Executed dated 26 July 2024	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	07/26/2024	Projects
IANS - Powin - MSA - 06.21.2024	Master Service Agreement	The Institute for Applied Network Security, LLC	06/21/2024	Human Resources
Hummingbird_Powin_LTSA Amendment - 07.18.2024	LTSA (Long Term Service Agreement)	Hummingbird Energy Storage, LLC	07/18/2024	Projects
West Warwick I - Powin LTSA (Executed)	LTSA (Long Term Service Agreement)	West Warwick Energy Storage 1 LLC	07/12/2024	Revenue
Powin BHER - ESA - BHE0032 - Ravenswood Group 3 (executed, fully compiled)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	07/12/2024	Revenue
BHER Ravenswood and Powin MSA - BHE0030 (executed, fully compiled)	Master Supply Agreement	BHER Ravenswood Solar 1, LLC	07/12/2024	Revenue
Powin BHER - ESA - BHE0031 - Ravenswood Group 2 (executed, fully compiled)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	07/12/2024	Revenue
Powin BHER - ESA - BHE0030 - Ravenswood Group 1 (executed, fully compiled)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	07/12/2024	Revenue
Databricks - Powin - MSA - 07.15.2024	Master Service Agreement	Databricks, Inc.	07/18/2024	Office of Transformation
Re:Build AppliedLogix, LLC - Powin LLC - MSA - 06.05.2024	Master Service Agreement	Re:Build AppliedLogix, LLC	06/05/2024	Technology
3Drivers - Powin - Power of Attorney to 3Drivers Agreement for GAL0020 - Alcoutim - 06.14.2024	Framework Agreement	3drivers – Engenharia, Inovação e Ambiente, SA.	06/14/2024	Projects
Weifang Genius Electronics Co., Ltd - Powin, LLC - MSA - 03.20.2024	Master Supply Agreement	Weifang Genius Electronics Co., Ltd.	03/20/2024	ISC

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Clean Peak Energy BESS MSA - 20210217 Execution Version (Powin LLC CLEAN 032321) (005)	Master Supply Agreement	Clean Peak Energy (CPE)	02/17/2021	
Ormat - Powin - OTI040 Bottlenck - ESA Amendment #1 - 03.30.2023	ESA (Energy Storage Agreement)	Ormat Nevada, Inc.	03/30/2023	Projects
Service Stream - SOW_for_QA_Inspection - 05.31.2024	Master Service Agreement - ASP	Service Stream Energy and Water Pty Ltd	05/31/2024	Projects
Sunstreams 4 - Powin, LLC - LRD0082 - Second Amendment to ESA - 05.29.2024	ESA (Energy Storage Agreement)	Sun Streams Expansion, LLC	05/29/2024	Projects
Thomson Reuters - Powin - HighQ - Agreement - 06.15.2023	Master Supply Agreement	Thompson Reuters West Publishing Corporation	06/15/2023	Legal
Thomson Reuters - Powin - Document Intelligence Order Form- 06.15.2023	Purchase Order	Thompson Reuters West Publishing Corporation	06/15/2023	Legal
Hummingbird - ESV0220 - Powin - ESA Amendment No.1 - 06.03.2024	ESA (Energy Storage Agreement)	Hummingbird Energy Storage, LLC	06/03/2024	Projects
3Drivers – Powin - Agreement for the Appointment of Authorized Representative - 06.03.2024	Framework Agreement	3drivers – Engenharia, Inovação e Ambiente, SA.	06/03/2024	Projects
Yuma Solar LTSA - INV0490 (Executed May 15, 2024)	LTSA (Long Term Service Agreement)	Yuma Solar energy LLC	05/15/2024	Projects
REPT BATTERO Energy Co., Ltd. - Powin, LLC - DC Blocks MSA - 05.20.2024	Master Supply Agreement	REPT BATTERO Energy Co., Ltd.	05/20/2024	ISC
INV0031 - La Toba LNTP Letter Agreement (Compiled)(Executed)(May 20, 2024)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	MG HR S de R.L de CV	05/17/2024	Revenue
Spark Power Renewables USA - Powin - ASP MSA - 05.20.2024	Master Service Agreement - ASP	Spark Power Renewables USA Inc	05/20/2024	Projects
ACCURE - Powin - MOU - 05.01.2024	Memorandum of Understanding	Accure Battery Intelligence GmnH	05/14/2024	Technology
Service Stream Energy & Water Pty Ltd - Powin AU - Short-Form-Novation-Deed-ASP-MSA-05.13.2024	Master Service Agreement - ASP	Service Stream Energy & Water Pty Ltd	05/08/2024	Projects
Powin - UKG PRO MSA 12.3.21.docx	Master Service Agreement	UKG Inc.	12/19/2021	Human Resources
Powin - UKG PRO ORDER 12.3.21 Powin Executed	Purchase Order	UKG Inc.	12/03/2021	Human Resources
UKG-Powin Energy Corporation - Order; Document Manager - 10.7.22.docx	Purchase Order	UKG Inc.	10/12/2022	Human Resources
Cameron Wind 1, LLC - Powin - Augmentation ESA - Omnibus - 05.03.2024	ESA (Energy Storage Agreement)	Cameron Wind 1, LLC	05/03/2024	Revenue
Cameron Wind 1 - Powin - Amendment # 1 ESA - Omnibus - 05.03.2024	ESA (Energy Storage Agreement)	Cameron Wind 1, LLC	05/03/2024	Revenue
REPT Battero - Powin - Cell MSA - 05.01.2024	Master Supply Agreement	REPT Battero Energy Co., Ltd.	05/01/2024	ISC
Stowe Australia Pty Ltd - Powin AU - ASP MSA - 02.27.2024	Master Service Agreement - ASP	Stowe Australia Pty Ltd	02/27/2024	Projects
Cameron Wind 1, LLC-PRAXIS-Powin-Rider C-05.01.2024	Technology Escrow Agreement	Cameron Wind 1,, LLC	05/01/2024	Projects
Powin & EVE MSA for 2024-2026 - Effective 04.28.2024	Master Supply Agreement	EVE Power Co. Ltd.	04/28/2024	ISC
SunStreams4 - LRD0082 - First Amendment to ESA - 04.17.2024	ESA (Energy Storage Agreement)	Sun Streams Expansion, LLC	04/17/2024	Revenue
Powin Specified Technologies MSA - Fully Executed	Master Supply Agreement	Specified Technology Inc. (STI)	04/01/2024	ISC
Orr Protection - Powin LLC - ASP MSA - 03.14.2024	Master Service Agreement - ASP	Orr Protection Systems, Inc.	03/14/2024	Projects
DTE - DTE0021 Trenton Channel - Powin Notice to Proceed 4-3-2024	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	DTE Electric Company	04/03/2024	Projects
Powin - GTI - MOU signed 04.03.2024	Memorandum of Understanding	GTI Fabrication	02/22/2022	ISC
Apex - Cameron Wind - APE0010 Sabal Ingka - LTSA - 04.01.2024	LTSA (Long Term Service Agreement)	Cameron Wind 1, LLC	04/01/2024	Projects
Apex - Great Kiskadee - Powin - LTSA - 03.27.2024	LTSA (Long Term Service Agreement)	Great Kiskadee Storage, LLC	03/27/2024	Revenue

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Ebara - Powin - Manufacturing Services Agreement - 03.01.2024	Master Service Agreement	EBARA DENSAN (QINGDAO) TECHNOLOGY CO., LTD.	03/01/2024	ISC
Desert Quartzite - Powin - LTSA First Amendment - 3.20.2024	LTSA (Long Term Service Agreement)	Desert Quartzite, LLC	03/20/2024	Revenue
Desert Quartzite - Powin - ESA Amendment 001 and CO#4 - 03.20.2024	ESA (Energy Storage Agreement)	Desert Quartzite, LLC	03/20/2024	Revenue
Powin & EVE MSA Amendment No. 3 - signed 03.21.2024	Master Supply Agreement	EVE Asia Co., Limited; EVE Power Co., Ltd	03/21/2024	ISC
EBARA Densan - Powin - Free Issue Parts Agreement - 03.08.2024	Master Service Agreement	EBARA DENSAN (QINGDAO) TECHNOLOGY CO., LTD.	03/01/2024	ISC
Powin Energy Operating, LLC (PEO) - Powin, LLC - Intercompany Administrative Services Agreement - 03.21.2021	Master Service Agreement	Powin Energy Operating, LLC (PEO)	03/21/2021	Finance & Accounting
Powin UK Ltd - Powin, LLC - Intercompany Services Agreement - 05.15.2023	Master Service Agreement	Powin UK Ltd	05/15/2023	Finance & Accounting
Powin Energy Spain, SL - Powin, LLC - Intercompany Services Agreement - 04.13.2023	Master Service Agreement	Powin Energy Spain, SL	04/13/2023	Finance & Accounting
Powin Australia Pty Ltd - Powin, LLC - Intercompany Services Agreement - 02.13.2023	Master Service Agreement	Powin Australia Pty Ltd	02/13/2023	Finance & Accounting
Service Stream Utilities Pty Ltd - Powin Australia Pty Ltd - MSA - 3.4.2024	Master Service Agreement - ASP	Service Stream Utilities Pty Ltd	03/04/2024	Projects
SAFE Laboratories and Engineering Corp. - Powin, LLC - MSA - 10.26.2023	Master Service Agreement	SAFE Laboratories and Engineering Corp.	10/26/2023	Technology
Invenergy Powin - Amendment#1 LTSA - 02.21.2024	LTSA (Long Term Service Agreement)	Invenergy Services LLC	02/21/2024	Revenue
Crowe LLP - Powin, LLC - MSA for Clients - 06.23.2023	Master Service Agreement	Crowe LLP	06/23/2023	Human Resources
Powin CIMC-JV Supplemental Agreement for MSA - signed 02.29.2024	Master Service Agreement	Qingdao CIMC-Powin New Energy Technology Co., Ltd (CIMC - Powin)	01/10/2024	ISC
DTE - Trenton DTE0021 - Powin Tech Escrow Invoicing Agreement_02.23.2024	Technology Escrow Agreement	DTE Electric Company	02/23/2024	Projects
DTE - Trenton DTE0021 - Powin Rider C - 02.23.2023	Technology Escrow Agreement	DTE Electric Company	02/23/2024	Projects
PRAXIS-Powin-Munmorah Three Party Master Escrow Agreement - 02.22.2024	Technology Escrow Agreement	Munmorah Battery ProjectCo Pty Ltd	02/22/2024	Projects
Australia_Powin_and_CES_Services_Agreement_ Fully executed - 2.21.2024	Master Service Agreement	Clean Energy Services CES LLC (CES)	02/21/2024	Projects
Ayna AI LLC - Powin, LLC - MSA - 02.14.2024	Master Service Agreement	Anya AI LLC	02/14/2024	Human Resources
SMM Consulting Service Contract for Powin - signed 02.20.2024	Purchasing Agreement	SMM Information & Technology Co., Ltd.	02/20/2024	ISC
Waratah_ESA_Deed_of_Amendment_02.17.2024	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	02/17/2024	Projects
EKS - Powin - Global Master Products Supply Agreement - Oct. 23, 2023 Redacted Pow	Master Supply Agreement	EKS (Experience Knowledge, Strategy, S.L.)	10/23/2023	ISC
Powin & SMM Information Service Agreement - 02.06.2024	Master Service Agreement	Shanghai Metal Market	02/06/2024	ISC
Waratah ESA - Exhibit X 30March2023rev1 (AKE0060)	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	05/03/2023	Projects
Akaysha WSB - Record of agreement under Powin ESA and Exhibit X.3.30.2023v.1.docx	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	05/03/2023	Projects
Trenton ESA (fully executed, compiled with exhibits)	ESA (Energy Storage Agreement)	DTE Electric Company	01/24/2024	Revenue
Powin - TUV Rheinland (Shanghai) Co., Ltd. - MSA - 1.2.2024	Master Service Agreement	TUV Rheinland (Shanghai) Co., Ltd.	01/02/2024	ISC
Lonestar Amended and Restated ESA (fully executed, compiled) 9.15.2023	ESA (Energy Storage Agreement)	Lone Star Solar, LLC	09/15/2023	Revenue
STM0380_Watersprout - Powin - Limited Services Agreement _ Stem PO - 01.09.2024	LTSA (Long Term Service Agreement)	STEM / Mohave Power LLC	01/09/2024	Revenue
Socomec - Powin - Master Supply Agreement - 01.01.2024	Master Supply Agreement	Socomec Inc.	01/01/2024	ISC
Sunny Central Storage Data Sheet (2475-US)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Sunbelt_150kVA Aux_434Vprimary	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Powin Stacks Product Line Datasheet (DP-S 2021)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Powin Enclosure Product Line Datasheet (DP-E-2021)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
MP-S230P-01 Stack230P Product Manual Rev 2	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Sunny Central Storage Operating Manual	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Inverter Transformer Technical Requirements Rev 0	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
BESS Technical Requirements_Rev. C	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Exhibit C - FSI0050 Rabbitbrush 2 7-20-2021	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Powin Enclosure Product Manual (MP-ENCL-01)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
MP-SOS-MB StackOS-Modbus Product Manual Rev 0	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Sunny Central Storage Data Sheet (2475-US)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
MP-S230P-01 Stack230P Product Manual Rev 2	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Exhibit C - FSI0040 Rabbitbrush 1 7-20-2021	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Powin Enclosure Product Line Datasheet (DP-E-2021)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Powin Stacks Product Line Datasheet (DP-S 2021)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Sunny Central Storage Operating Manual	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Sunbelt_150kVA Aux_434Vprimary	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Powin Enclosure Product Manual (MP-ENCL-01)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
MP-SOS-MB StackOS-Modbus Product Manual Rev 0	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Inverter Transformer Technical Requirements Rev 0	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
BESS Technical Requirements_Rev. C	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	Revenue
Pulse - PCE0020_Overhill_ LTSA (fully executed)_12.23.2023	LTSA (Long Term Service Agreement)	PULSE CLEAN ENERGY SPV WATT LIMITED	12/22/2023	Revenue
Northern Reliability - PEC - Kia consulting agreement - 2018.07.10	Master Service Agreement	Northern Reliability	06/25/2018	Projects
Luminate - PEC - Prof.Services Agreement - 12.30.2020	Master Service Agreement	Luminate LLC	12/30/2020	Revenue
Libess - PEC - Services Agreement - 06.03.2019	Master Service Agreement	Libess Service	06/03/2019	Revenue
JS Renewable Energy - Powin - Professional Services Agreem - 10.11.2022	Master Service Agreement	JS Renewable Energy	10/11/2022	Technology
Intertek -Powin - MSA 7.21.2021	Master Service Agreement - ASP	Intertek Testing Services NA Inc.	07/21/2021	Revenue
iBase - Powin - PurchasingAgreement - 07.01.2020	Purchasing Agreement	iBase Gaming Inc.	07/01/2020	ISC
EKS - Powin - Global Master Products Supply Agreement - Oct. 23, 2023	Master Supply Agreement	Experience Knowledge Strategy, S.L. (EKS)	10/23/2023	Legal
Pulse _Overhill_PCE0020_ESA - Powin (fully executed)_12.22.2023	ESA (Energy Storage Agreement)	Pulse	12/22/2023	
Bergstrom, Inc. - Powin, LLC - MSA - 12.01.2023	Master Supply Agreement	Bergstrom Inc.	12/01/2023	ISC
DesertQuartzite_Powin_LTSA_12.12.2023-FullyExecuted	LTSA (Long Term Service Agreement)	Desert Quartzite	12/12/2023	Revenue

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Pulse Clean Energy SPV Watt Limited - Powin, LLC - LNTP Amendment No. 2 - 12.01.2023	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Pulse Clean Energy SPV Watt Limited	12/01/2023	Projects
Xiamen Hithium Energy Storage Technology Co, Ltd. - Powin - MSA - 12.15.2023	Master Supply Agreement	Xiamen Hithium Energy Storage Technology Co., Ltd.	01/01/2024	ISC
Strativ Group - Powin, LLC - MSA ASP Installation Work - 12.01.2023	Master Service Agreement - ASP	Strativ Group	12/01/2022	Projects
Sonic Systems International, LLC dba Amperion - Powin, LLC - MSA ASP - 04.17.2023	Master Service Agreement - ASP	Sonic Systems International, LLC dba Amperion	04/17/2023	Projects
GreEnergy Resources, LLC - Powin, LLC - ASP Site Manager Services - 01.05.2023	Master Service Agreement - ASP	GreEnergy Resources, LLC	01/05/2023	Projects
Clean Energy Services CES LLC - Powin, LLC - ASP Site Manager Services - 12.13.2022	Master Service Agreement - ASP	Clean Energy Services CES LLC (CES)	12/13/2022	Projects
PRAXIS - Powin - El Sol Energy Storage Rider C Final.docx	Technology Escrow Agreement	El Sol Energy Storage LLC	12/05/2023	Projects
PRAXIS - Powin - Yuma Solar Energy Rider C Final.docx	Technology Escrow Agreement	Yuma Solar Energy LLC	12/05/2023	Projects
INV0111- El Sol - Powin - Technology Escrow Invoicing Agreement - 12.05.2023 (fully executed)	Technology Escrow Agreement	El Sol Energy Storage LLC	12/05/2023	Projects
INV0490 - Yuma - Powin Tech Escrow Invoicing Agreement - 12.5.2023 (fully executed)	Technology Escrow Agreement	Yuma Solar Energy LLC	12/05/2023	Projects
JMS Wind Energy, Inc. - Powin, LLC - ASP Master Service Agreement - 01.19.2023	Master Service Agreement - ASP	JMS Wind Energy, Inc.	01/19/2023	Projects
Logicalis - Powin, LLC - Service Agreement - 12.08.2023	Master Service Agreement	Logicalis	12/08/2023	Human Resources
GAL0020_Alcoutim ESA 12.4.2023 (Fully executed, compiled)	ESA (Energy Storage Agreement)	GALP PARQUES FOTOVOLTAICOS DE ALCOUTIM	12/04/2023	
IOActive Inc. - Powin, LLC - MSA 11.22.2023	Master Supply Agreement	IOActive, Inc	11/22/2023	Human Resources
Apex - Angelo-Powin - Long Term Services Agreement (11_17_2023)	LTSA (Long Term Service Agreement)	Angelo Storage LLC	11/17/2023	
Amended and Restated LNTP - Hemingway Expansion (Executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Idaho Power Comapny	05/19/2023	Revenue
SUN0050_SunGrid_Kruger HMLP_Order Letter_12JUN2020 - R2 - 2020.06.16 - signed SG	Purchase Order			
Powin_LTSA Proposal_Solvida_Putah Creek_SDA0000_08DEC2022_Signed	LTSA (Long Term Service Agreement)	Putah Creek Solar Farms, LLC	12/08/2022	
Bottleneck LTSA (fully executed)	LTSA (Long Term Service Agreement)	Ormat Nevada, inc.	11/03/2023	Projects
MPI0090 - Wilson - Services Agreement 20190620	LTSA (Long Term Service Agreement)	Strata Solar Services, LLC	08/22/2019	
Termination Agreement - Framework Agreement (fully executed, compiled w_ appendices)	Framework Agreement	Longroad BESS Procurement, LLC	12/09/2022	
CPE - Powin LNTP 070720 (2)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	CPE Funding Pty Ltd	07/07/2020	Revenue
JMA0030 - Jema - Flexitranstore - PO - 12.20.2018	Purchase Order	Jema Energy S.A		
LNTP Letter Agreement Fully Assembled-AMP0194, AMP0195, AMP0196 (3-21-22)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	AMP Solar Development Inc.	03/21/2022	Revenue
Poblano -Escrow_Invoicing_Agreement (Poblano) - 11.3.2023	Technology Escrow Agreement	Poblano Energy Storage, LLC	11/03/2023	Legal
Exhibit U STR0040 Escrow_Agreement PRAXIS Rider C Poblano 11.3.2023	Technology Escrow Agreement	Poblano Energy Storage, LLC	11/03/2023	Legal

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Waratah - Energy Supply Agreement (ESA) - Deed of amendment -11.3.2023	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	11/03/2023	Projects
Exhibit U STR0040 Escrow_Agreement PRAXIS Rider C EPC Services Company 11.3.2023	Technology Escrow Agreement	EPC Services Company	11/03/2023	Projects
Poblano -Escrow_Invoicing_Agreement (EPC Contractor) - 11.3.2023	Technology Escrow Agreement	EPC Services Company	11/03/2023	Projects
Hummingbird - Exhibit Y - ESV0220 - IP Escrow Agreement - PRAXIS Rider C.docx	Technology Escrow Agreement	Hummingbird Energy Storage, LLC	10/01/2022	
PCE0020 - Overhill - Pulse - Amendment to LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	PULSE CLEAN ENERGY SPV WATT LIMITED	10/30/2023	Revenue
STM0576 - Sharon - Negroni 2 - Purchase Order (compiled, fully executed)	Purchase Order	Stem, Inc.	10/13/2023	
Amp LTSA Update to Form LTSA 4.3 - 3R (fully executed, compiled)	LTSA (Long Term Service Agreement)	ASD THREE RIVERS MA SOLAR LLC	09/18/2023	
Amp LTSA Update to Form LTSA 4.3 FRS (fully executed, compiled)	LTSA (Long Term Service Agreement)	FORT RIVER SOLAR 2 LLC	09/18/2023	
Amp LTSA Update to Form LTSA 4.3 Cotuit (fully executed, compiled)	LTSA (Long Term Service Agreement)	ASD COTUIT MA SOLAR LLC	09/18/2023	
Powin BHER ESA - BHE0021 Solar Star 4 (fully executed)	ESA (Energy Storage Agreement)	Solar Star 4, LLC	08/31/2023	
Powin BHER ESA - BHE0020 Solar Star 3 (fully executed) (1)	ESA (Energy Storage Agreement)	Solar Star 3, LLC	08/31/2023	
LTSA - Ameresco - Hampden (fully compiled, fully executed)	LTSA (Long Term Service Agreement)	Hampden Landfill Solar LLC	07/31/2023	Projects
PCE0020 - Overhill - LNTP (executed, compiled)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	PULSE CLEAN ENERGY SPV WATT LIMITED	08/04/2023	Revenue
(EDF0570 - EDF Test Cell PO) 4500138514	Purchase Order	EDF Renewables		
IPC - Powin Black Mesa et al Omnibus LTSA (executed, compiled)	LTSA (Long Term Service Agreement)	Idaho Power Comapny	08/21/2023	Projects
20210714_AESC_Battery Cell Master Supply Agreement_EXECUTED	Master Supply Agreement	Envision Ruitai Dynamics Technology (Shanghai) Co., Ltd.	07/07/2021	ISC
DocuSign Purchase Order_PO-2544_1625027641312	Purchase Order	DocuSign Inc.	06/30/2021	Legal
DocuSign Inc - Powin LLC - Order Form - 03.31.2023	Purchase Order	DocuSign Inc	03/30/2023	Legal
DocuSign Inc - Powin LLC - Order Form - 2021	Purchase Order	DocuSign Inc.	06/21/2021	Legal
Descartes - Powin, LLC - GLN Services Agreement (ISF) - 2022	Master Service Agreement	Descartes Systems (USA) LLC	02/03/2022	ISC
CT Corp - PEC - CT Assurance Agreement 2022 - COUNTERSIGNED	Master Service Agreement	CT Corporation System	10/07/2022	Legal
Powin & AESC MSA - Effective 10.01.2023	Master Supply Agreement	AESC US, LLC.	10/01/2023	ISC
Powin PEC 3P Escrow Agreement 180303	Technology Escrow Agreement	PPA Grand Johanna	03/15/2018	
Reliance - Powin - MOU - 09062023	Memorandum of Understanding	Reliance Industries Limited	09/06/2023	ISC
QPO - Powin - Agreement 8.8.2023	Purchasing Agreement	QPO Energy, LLC	08/08/2023	ISC
PO Box Services Proposal - POWIN ENERGY SPAIN SLU - Gestiona T - 20230403	Master Service Agreement	Grupo Gestiona T	01/03/2023	Human Resources
AT&T - Powin Professional Consulting Agreement October 2023	Master Service Agreement	AT&T Corp	10/05/2023	Human Resources
PRAXIS Rider C Great Kiskadee Storage, LLC	Technology Escrow Agreement	Great Kiskadee Storage, LLC	12/20/2022	
PRAXIS Rider C - Chaparral Springs - Powin.docx	Technology Escrow Agreement	Chaparral Springs, LLC		
PRAXIS Rider C (Angelo Storage, LLC	Technology Escrow Agreement	Angelo Storage LLC	12/20/2022	
PRAXIS-Powin-Desert-Quartzite-signed-Rider-C	Technology Escrow Agreement	Desert Quartzite, LLC	12/06/2022	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
PRAXIS Rider C - Rabbitbrush Solar, LLC	Technology Escrow Agreement	Rabbitbrush Solar, LLC		
PRAXIS Rider C - Arrow Canyon Solar	Technology Escrow Agreement	Arrow Canyon Solar, LLC		
Powin-Rider-C-Tranquility-Project.docx	Technology Escrow Agreement	SP Tranquility Solar Storage LLC		
Powin-Rider-C-Garland-Project.docx	Technology Escrow Agreement	SP Garland Solar Storage LLC		
Arizona Mechanics Lien Waiver Forms (Statutory) Powin FINAL - Exh.Q-1	ESA (Energy Storage Agreement)	Sun Streams Expansion, LLC		Projects
Powin-Energy-Ontario-Storage-First-Amendment-to-Powin-Energy-Ontario-Storage-Two-Party-Master-Escr-signed	Technology Escrow Agreement	Powin Energy Ontario Storage II, LP	05/17/2022	
12.26.21 Powin Rider C - Triple Butte LLC (Jupiter cmts) - FINAL (1)	Technology Escrow Agreement	Triple Butte LLC		
12.26.21 Powin Rider C - Swoose LLC (Jupiter cmts) - FINAL (1)	Technology Escrow Agreement	Swoose LLC		
12.26.21 Powin Rider C - Flower Valley LLC (Jupiter cmts) - FINAL (1)	Technology Escrow Agreement	Flower Valley LLC		
Exhibit U - AKE0060 - PRAXIS Rider C - (Final) (1) (1).docx	Technology Escrow Agreement	MUNMORAH BATTERY PROJECTCO PTY LTD;	12/12/2022	
Exhibit X2 - IDP0061 - Powin Tech Escrow Invoicing Agreement_execution_v	Technology Escrow Agreement	Idaho Power Comapny	09/14/2023	Projects
PRAXIS - PEC - Charger-Two-Party-Master-Escrow - 6.21.2018 (Powin Energy Ontario Storage II Rider C)	Technology Escrow Agreement	Praxis Technology Escrow	06/21/2018	Legal
PRAXIS - Powin Idaho Power Company Rider C Final.docx	Technology Escrow Agreement	Idaho Power Comapny	09/14/2023	
20191113 Praxis Rider C Acorn (esVolta PEC Executed)	Technology Escrow Agreement	Acorn I Energy Storage LLC	10/01/2019	
PRAXIS Rider C Wildcat - FINAL.docx	Technology Escrow Agreement	Wildcat I Energy Storage LLC	11/25/2019	
Serrano - Invoicing Agreement (IP Escrow) _8.8.2023 execution version	Technology Escrow Agreement	Serrano Solar, LLC	08/23/2023	
Coffman_Powin_Full MSA_2021_Clean CEI sig.pdf_signed_2021.12.17.23.39.32	Master Service Agreement	Coffman Engineers Incorporated	12/01/2021	ISC
Powin PO 5326 - Code Unlimited_Final Revision	Purchase Order	Code Unlimited LLC	11/15/2022	ISC
Professional Services Agreement -Powin and Billion	Master Service Agreement	Billion Electric Co., Ltd.	09/27/2022	ISC
MSA - Ameresco - POWIN CONTRACT - FINAL 9-8-2022.pdf_signed_2022.09.11.10.49.03	Master Service Agreement - ASP	Ameresco Inc	09/02/2022	
2017.04.21 - KSAndCo_MSA_Addendum_Q1_2017	Master Service Agreement	Kieckhafer, Schiffer & Company LLP	04/21/2017	
Powin - ACE Battery PFA - FINAL CLEAN - 03.14.2023	Framework Agreement	Shenzhen ACE Battery Co., Ltd.	03/14/2023	ISC
Q221028-1_MSA_ ACCURE Inc_Powin_final.docx (1)	Master Service Agreement	Accure	10/28/2022	
Clean Peak Energy BESS MSA - 20210217 Execution Version - CPE signed	Master Supply Agreement	CPE Funding Pty Ltd	02/17/2021	
AMR Framework	Framework Agreement	Ameresco Inc	04/29/2022	
Akaysha Framework Agreement_Term Sheet - Executed_2022.03.04	Framework Agreement	Akaysha Energy Pty Ltd	03/01/2022	
SUN0030-3 Order Letter- Kruger 072319 (executed)	Purchase Order	SunGrid Solutions Inc.	07/24/2019	
MSA Stem - Powin (EXECUTED w PGs and LTSA v2)	Master Supply Agreement	Stem, Inc.	09/02/2020	
SS4 - Invoicing Agreement (IP Escrow) 2023.08.23	Technology Escrow Agreement	Sun Streams Expansion LLC	08/23/2023	
PRAXIS - Powin Serrano Solar Rider C Final.docx	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	08/23/2023	
PRAXIS - Sun Streams PVS 4 - Rider C Final.docx	Technology Escrow Agreement	Sun Streams Expansion, LLC	08/23/2023	
2017.03.30 - Tolling Agreement Fully Executed	Purchasing Agreement	San Diego Gas & Electric Company	03/30/2017	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
2017-09-01 SCE-POWIN Goleta ESS1 FINAL EXECUTED	ESA (Energy Storage Agreement)	Southern California Edison Company	09/01/2017	
Termination of LNTP_Angiola SBE0010.docx_signed_2022.06.21.20.39.07	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Angiola East, LLC	06/21/2022	
Termination of LNTP_Angiola SBE0010.docx_signed_2022.06.08.15.28.08	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Angiola East, LLC	06/08/2022	
PO# 192 - Powin Energy - Schaeffler	Purchase Order	Saturn Power Inc.	04/06/2018	
20191209 - Prisma - Powin MSA_Fully Executed	Master Service Agreement	Prisma Energy Solutions LLC		
3.4.5 Charger - Amended and Restated BESA (PPA Grand Johanna) [EXECUTED]	ESA (Energy Storage Agreement)	PPA Grand Johanna LLC	12/04/2017	
PPA_Energy Storage_RA Only (After Online Date)_2016-08-05_EXECUTED	Purchasing Agreement	Southern California Edison Company	08/05/2016	
Grissom_1st Amendment to PPA_Fully Executed_1.9.2020	Purchasing Agreement	Grissom Solar, LLC	01/09/2020	
Grissom_2nd Amendment to PPA_Fully Executed_ 5.20.2020	Purchasing Agreement	Grissom Solar, LLC	05/20/2020	
Grissom_Power Purchase Agreement_09.06.2018	Purchasing Agreement	North Carolina Electric Membership Corporation	09/06/2018	
Ormat - Powin - OTI0040 - Bottleneck - ESA Amendment #1 - 05.10.2022	ESA (Energy Storage Agreement)	Ormat Nevada Inc	03/15/2022	
20201026 - RTC0020 Garland Executed Supply Agreement	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc.	10/26/2020	
Tranquillity LTSA Powin Amendment 3 - Availability Calculations (Execution Version 12.8.22).pdf_signed_2022.12.22.09.23.39	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas Inc	12/08/2022	
Garland LTSA Powin Amendment 3 - Availability Calculations - 12.08.2022	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas Inc	12/08/2022	
LNTP 1-2 Payment Release Lien Waivers - Hecate Johanna - Signed 6-22-2020	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc.	06/22/2020	
Hecate - LNTP2 Amendment #1 - PECexec	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc.	07/02/2020	
PO Windsor PS00010871	Purchase Order	MITSUBISHI ELECTRIC POWER PRODUCTS, INC (MEPPI)	12/19/2018	
PO Sarnia PS00010872	Purchase Order	MITSUBISHI ELECTRIC POWER PRODUCTS, INC (MEPPI)	12/19/2018	
PRAXIS-Powin Two Party Master Escrow Agreement - Final 12-17-19.docx	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	12/17/2019	Technology
Powin - REPT - MOU for Indonesia Opportunity - signed 08.14.2023	Memorandum of Understanding	REPT BATTERO Energy Co., Ltd	08/01/2023	ISC
W. Columbia - Praxis - POWIN - Three Party Technology Escrow Agreement wEX B FINAL	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	09/26/2019	
SP_Powin_Praxis_Escrow Agreement Amendment202203_FE (1)	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	03/01/2022	
Amendment 2 for MAV6 Subcontract .pdf_signed_2022.03.01.21.48.30	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc.	02/08/2022	
Powin - Desay Battery PFA - FINAL CLEAN - 03.15.2023	Framework Agreement	Huizhou Desay Battery Co., Ltd.	03/15/2023	ISC
APE0070 - Powin Tech Escrow Invoicing Agreement_Executable.docx.pdf_signed_2022.12.21.07.32.07	Technology Escrow Agreement	Great Kiskadee LLC	12/20/2022	
APE0060 - Powin Tech Escrow Invoicing Agreement_Executable.docx.pdf_signed_2022.12.21.07.29.30	Technology Escrow Agreement	Angelo Storage LLC	12/20/2022	
PO - Powin - Wallum - final (corrected)	Purchase Order	Amp Solar US Services LLC	08/28/2020	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Oak_Hill_2-Assignment_of_Rights_under_Purchase_Order_(amp_9-3-21)-Execution	Purchase Order	Oak Hill Solar 2 LLC	09/03/2021	
Oak_Hill_1-Assignment_of_Rights_under_Purchase_Order_(amp_9-3-21)-Execution	Purchase Order	Oak Hill Solar 1 LLC	09/03/2021	
AKA0010 - Amendment 1 - 4 March 22_AKA Fully Executed	ESA (Energy Storage Agreement)	Aspin Kemp & Associates Inc	12/23/2021	
Powin 20191028 - PEC BESA - Base v.9 (PEC Executed 06.11.21) - Ventura	ESA (Energy Storage Agreement)	Powerflex Systems, Inc.	06/11/2021	
KIA0000 - Purchase Agreement - MEPPI and Powin	Purchasing Agreement	Mitsubishi Electric Power Products, Inc. (MEPPI)	08/29/2018	
Rider-C-Powin-KCE-TX-Holdings-2020-Operating-Projects-NRF-12.31.DOCX	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	01/13/2021	
Rider-C-KCE-Powin-PEC-Construction-ProjectsNRF-12.31.DOCX	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC		
Rider-C-KCE-Powin.docx	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC		
PRAXIS - Powin - Sun Streams PVS Rider C executed	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	07/24/2023	
PRAXIS - Ulinda Park - Exhibit U - AKE0010 Rider C -executed	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	07/25/2023	
Powin & BQC MSA - signed 08.01.2023	Master Supply Agreement	Shenzhen Baiqiancheng Electronic Co.,Ltd		ISC
TPE0010 - Purchase Order	Purchase Order	TPE Energy, Inc.	10/27/2020	
TPE 0080_Powin_Form_BESA_TPE_225_TPE0	ESA (Energy Storage Agreement)	TPE Energy, Inc.	11/18/2021	
TPE 0070_Powin_Form_BESA_TPE_230P_TPE	ESA (Energy Storage Agreement)	TPE Energy, Inc.	11/18/2021	
Three Rivers - AMP0196 - BESA (fully executed)	ESA (Energy Storage Agreement)	AMP Solar US Services LLC	07/28/2022	
Sunstreams 3 - Limited Notice to Proceed (Executed fully assembled)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Sun Streams PVS, LLC	09/12/2022	
SUN0040 - SunGrid - Small Fry - OL	Purchase Order	Sungrid Solutions	08/08/2019	
Strata-Powin MSA Term Sheet 07-07-22 Fully Executed	Master Supply Agreement	Strata Solar, LLC	07/07/2022	
Strata Poblano LNTP (executed, compiled) (2)_small	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Poblano, Energy Storage, LLC	12/19/2022	
Strata Poblano ESA (fully executed and compiled)	ESA (Energy Storage Agreement)	Poblano Energy Storage, LLC	04/17/2023	
STR0010 - GUC Evans Substation - Services Agreement	LTSA (Long Term Service Agreement)	Strata Solar, LLC	10/27/2020	
STR0010 - GUC Evans Substation - BESA	ESA (Energy Storage Agreement)	Strata Solar, LLC	03/27/2020	
STM0913-BWV_Palmer_Sykes_Purchase_Order_11953_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0912-BWV_Douglas_Oak_Purchase_Order_11958_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0911-BWV_Dighton_Tremont_Purchase_Order_11957_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
Yuma Supply Agreement (executed, compiled with exhibits)	ESA (Energy Storage Agreement)	Yuma Solar Energy LLC	05/19/2023	
YUMA PCS LNTP Letter Agreement (fully executed 3.13.23)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Yuma Solar Energy LLC	03/13/2023	
Ysolar_PO_Leader_20210824	Purchase Order	Leader Energy Storage Technology Co., Ltd	08/24/2021	
Willow Springs - ESSA - FULLY COMPILED AND EXECUTED - 7-27-2022_small	ESA (Energy Storage Agreement)	Chaparral Springs, LLC	07/27/2022	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
WEG0020 - Demo Stack225 - Purchase Order	Purchase Order	WEG Electric Corp	02/24/2020	
WEG0020 - Demo Stack225 - PO	Purchase Order	WEG Electric Corp	01/28/2020	
TX11 CSA Amendment 1 dually signed	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	06/14/2022	
STM0652-Dark_N_Stormy_II_Purchase_Order_11633_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0651-Dark_N_Stormy_I_Purchase_Order_11634_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0572-Velvet_Mite_CPR_Purchase_Order_12288_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0571-Velvet_Mite_TR_Purchase_Order_12285_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0578-Velvet_Mite_SD_Purchase_Order_12283_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0577-Velvet Mite ML Purchase Order 12282 (assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0576-Velvet_Mite_MR_Purchase_Order_12287_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0574-Velvet_Mite_BR_Purchase_Order_12284_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0573-Velvet_Mite_QR_Purchase_Order_12286_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0493-Mosquito_III_Purchase_Order_11635_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0492-Mosquito_II_Purchase_Order_11637_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023	
STM0491-Mosquito_I_Purchase_Order_11636_(assembled)(1)_small	Purchase Order	Stem, Inc.	03/08/2023	
Southern TQ_MPA LTSA - Powin Subcontract - 6-30 - Fully Executed	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	06/28/2021	
Southern Garland_MPA LTSA Powin Subcontract 6-30 - Fully Executed	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	06/28/2021	
Sol System - BESS Supply Agreement (Fully executed)	ESA (Energy Storage Agreement)	SCS Van Wyck 012823 Croton On Hudson, LLC	11/23/2021	
Slocum ESA (fully executed, compiled)	ESA (Energy Storage Agreement)	DTE Electric Company	12/15/2022	
Signed LES0010 BESA	ESA (Energy Storage Agreement)	Leader Energy Storage Technology Co., Ltd	09/30/2022	
SBE0010 Angiola LNTP (executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Angiola East, LLC	03/17/2022	
Santa Paula OMA (Executed)	LTSA (Long Term Service Agreement)	Santa Paula Energy Storage, LLC	10/21/2021	
Santa Paula BESA Powin - esVolta (Executed)	ESA (Energy Storage Agreement)	Santa Paula Energy Storage, LLC	10/21/2021	
RCT0030 - Tranquillity - BESSA - 20201123	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	11/23/2020	
Rabbitbrush 2 - Leeward - Powin BESA SA (executed)[71635]	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	
Rabbitbrush 1 - Leeward - Powin BESA SA (executed) (1)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021	
Quote - QPO0030 (Richard Signed)	Purchase Order	QPO Energy, LLC	10/14/2021	
Quote - QPO0010-QPO Taiwan (Richard Signed)	Purchase Order	QPO Energy, LLC	10/01/2021	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Purchase Order 10711 Powin 20210603 V3 (002) - signed	Purchase Order	Stem, Inc.	06/08/2021	
Purchase Order 10459 20210210 Stem - Fully Assembled - Fully Executed 20210308	Purchase Order	Stem, Inc.	02/28/2021	
Purchase Order 10425 20210114 Stem Signed	Purchase Order	Stem, Inc.	01/14/2021	
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage III, LLC.docx	Technology Escrow Agreement	Convergent Energy and Power LP		
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage II, LLC.docx	Technology Escrow Agreement	Convergent Energy and Power LP		
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage I, LLC.docx	Technology Escrow Agreement	Convergent Energy and Power LP		
PPS0000 - Silver Oak - PO	Purchase Order	Pure Power Solutions, Inc.	02/27/2018	
Powin-LRE Sunstreams ESA (fully executed, compiled w exhibits)	ESA (Energy Storage Agreement)	Sun Streams PVS, LLC	12/09/2022	
Powin_LTSA_Az_Sun_El_Sol_Orangeville_FINAL	LTSA (Long Term Service Agreement)	Invenergy Services LLC	03/01/2022	
Powin_Akaysha_Waratah_LTSA_(compiled_fully_executed)	LTSA (Long Term Service Agreement)	Munmorah Battery ProjectCo Pty Ltd	12/16/2022	
Powin Project Addendum Hannover (FINAL PROJECT ADDENDUM 05.25.21) - CLEAN Fully Executed	Master Supply Agreement	Mitsubishi Electric Power Equipment, Inc. (MEPPI)	05/25/2021	
Powin Master Agreement 5-25-21 (FINAL MAIN BODY 05.25.21) - CLEAN Fully Executed	Master Supply Agreement	Mitsubishi Electric Power Products, Inc. (MEPPI)	05/25/2021	
Town of La Grange - Powin - LTSA - 06.30.2021	LTSA (Long Term Service Agreement)	La Grange, an Incorporated North Carolina Town	06/30/2021	
Powin LTSA - Bruce Power - 20230501 fully executed	LTSA (Long Term Service Agreement)	Saturn Battery I LP	05/01/2023	
Powin LNTP - NY ESRT Equipment and Schedule Form (executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Powerflex Systems, Inc.	02/25/2022	
Powin LNTP - CSU Fullerton Equipment and Schedule Form (executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Powerflex Systems, Inc.	02/25/2022	
Powin Executed MSA Stem - Powin 1st Restated - 20220914 Execution Version - FE	Master Supply Agreement	Stem, Inc.	09/14/2022	
Powin APS - Project Contract (Paloma & Cotton Center) (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021	
Powin APS - Project Contract (Hyder 1 & Hyder 2) (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021	
Powin APS - Project Contract (Gila Bend 1 & Gila Bend (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021	
Powin APS - Project Contract (Foothills 1 & Foothills 2) (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021	
Powin APS - Project Contract (Desert Star) (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021	
Powin 20191028 - PEC BESA - Base v.9 (PEC Executed 06.11.21) - Thousand Oaks	ESA (Energy Storage Agreement)	Powerflex Systems, Inc.	06/11/2021	
Powin - LRD Serrano ESA (fully executed assembled with exhibits)	ESA (Energy Storage Agreement)	Serrano Solar, LLC	05/05/2023	
Powin - IPC BESA - IDP0070 (Melba) (executed)	ESA (Energy Storage Agreement)	Idaho Power Company	12/28/2021	
Powin - IPC BESA - IDP0050 (Elmore) (executed)	ESA (Energy Storage Agreement)	Idaho Power Company	12/28/2021	
Powin - IPC BESA - IDP0030 (Filer) (executed)	ESA (Energy Storage Agreement)	Idaho Power Company	12/28/2021	
Powin - IPC BESA - IDP0010 (Weiser) (executed)	ESA (Energy Storage Agreement)	Idaho Power Company	12/28/2021	
Powin - CEP BESA - WWIII (Executed)[94637]_small	ESA (Energy Storage Agreement)	Convergent Energy and Power LP	02/16/2022	
Powin - CEP BESA - WWII (Executed)[94638]_small2	ESA (Energy Storage Agreement)	Convergent Energy and Power LP	02/16/2022	
Powin - CEP BESA - WWI (Executed)[94575]_small	ESA (Energy Storage Agreement)	Convergent Energy and Power LP	02/16/2022	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Powin - AKA0010 BESA (EXECUTED)	ESA (Energy Storage Agreement)	AKA Group	12/23/2021	
PO2022-001-Powin	Purchase Order	Leader Energy Storage Technology Co., Ltd	03/03/2022	
PO003 - Quilhurst	Purchase Order	QPO Energy, LLC	10/14/2021	
PO001 - Taiwan	Purchase Order	QPO Energy, LLC	10/14/2021	
PO 4415070665 R5	Purchase Order	Honeywell Limited - HPS CA	12/01/2020	
PNM Rio Del Oro - LNTP(Fully Executed) (1)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Public Service Company of New Mexico	03/09/2023	
PNM Powin - South Valley EPA (fully executed, compiled with exhibits)[203748]	ESA (Energy Storage Agreement)	Public Service Company of New Mexico	05/01/2023	
PGR0020 - Rochester - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Pine Gate Renewables, LLC	10/06/2020	
PGR0010 - Tremont - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Pine Gate Renewables, LLC	10/06/2020	
PGE0010 - PGE- BPSC - PO	Purchase Order	Portland General Electric (PGE)	10/07/2019	
PEC to PEOS II Battery Equipment supply Agreement	ESA (Energy Storage Agreement)	Powin Energy Ontario Storage, LLC	07/01/2017	
PAC0010 - Klamath Falls -Materiasl Supply and Installation Contract - EC	ESA (Energy Storage Agreement)	Pacificorp	10/06/2021	
PAC0010 - Klamath Falls - NTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Pacificorp	10/07/2021	
Ormat Equipment Supply Agreement (executed)_small	ESA (Energy Storage Agreement)	Ormat Nevada Inc.	03/15/2022	
BESA Or Haner	ESA (Energy Storage Agreement)	Auto-Chen Ltd	06/09/2021	
OPL0010 - EPC Integration for Opalco by SunGrid	Purchase Order	Orcas Power & Light Cooperative (OPALCO)	12/04/2019	
OPL0010 - Decatur EPC Agreement - 20190712	ESA (Energy Storage Agreement)	Orcas Power & Light Cooperative (OPALCO)	07/12/2019	
Oak Hill 2 Powin PO	Purchase Order	Amp Solar US Services LP	01/25/2021	
Oak Hill 1 Powin PO	Purchase Order	Amp Solar US Services LP	01/25/2021	
Novasource - Powin Limited Services Agreement.docx	LTSA (Long Term Service Agreement)	Northstar Energy Management, LLC	02/27/2023	Projects
NIS0040 - NIDEC - Disney Bahamas - PO	Purchase Order	Nidec ASI S.p.A.	05/29/2019	
BESA Nir Yitzac 3	ESA (Energy Storage Agreement)	Auto-Chen Ltd	06/09/2021	
BESA Nir Yitsac 2	ESA (Energy Storage Agreement)	Auto-Chen Ltd	06/09/2021	
Neat Mordechai - ESA - 6.9.2021	ESA (Energy Storage Agreement)	Auto-Chen Ltd	06/09/2021	
MTA-45002234641	Purchase Order	Mesa Technical Associates, Inc.	10/01/2019	
Millikan - PPA Grand Johanna - O&M Agreement	LTSA (Long Term Service Agreement)	PPA Grand Johanna LLC	12/04/2017	
MidAm ESS Supply Agreement FINAL 10.3.18_Fully Executed	ESA (Energy Storage Agreement)	Invenergy Storage Development LLC	10/02/2018	
MHP0230 - KCE TX23 - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	07/16/2020	
MHP0230 - KCE TX 23 - BESSA - MPA	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020	
MHP0120 - KCE TX12 - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	07/16/2020	
MHP0120 - KCE TX 12 - BESSSA - MPA	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
MHP0110 - KCE TX11 - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	07/16/2020	
MHP0110 - KCE TX 11 - Service Agreement	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	05/19/2021	
MHP0110 - KCE TX 11 - BESSA - MPA	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/15/2020	
MHP0010 - Fredonia - PO	Purchase Order	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	03/25/2020	
MHP0010 - Fredonia - Order Letter	Purchase Order	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	03/05/2020	
MEP0020 - ITC Test Bed - MSA	Master Supply Agreement	Mitsubishi Electric Power Products, Inc. (MEPPI)	02/27/2019	
Mav6 Powin LTSA - 20210719 Fully Executed	LTSA (Long Term Service Agreement)	Maverick Solar 6, LLC	07/19/2021	
LTSA_-_GOElectric_-_Confederation_College_(Powin_2023-01-17_-_Fully_Compiled)	LTSA (Long Term Service Agreement)	Go Electric, Inc	02/02/2023	
LRE (Longroad)-Powin Definitive Framework Agreement (Executed)	Framework Agreement	Longroad BESS Procurement LLC	01/07/2022	
LRE - Powin - Rabbitbrush 2 Battery LTSA - 03.18.2022	LTSA (Long Term Service Agreement)	Rabbitbrush Solar, LLC	03/18/2022	
LRE - Powin - Rabbitbrush 1 Battery LTSA - 03.18.2022	LTSA (Long Term Service Agreement)	Rabbitbrush Solar, LLC	03/18/2022	
Longroad SS4 ESA (assembled, fully executed)_small	ESA (Energy Storage Agreement)	Sun Streams Expansion, LLC	03/10/2023	
Long Term Services Agreement for ESS between Chaparral Springs, LLC and Powin, LLC for the Willow Springs Solar 3 project (fully	LTSA (Long Term Service Agreement)	Chaparral Springs, LLC	08/08/2022	
Long Term Services Agreement for ESS between Chaparral Springs, LLC and Powin, LLC for the Chaparral Solar project (fully execut	LTSA (Long Term Service Agreement)	Chaparral Springs, LLC	08/08/2022	
Lonestar ESA - SCL0020 (fully executed, compiled with all exhibits)	ESA (Energy Storage Agreement)	Lone Star Solar, LLC	05/01/2023	
LNTP_DYN0108_POWIN (051022) CLEAN - fully executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Dynapower Company, LLC	05/10/2022	
LNTP_DYN0107_Powin_05.092022 Clean Final - fully executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Dynapower Company, LLC	05/10/2022	
LNTP Side Letter DYN0108 Powin 05.24.2022 Executable	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Dynapower Company, LLC	05/24/2022	
LNTP Side Letter DYN0107 Powin 05.24.2022 Executable	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Dynapower Company, LLC	05/24/2022	
LES0010-Leader Energy Storage_210806-signed	Purchase Order	Leader Energy Storage Technology Co., Ltd	08/06/2021	
Leader PO2022-001 Fully Executed	Purchase Order	Leader Energy Storage Technology Co., Ltd	03/03/2022	
LaGrange Strata - Powin BESA (EXECUTED)	ESA (Energy Storage Agreement)	Strata Solar, LLC	08/12/2021	
La Grange Powin LNTP - Strata_2021.07.07_EXECUTED	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Strata Storage, LLC	07/02/2021	
KMC0010 LNTP Letter Agreement - Brandywine (fully executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	KMC Thermo, LLC	03/15/2022	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
STM0000 - Stem - Master Service Agreement (3)	Master Supply Agreement	Stem, Inc.	09/02/2020	
Stem Portfolio LNTP Letter Agreement 20220303 - Execution Version FE	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Stem, Inc.	03/03/2022	
SPI0040 - HoneywellSaturn - Bruce - Subcontract Agreement - A1	ESA (Energy Storage Agreement)	Honeywell International Inc. / Honeywell Process Solutions	01/11/2019	
SPI0040 - HoneywellSaturn - Bruce - PO	Purchase Order	Honeywell Limited - HPS CA	03/01/2019	
SPI0040 - Honeywell Saturn - Bruce - Goods and Services Agreement	ESA (Energy Storage Agreement)	Honeywell International Inc. / Honeywell Process Solutions	01/18/2019	
SPC0030 - Southern CO - PowerSecure - PO and Terms	Purchase Order	Southern Power Company (SPC)	02/20/2019	
SPC0030 - Southern Co - PowerSecure - OL	Purchase Order	Southern Power Company (SPC)	11/19/2019	
KCE0080 - PO #3 - KCE - Worsham	Purchase Order	KCE TX 8, LLC	05/22/2020	
KCE0070 - KCE TX7 - Services Agreement_EXECUTED	LTSA (Long Term Service Agreement)	KCE TX 7, LLC	06/01/2020	
KCE0070 - PO - KCE - Flat Top	Purchase Order	KCE TX 7, LLC	05/22/2020	
KCE0060 - NY3 - Service Agreement	LTSA (Long Term Service Agreement)	Key Capture Energy, LLC (KCE)	06/01/2020	
KCE0060 - PO - KCE - NY3	Purchase Order	Key Capture Energy, LLC (KCE)	02/20/2020	
KCE_TX-12_Powin-MPA_CSA - Executed Version	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	05/19/2021	
KCE TX-23_Powin-MPA_CSA_Executed Version	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	05/19/2021	
KCE TX1TX2TX3 - LNTP 2 - 20190201	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Key Capture Energy, LLC (KCE)	01/31/2019	
KCE TX1TX2TX3 - LNTP - 20190115	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Key Capture Energy, LLC (KCE)	01/15/2019	
KCE - Master Equipment Supply Agreement TX NY	Master Supply Agreement	Key Capture Energy, LLC (KCE)	01/15/2019	
JPR0030 - Triple Butte - Services Agreement	LTSA (Long Term Service Agreement)	Triple Butte, LLC	08/21/2020	
JPR0030 - Triple Butte - PO 003	Purchase Order	Triple Butte, LLC	08/21/2020	
JPR0020 - Flower Valley - Service Agreement	LTSA (Long Term Service Agreement)	Flower Valley, LLC	05/15/2020	
JPR0020 - Flower Valley - PO 001	Purchase Order	Flower Valley, LLC	05/15/2020	
JPR0010 - Swoose - Services Agreement	LTSA (Long Term Service Agreement)	Swoose, LLC	05/15/2020	
JPR0010 - Swoose - PO 002	Purchase Order	Swoose, LLC	05/15/2020	
JPR0000 - Jupiter Power - Master Supply Agreement	Master Supply Agreement	Jupiter Power, LLC	05/15/2020	
JMA0030 - Jema - Flexitranstore - PO	Purchase Order	Jema Energy S.A.	12/20/2018	
INV0030 - Insurgentes - Supply Agreement	ESA (Energy Storage Agreement)	MG HR, S. de R.L. de C.V.	12/20/2019	
INV0030 - Insurgentes - Amendment 1	ESA (Energy Storage Agreement)	MG HR, S. de R.L. de C.V.	01/31/2020	
INV0020 - Orangeville - PO ORS111127	Purchase Order	Orangeville Energy Storage LLC	11/02/2020	
INV0020 - Orangeville - BESSSA	ESA (Energy Storage Agreement)	Orangeville Energy Storage LLC	11/02/2020	
INV0000 - Invenergy - Master Supply Agreement	ESA (Energy Storage Agreement)	Invenergy Storage Development LLC	12/20/2019	
Hummingbird Powin LTSA (assembled, executed)	LTSA (Long Term Service Agreement)	Hummingbird Energy Storage, LLC	02/10/2023	Revenue
Hummingbird Limited Notice to Proceed (compiled executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	esVolta Development, LLC	12/29/2022	
Hummingbird - ESV0220 - ESA (assembled, fully executed)	ESA (Energy Storage Agreement)	Hummingbird Energy Storage, LLC	02/03/2023	
Honeywell_Powin_LTSA_EXECUTED_2021.08.18	LTSA (Long Term Service Agreement)	Honeywell International	08/18/2021	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
HNL0077 - Hydro Extrusions - PO 4415658515 R1	Purchase Order	Honeywell Limited - HPS CA	09/23/2020	
HNL0072 - Honeywell - Malpack 1.1 - PO - A1	Purchase Order	Honeywell Limited - HPS CA	05/01/2020	
HNL0071 - Malpack 1.2 - PO 4415000886 R8	Purchase Order	Honeywell Limited - HPS CA	05/01/2020	
HNL0070 - Canopy Growth - PO 4415070665	Purchase Order	Honeywell Limited - HPS CA	03/24/2020	
HNL0069 - Toyota Boshoku - PO 4415001119 R6	Purchase Order	Honeywell Limited - HPS CA	05/01/2020	
HNL0068 - Pillers Waterloo - PO 4414731331 R9	Purchase Order	Honeywell Limited - HPS CA	04/18/2020	
HNL0068 - Pillers Waterloo - PO 4414731331 R7	Purchase Order	Honeywell Limited - HPS CA	04/02/2020	
HNL0067 - Pillers Brantford - PO 4414731269 R8	Purchase Order	Honeywell Limited - HPS CA	04/02/2020	
HNL0066 - Rich Foods - PO 4414731328 R8	Purchase Order	Honeywell Limited - HPS CA	04/02/2020	
HNL0065 - Honeywell - Molson Coors - PO - A1	Purchase Order	Honeywell Limited - HPS CA	05/01/2020	
HNL0064 - Decast - PO 4414731297 R9	Purchase Order	Honeywell Limited - HPS CA	04/02/2020	
HNL0062 - Kelloggs - PO 4414731277 R8	Purchase Order	Honeywell Limited - HPS CA	04/02/2020	
HNL0061 - Enbridge - PO 4415000441 R6	Purchase Order	Honeywell International, Inc.	05/01/2020	
HNL0000 - Honeywell - MSA - EC	Purchasing Agreement	Honeywell International, Inc.	03/21/2019	
HNL0000 - Honeywell - Addendum - EC	ESA (Energy Storage Agreement)	Honeywell International, Inc.	12/20/2019	
HES0010 - Hunt - Demo - Order Letter	Purchase Order	Hunt Energy Solutions	06/11/2019	
Hemingway IPC BESA 80MW (executed & assembled)_small	ESA (Energy Storage Agreement)	Idaho Power Company	02/28/2022	
Hemingway Expansion ESA (executed, compiled)	ESA (Energy Storage Agreement)	Idaho Power Company	06/08/2023	
HEM0070 - Ukraine - PO and Order Letter	Purchase Order	Sungrid Solutions	09/04/2020	
HEC0070 - Kitchener II - OM Agreement - 20181030	LTSA (Long Term Service Agreement)	Hecate Energy Ontario Storage VII, LP	10/30/2018	
HEC0070 - Kitchener II - BESA	ESA (Energy Storage Agreement)	Hecate Energy Ontario Storage VII, LP	03/01/2018	
HEC0050 - Johanna - Supply Agreement LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	05/28/2020	
HEC0050 - Johanna - Supply Agreement - LNTP2	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	06/11/2020	
HEC0050 - Johanna - Subcontract	ESA (Energy Storage Agreement)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	08/31/2020	
HEC0050 - Johanna - Long Term Service Agreement	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	01/25/2021	
Great Kiskadee ESA (Executed)	ESA (Energy Storage Agreement)	Great Kiskadee Storage, LLC	08/26/2022	
GOE0060 - Thunder Bay - BESA - 20180831	ESA (Energy Storage Agreement)	Go Electric Inc	08/31/2018	
GLP0020 - West Columbia - Services Agreement	LTSA (Long Term Service Agreement)	West Columbia Storage, LLC	09/09/2019	
GLP0020 - West Columbia - BESSSA	ESA (Energy Storage Agreement)	West Columbia Storage, LLC	02/26/2019	
GLP0020 - Glidepath - W. Columbia - Second Amendment to ESSSA (EXECUTED)	ESA (Energy Storage Agreement)	West Columbia Storage, LLC	10/04/2019	
GLP0020 - Glidepath - W. Columbia - First Amendment to ESSSA (EXECUTED)	ESA (Energy Storage Agreement)	West Columbia Storage, LLC	09/09/2019	
GDS0010 - Gridspan - Pilot Order	Purchase Order	Gridspan Energy	10/29/2018	
FRS - AMP0195 - BESA (fully executed)	ESA (Energy Storage Agreement)	AMP Solar US Services LLC	07/28/2022	
Framework Agreement - Akaysha_Powin_EXECUTED_2022.04.18	Framework Agreement	Akaysha Energy Pty Ltd	04/18/2022	
Form Blanket Purchase Order 20210218 FINAL Signed 20210219 - PEC	Purchase Order	Stem, Inc.	02/22/2021	
First_LTSA_Amendment_-_Tranquillity_rev_BJ_7-21-2021_-_clean	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	07/21/2021	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
First_LTSA_Amendment_-_Garland_rev_BJ_7-21-2021_-_clean	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	07/21/2021	
First_BESA_Subcontract_Amendment__-_Tranquillity_rev_BJ_7-21-2021	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	11/23/2020	
First_BESA_Subcontract_Amendment__-_Garland_rev_BJ_7-21-2021	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/26/2020	
First_Amendment_TX23_2021.05.19_EXECUTED	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020	
First_Amendment_TX12_2021.05.19_EXECUTED	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020	
First_Amendment_TX11_2021.05.19_EXECUTED	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020	
First Amendment to Powin - Rabbitbrush 2 Supply Agreement (9-16-21)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	09/17/2021	
First Amendment to Powin - Rabbitbrush 1 Supply Agreement (9-16-21)	ESA (Energy Storage Agreement)	Rabbitbrush Solar LLC	09/17/2021	
Final_Dry_Bridge__LNTP_-_Powin_Signed_11-11-2021	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Strata Solar, LLC	11/11/2021	
KCE0090 - TX2 - Port Lavaca - Services Agreement	LTSA (Long Term Service Agreement)	KCE TX 2, LLC	06/01/2020	
KCE0090 - Port Lavaca - PO - 20200522	Purchase Order	KCE TX 2, LLC	05/22/2020	
KCE0080 Powin Services Agreement - TX 8 - EXECUTED	LTSA (Long Term Service Agreement)	KCE TX 8, LLC	06/01/2020	
EVE LF280K PO	Purchase Order	PuYuan Green Energy Inc.		
ESRT Powin ESA-Centipede (executed w_ exhibits)[142956]	ESA (Energy Storage Agreement)	PowerFlex Systems, LLC	12/09/2022	
Elmbrook Powin PO	Purchase Order	Amp Solar US Services LP	01/19/2021	
El Sol AR Supply Agreement (executed, compiled)	ESA (Energy Storage Agreement)	El Sol Energy Storage LLC	05/19/2023	
El Sol - Energy Storage System Supply Agreement 04.09.21 (executed)	ESA (Energy Storage Agreement)	El Sol Storage Energy LLC	04/09/2021	
EDF-Powin BESS MSA (Executed - September 9, 2022)_small	ESA (Energy Storage Agreement)	EDF Renewables Development, Inc.	09/09/2022	
EDF0070 - Mav 6 - BESS Subcontract Agreement	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	12/22/2020	
EDF0070 - Amendment 1 to BESS Subcontract - final - PEC exec	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	02/26/2021	
EDF0050 - Big Beau 2 - Subcontract Agreement	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	02/01/2021	
EDF0050 - Big Beau 2 - BESSSA	ESA (Energy Storage Agreement)	BigBeau Solar, LLC	02/01/2021	
EDF0040 - Big Beau 1 - Subcontract Agreement	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	02/01/2021	
ESV0290 - Third Powin Letter Agreement - Acorn-FINAL - signed (1)	ESA (Energy Storage Agreement)	Acorn I Energy Storage LLC	06/08/2021	
ESV0290 - esVolta - Operation & Maintenance Agreement	LTSA (Long Term Service Agreement)	Acorn I Energy Storage LLC	11/06/2019	
ESV0290 - esVolta - Acorn BESA	ESA (Energy Storage Agreement)	Acorn I Energy Storage LLC	11/06/2019	
ESV0090 - esVolta - Wildcat BESA	ESA (Energy Storage Agreement)	Wildcat I Energy Storage, LLC	11/06/2019	
ESV0090 - esVolta - Operations & Maintenance Agreement	LTSA (Long Term Service Agreement)	Wildcat I Energy Storage, LLC	11/06/2019	
ESV0000 - Stratford - OM Agreement	LTSA (Long Term Service Agreement)	Powin Energy Ontario Storage, LLC	03/29/2018	
CSU Powin ESA-Centipede (executed w_exhibits)[143046]	ESA (Energy Storage Agreement)	PowerFlex Systems, LLC	12/09/2022	
CSE0010 - Countryside - Purchase Order	Purchase Order	CS Energy, LLC	09/29/2020	
CPE0070 - CPE - Waneroo - BESA	ESA (Energy Storage Agreement)	Clean Peak Energy (CPE)	09/09/2019	
CPE0040 - CPE - Lansell Square - BESA	ESA (Energy Storage Agreement)	Clean Peak Energy (CPE)	09/09/2019	
CPE0030 - CPE - Bateau -BESA	ESA (Energy Storage Agreement)	Clean Peak Energy (CPE)	09/09/2019	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
CPE0020 - CPE - Salamander Bay - BESA	ESA (Energy Storage Agreement)	Clean Peak Energy (CPE)	09/09/2019	
Cotuit - AMP0194 - BESA (fully executed)	ESA (Energy Storage Agreement)	AMP Solar US Services LLC	07/28/2022	
Waratah_Energy_Supply_Agreement (fully executed, compiled)	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	11/04/2022	
CleanPeak Energy MSA PO form 20210602 Final Executed	Purchase Order	Clean Peak Energy (CPE)	05/20/2021	
CLEAN Powin - 20191028 - PEC BESA - PEC v.11 Final Tremont - 02192021 - Fully Executed	ESA (Energy Storage Agreement)	Pine Gate Renewables, LLC	02/19/2021	
CLEAN Powin - 20191028 - PEC BESA - PEC v.10 Final Rochester - 02192021 - Fully Executed (1)	ESA (Energy Storage Agreement)	Pine Gate Renewables, LLC	02/19/2021	
Chaparral Springs ESSA - FULLY COMPILED AND EXECUTED - 7-27-2022_small	ESA (Energy Storage Agreement)	Chaparral Springs, LLC	07/27/2022	
Chap Solar & Willow Springs LNTP - Fully Compiled and Executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Chaparral Springs, LLC	05/27/2022	
CEP0180 - Master Supply Agreement - MEPPI - Sarnia	Master Supply Agreement	Mitsubishi Electric Power Products, Inc. (MEPPI)	02/27/2019	
CEP0100 - Master Supply Agreement - MEPPI - Windsor	Master Supply Agreement	Mitsubishi Electric Power Products, Inc. (MEPPI)	02/27/2019	
CAR0040 - Candela Transoceanic shipping - Exhibit E	ESA (Energy Storage Agreement)	Front Range-Midway Solar Project, LLC	11/17/2021	
Candela - Powin - BESA (Executed 11.17.2021) (1)	ESA (Energy Storage Agreement)	Front Range-Midway Solar Project, LLC	11/17/2021	
Brandywine LNTP Amendment and Assignment [EXECUTED]	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	KMC Thermo, LLC/ESI, Inc.		
Brandywine ESA [Execution Version + exhibits] (EXECUTED) (1)	ESA (Energy Storage Agreement)	ESI Inc.	12/05/2022	
Black Mesa IPC BESA (executed & assembled)_small	ESA (Energy Storage Agreement)	Idaho Power Company	02/28/2022	
BESA - Adon & Powin	ESA (Energy Storage Agreement)	Adon Renewables	01/26/2017	
BB2 Powin LTSA - 20210719 Fully Executed	LTSA (Long Term Service Agreement)	BigBeau Solar, LLC	07/19/2021	
BB1 Powin LTSA - 20210719 Fully Executed	LTSA (Long Term Service Agreement)	BigBeau Solar, LLC	07/19/2021	
AVEP LTSA - Fully Compiled (Executed)	LTSA (Long Term Service Agreement)	AVEP BESS, LLC	12/15/2022	
AVEP LNTP - Fully Executed and Compiled	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	AVEP BESS, LLC	05/27/2022	
AVEP Fifth Amendment to LNTP (Fully Executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	AVEP BESS, LLC	08/05/2022	
AVEP ESSA - EXECUTION VERSION (Fully Compiled, EXECUTED) - 12-21-2022_small	ESA (Energy Storage Agreement)	AVEP BESS, LLC	12/21/2022	
Auto-Chen_Ltd_(Nir_David)_BESA_2021.05.12_EXECUTED (Commissioning LDs Weekly Edit) LD initialized 17.6.21	ESA (Energy Storage Agreement)	Auto-Chen Ltd	05/12/2021	
Auto-Chen_Ltd_(Gevim)_BESA_2021.05.12_EXECUTED (w. Exhibit B) small	ESA (Energy Storage Agreement)	Auto-Chen Ltd	05/12/2021	
Auto-Chen_Ltd_(Gevim)_BESA_2021.05.12_EXECUTED (w. Exhibit B and Commissioning LDs Weekly Edit)17.6.21	ESA (Energy Storage Agreement)	Auto-Chen Ltd	05/12/2021	
Arrow Canyon Powin LTSA_Singed_wExhibit	LTSA (Long Term Service Agreement)	Arrow Canyon Solar, LLC	12/10/2021	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Arrow Canyon - BESS Agreement (Fully Executed 06042021)	ESA (Energy Storage Agreement)	Arrow Canyon Solar, LLC	06/03/2021	
AMR0170 Hampden Landfill Powin BESA (fully executed)	ESA (Energy Storage Agreement)	Hampden Landfill Solar LLC	05/11/2022	
APE0010 Apex Sabal BESA-Centipede (Fully Executed)	ESA (Energy Storage Agreement)	II Battery Storage US LLC (CAMERON WIND I, LLC)	05/13/2022	
Angelo ESA (fully assembled and executed)_small	ESA (Energy Storage Agreement)	Angelo Storage, LLC	08/10/2022	
AMRC OUC ESA (Fully Executed, Compiled)_small	ESA (Energy Storage Agreement)	Ameresco Inc.	11/23/2022	
AMR0190-Kupono LNTP (Powin 04.22.22)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Kupono Solar, LLC	04/22/2022	
AMP0070 - Cronin - PO	Purchase Order	Amp Solar US Services LP	08/04/2020	
AMP0070 - Cronin - LTSA - FINAL (09-09-20)	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	09/09/2020	
AMP0060 - Wallum - PO	Purchase Order	Amp Solar US Services LP	08/04/2020	
AMP0060 - Wallum - LTSA - FINAL (09-09-20)	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	09/09/2020	
AMP0050 -Palmer - LTSA - FINAL (09-09-20)	LTSA (Long Term Service Agreement)	Ware Palmer Road Solar, LLC	09/09/2020	
AMP0050 - Ware Palmer - PO	Purchase Order	Amp Solar US Services LP	08/28/2020	
AMP0020 - PO - Powin - Adams Road	Purchase Order	Amp Solar US Services LP	08/28/2020	
AMP0020 - Adams Road - LTSA - FINAL (09-09-20)	LTSA (Long Term Service Agreement)	East Brookfield Adams Road Solar LLC	09/09/2020	
AMP0000 - Amp - Master Service Agreement - 20200710	Master Supply Agreement	esVolta, LP	07/09/2020	
Amendment_2_SPC_Garland_Prime_Contract_-_Final	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	04/25/2022	
Leader - Powin - PO 20211213_approved__powin (LD Date Change 6.15.22)	Purchase Order	Leader Energy Storage Technology Co., Ltd	12/13/2021	
20210811 - LNTP for TPE21001 (Powin 8.4.21)_TPE signed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	TPE Energy, Inc.	08/04/2021	
20210811 - LNTP for TPE20032 (Powin 8.4.21)_TPE signed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	TPE Energy, Inc.	08/02/2021	
20201231_Westar_-_Project_Contract_(final_exhibits_executed)	ESA (Energy Storage Agreement)	Invenergy Storage Development LLC	02/05/2021	
20191028 - PEC BESA - Base v.9 Putah Creek Execution Copy 042221_fully signed	ESA (Energy Storage Agreement)	Putah Creek Solar Farms, LLC	04/22/2021	
20190715 - Annex - Agreement for the Supply and Commissioning of Batteries - Fully Executed	ESA (Energy Storage Agreement)	Nidec ASI S.p.A.	07/15/2019	
20190715 - Agreement for the Supply and Commissioning of Batteries - Fully Executed	ESA (Energy Storage Agreement)	Nidec ASI S.p.A.	07/15/2019	
2021.12.30 Powin-Borrego MSA wForm BESA (Fully Executed)	Master Supply Agreement	Borrego Solar Systems Inc	12/30/2021	
2021.11.09_LTSA_FINAL_Oak Hill 2_EXECUTED	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	11/09/2021	
2021.11.09_LTSA_FINAL_Oak Hill 1_EXECUTED	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	11/09/2021	
2021.11.09_LTSA_FINAL_Elmbrook_EXECUTED	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	11/09/2021	
2018.08.22 Stillwater- v13.3 - PEC Final (fully executed) (003)	Purchase Order	Stillwater Energy Storage, LLC	08/22/2018	
2017.02.03 - Adon Powin - Battery Equipment Supply Agreement - EXECUTED	ESA (Energy Storage Agreement)	Adon Renewables	01/26/2017	Revenue
EDF0040 - Big Beau 1 - BESSSA	ESA (Energy Storage Agreement)	BigBeau Solar, LLC	02/01/2021	

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
DTE Powin LNTP Letter Agreement - Engineer (compiled, fully executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	DTE Electric Company	07/18/2023	
Dry Bridge Strata-Powin BESA (compiled, fully executed)	ESA (Energy Storage Agreement)	Strata Solar, LLC	02/02/2022	
Desert Quartzite - Project Agreement (Executed)	ESA (Energy Storage Agreement)	Desert Quartzite, LLC	12/06/2022	
Desert Quartzite - NTP (Executed)-1	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Desert Quartzite, LLC	12/06/2022	
MSA - Powin & TopBand - signed 07.21.2023	Master Service Agreement	Huizhou Topband Electrical Technology Co., LTD		ISC
MSA - Powin & Ultra - signed 07.22.2023	Master Supply Agreement	Ultra Corpotech PVT Ltd. Chakan, Pune 410501 India		ISC
Exhibit_U_-_AKE0010_-_Ulinda Park_Tech_Escrow_Invoicing_Agreement_(Final) - executed	Technology Escrow Agreement	Ulinda Park ProjectCo Pty Ltd	07/21/2023	
Sun Streams 3_-_Invoicing_Agreement_(IP_Escrow)__7.20.2023_clean_executed	Technology Escrow Agreement	Sun Streams PVS, LLC	07/20/2023	
PNM Powin Rio Del Oro EPA (fully executed, compiled with exhibits)[203747]	ESA (Energy Storage Agreement)	Public Service Company of New Mexico	05/01/2023	
PNM South Valley - LNTP (Fully Executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Public Service Company of New Mexico	03/09/2023	
20220814 - LNTP Letter Agreement - Lonestar (Powin CLEAN 12.21.22)(Fully Executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Lone Star Solar, LLC	12/21/2022	
Lonestar LTSA (fully executed, compiled with exhibits)	LTSA (Long Term Service Agreement)	Lone Star Solar, LLC	05/01/2023	
Hemingway Expansion LNTP (fully executed, fully compiled)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Idaho Power Company	05/05/2023	
Second Amended and Restated LNTP - Hemingway Expansion (fully executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Idaho Power Company	05/25/2023	
Akaysha - Ulinda Park - Powin - Energy Supply Agreement (fully executed, compiled)	ESA (Energy Storage Agreement)	Ulinda Park ProjectCo Pty Ltd	06/26/2023	
Akaysha - Ulinda Park - LTSA (fully executed, compiled)	LTSA (Long Term Service Agreement)	Ulinda Park ProjectCo Pty Ltd	06/28/2023	Revenue
Li-Cycle Inc. - Services Agreement & Quote - signed 10.20.2022	Master Service Agreement	Li-Cycle Holdings Corp.	10/20/2022	ISC
06.10.2022 EVE - Powin MSA Amendment #2 - signed	Master Supply Agreement	EVE Asia Co. Limited	06/01/2022	ISC
Powin_CNTE_Purchase Framework Agreement-Fully Executed - 02.28.2022	Framework Agreement	Contemporary Nebubula Technology Energy Co., Ltd. (CNTE)	02/28/2022	ISC
MSA - Powin & Ultra - signed 07.22.2023	Master Supply Agreement	Ultra Corpotech PVT Ltd. Chakan, Pune 410501 India		ISC
Amendment to MSA - Powin Energy (2)_Final	Master Service Agreement	RRC Power and Energy, LLC	01/26/2022	ISC
Powin & Heilind MSA - signed 08.29.2022 (Supplier of Amphenol Materials)	Master Supply Agreement	Heilind Asia Pacific (HK) Ltd.	08/29/2022	ISC
Formosa Supply Agreement redv4 20201029	Master Supply Agreement	Formosa Electronic Industries, Inc.		ISC
Energy Storage Response Group, LLC_Powin_MSA (SOW 1 & 2)_2021.06.21_Executed	Master Service Agreement	Energy Storage Response Group LLC	06/21/2021	ISC
Powin & Envision AESC US MSA - signed 07.28.2022	Master Supply Agreement	Envision AESC US LLC	07/18/2022	ISC

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Powin - REPT - MOU - Fully Executed 04.21.2022	Memorandum of Understanding	REPT BATTERO Energy Co., LTD	06/01/2024	ISC
Powin - ACE Battery PFA - signed 03.15.2023	Framework Agreement	Shenzhen ACE Battery Co., Ltd.	03/15/2023	ISC
Powin - iBase Solutions PFA - signed 05.16.2023	Framework Agreement	iBase Solution Co., Ltd.	05/16/2023	ISC
20191031 - iBase fully executed	Master Supply Agreement	iBase Gaming Inc.	10/31/2019	ISC
Powin & CIMC MSA - signed 03.07.2023	Master Service Agreement	Qingdao CIMC container manufacture CO. LTD	03/01/2023	ISC
REPT Battery Cell MSA Fully Executed 210714	Master Supply Agreement	Ruipu Energy Co., LTD (REPT)	06/29/2021	ISC
Powin - Myst AI Form Agreement and Order Form_FINAL_2022.10.07.docx	Purchase Order	Myst AI, Inc.	10/07/2022	ISC
Powin_Bluewater Battery Solutions_Services Agreement - FINAL - signed 12.09.2022	Master Service Agreement	Bluewater Battery Logistic, LLC	12/09/2022	ISC
EVE-Powin-iBase 3-Party MSA 03.17.2021	Master Supply Agreement	EVE Asia Co. Limited	09/30/2021	ISC
Huizhou Topband Electrical Technology Purchase Framework Agreement	Framework Agreement	Huizhou Topband Electrical Technology Co., Ltd.	12/29/2021	ISC
Powin & J-Tech MSA - signed 12.30.2022	Master Supply Agreement	China J-Tech Prescision Machinery Group Limited		ISC
AESC Battery Cell MSA Fully Executed 210714	Master Supply Agreement	Envision Ruitai Dynamics Technology (Shanghai) Co. Ltd.	07/07/2021	ISC
Amendment to EVE-Powin-Finway 3-Party MSA - Performance Only - 12.16.2021 (1)	Master Supply Agreement	EVE Asia Co. Limited	11/22/2021	ISC
Powin - SMA MSA 2022.08.22 clean Final with Exhibits part excec 08.23.22	Master Supply Agreement	SMA Solar Technology America LLC	08/19/2022	ISC
Powin - Hithium PFA - signed- 05.18.2023	Framework Agreement	Hithium (Xiamen Hithium Energy Storage Technology Co., Ltd.)	05/18/2023	ISC
Powin - REPT MSA - FINAL with Exhibits - signed 12.13.2022	Master Supply Agreement	REPT BATTERO Energy Co., LTD	12/06/2022	ISC
Amendment 3 to MSA between Powin and EVE - signed 11.21.2022	Master Supply Agreement	EVE Power Hong Kong Co., Limited	10/31/2022	ISC
Formosa MOU	Memorandum of Understanding	Formosa Electronic Industries, Inc.		ISC
Powin G Battery PFA FINAL - signed 04.24.2023	Framework Agreement	Xuzhou G Battery International Trade Co., Ltd.	04/24/2023	ISC
CATL & Powin Cell MSA - 01.23.2019	Master Supply Agreement	Contemporary Amperex Technology Co. Limited (CATL)	06/30/2022	ISC
Intertek_Powin MSA 7.21.21_EXECUTED (4)	Master Service Agreement	Intertek Testing Services NA, Inc.	07/21/2021	ISC
Powin - Formosa Electric Industries PFA - Executed 03.23.2023	Framework Agreement	Formosa Electronic Industries, Inc.	03/22/2023	ISC
Powin EPSoft Service Agreement - signed 06.03.2022	Master Service Agreement	EPSoft	06/03/2022	ISC
Powin & Ace Engineering MSA - EXECUTED - 12.12.2022	Master Supply Agreement	ACE Engineering & Co Ltd	12/12/2022	ISC
Powin - SMA MSA - clean FINAL EXECUTED v2 12232020	Master Supply Agreement	SMA Solar Technology America LLC	01/01/2021	ISC
2022-2023 Annual Purchase Agreement_2021.05.17_EXECUTED (3)	Purchasing Agreement	Contemporary Amperex Technology Co. Limited (CATL)		ISC
EVE Cell PG and Warranty Term Amendment - 01.05.2023	Master Supply Agreement	EVE Asia Co. Limited		ISC
Powin-CATL-MSA Amendment #1 - signed 20220214	Master Supply Agreement	Contemporary Amperex Technology Co. Limited (CATL)		ISC
Master Supply Agreement_GTI_9-6-2022 Executed	Master Supply Agreement	GTI Fabrication	09/05/2022	ISC
MSA - Powin & C3Controls - signed 04.03.2023	Master Supply Agreement	Control Concepts Corporation dba c3controls	04/01/2023	ISC
Dynapower - Powin - MSA - 12-15-2020 - Countersigned	Master Supply Agreement	Dynapower Company, LLC	10/01/2020	ISC
Powin - Envision AESC - MOU FINAL - Fully Executed - 02.17.2022	Memorandum of Understanding	Envision Ruitai Dynamics Technology (Shanghai) Co. Ltd.		ISC
Powin & CIMC-Powin JV MSA - 04.27.2023	Master Service Agreement	Qingdao CIMC-Powin New Energy Technology Co., LTD	04/23/2023	ISC

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*	Division*
Jabil Powin - MSA Amendment 1 - signed 04.10.2023	Master Supply Agreement	Jabil Inc.	02/13/2023	ISC
Powin & Celestica MSA - EXECUTED - 04.26.2023	Master Supply Agreement	Celestica LLC	03/06/2023	ISC
Powin - Desay Battery PFA - signed 03.26.2023	Framework Agreement	Huizhou Desay Battery Co., Ltd.		ISC
Powin & CNTE MSA -Fully Executed - 04.20.2022	Master Supply Agreement	Contemporary Nebubula Technology Energy Co., Ltd. (CNTE)		ISC
Powin & SGS Service Agreement_FINAL - 03.14.2022	Master Service Agreement	SGS North America Inc.	03/14/2022	ISC
Powin & SIBA Fuse MSA - signed 10.10.2022	Master Supply Agreement	SIBA, LLC	10/10/2022	ISC
EVE-Powin-Finway 3-Party MSA 12.16.2020	Master Supply Agreement	EVE Asia Co. Limited		ISC
Li-Cycle Inc. - Services Agreement Quote 12022022 - 2nd pickup - signed 12.07.2022	Master Service Agreement	Li-Cycle Holdings Corp.	12/07/2022	ISC
Powin - Jabil MSA - FINAL - 06.20.2022	Master Supply Agreement	Jabil Inc.	06/07/2022	ISC

Content type	Title	Counterparty	Effective Date
Document	TPE Energy - Powin - JV Agreement - 05.20.2020	TPE Energy; iBase Gaming Inc. CMIC Technology Co., Ltd Qingdao CIMC Container Manufacture Co. LTD.	05.20.2020
Document	Powin_CIMC JV Agreement Bilingual	Powin China Holdings 2, LLC	Unknown, effective Date is blank
Document	JV Powin UCB revUCB 101224 PDF	UCB S.A.	01.10.2025
Document	CIMC-Powin Term Sheet 28July_Final	CMIC Technology Co., Ltd	07.21.2022

Contract Management - Contract information - Technology Escrow Agreements

File	Contract Type*	Counterparty Name*	Second Counterparty Name	Contract/Document Effective Date*	Project ID	Project Name	Folder
Ulinda Park - Powin - Praxis - Tech Escrow Agreement - 09.10.2024	Technology Escrow Agreement	Ulinda Park Project Co Pty Ltd	PRAXIS Technology Escrow, LLC	09/10/2024	AKE0010	Ulinda Park	/Customer Contracts (EXECUTED)/Akaysha Energy Pty Ltd/AKE0010 - Ulinda Park
Cameron Wind 1, LLC-PRAXIS-Powin-Rider C-05.01.2024	Rider C	Cameron Wind 1,, LLC	PRAXIS Technology Escrow, LLC	05/01/2024	APE0010	Sabal	/Customer Contracts (EXECUTED)/Apex Clean Energy/APE0010 - Sabal
PRAXIS Powin Two Party Master Escrow Agreement - 03.22.2024 (2)	Technology Escrow Agreement	Praxis Technology Escrow		03/22/2024			/Supplier Contracts/Technology
DTE - Trenton DTE0021 - Powin Rider C - 02.23.2023	Rider C	DTE Electric Company		02/23/2024	DTE0021	Trenton	/Customer Contracts (EXECUTED)/DTE Electric Company/DTE0021 - Trenton Channel
DTE - Trenton DTE0021 - Powin Tech Escrow Invoicing Agreement_02.23.2024	Invoicing Agreement	DTE Electric Company		02/23/2024	DTE0021	Trenton	/Customer Contracts (EXECUTED)/DTE Electric Company/DTE0021 - Trenton Channel
PRAXIS-Powin-Munmorah Three Party Master Escrow Agreement - 02.22.2024	Technology Escrow Agreement	Munmorah Battery ProjectCo Pty Ltd	PRAXIS Technology Escrow, LLC	02/22/2024	AKE0060	Waratah	/Customer Contracts (EXECUTED)/Akaysha Energy Pty Ltd/AKE0060 - Waratah Super Battery
INV0490 - Yuma - Powin Tech Escrow Invoicing Agreement - 12.5.2023 (fully executed)	Invoicing Agreement	Yuma Solar Energy LLC		12/05/2023	INV0490	Yuma	/Customer Contracts (EXECUTED)/Invenergy Storage Development LLC/INV0490 - YUMA
INV0111- El Sol - Powin - Technology Escrow Invoicing Agreement - 12.05.2023 (fully executed)	Invoicing Agreement	El Sol Energy Storage LLC		12/05/2023	INV0111	El Sol	/Customer Contracts (EXECUTED)/Invenergy Storage Development LLC/INV0111 - El Sol A&R
PRAXIS - Powin - Yuma Solar Energy Rider C Final.docx	Rider C	Yuma Solar Energy LLC		12/05/2023	INV0490	Yuma	/Customer Contracts (EXECUTED)/Invenergy Storage Development LLC/INV0490 - YUMA
PRAXIS - Powin - El Sol Energy Storage Rider C Final.docx	Rider C	El Sol Energy Storage LLC		12/05/2023	INV0111	El Sol	/Customer Contracts (EXECUTED)/Invenergy Storage Development LLC/INV0111 - El Sol A&R
Poblano -Escrow_Invoicing_Agreement (EPC Contractor) - 11.3.2023	Invoicing Agreement	EPC Services Company		11/03/2023	STR0400	Poblano	/Customer Contracts (EXECUTED)/Strata Solar, LLC/STR0400 - Poblano
Exhibit U STR0040 Escrow_Agreement PRAXIS Rider C EPC Services Company 11.3.2023	Rider C	EPC Services Company	PRAXIS Technology Escrow, LLC	11/03/2023	STR0400	Poblano	/Customer Contracts (EXECUTED)/Strata Solar, LLC/STR0400 - Poblano
Exhibit U STR0040 Escrow_Agreement PRAXIS Rider C Poblano 11.3.2023	Rider C	Poblano Energy Storage, LLC	PRAXIS Technology Escrow, LLC	11/03/2023	STR0040	Poblano	/Customer Contracts (EXECUTED)/Strata Solar, LLC/STR0400 - Poblano
Poblano -Escrow_Invoicing_Agreement (Poblano) - 11.3.2023	Invoicing Agreement	Poblano Energy Storage, LLC		11/03/2023	STR0400	Poblano	/Customer Contracts (EXECUTED)/Strata Solar, LLC/STR0400 - Poblano
PRAXIS - Powin Idaho Power Company Rider C Final.docx	Rider C	Idaho Power Comapny		09/14/2023	IDP0061	Hemingway Expansion	/Customer Contracts (EXECUTED)/Idaho Power Company/IDP0061 - Hemingway Expansion
Exhibit X2 - IDP0061 - Powin Tech Escrow Invoicing Agreement_execution_v	Invoicing Agreement	Idaho Power Comapny		09/14/2023	IDP0061	Hemingway Expansion	/Customer Contracts (EXECUTED)/Idaho Power Company/IDP0061 - Hemingway Expansion
PRAXIS - Sun Streams PVS 4 - Rider C Final.docx	Rider C	Sun Streams Expansion, LLC		08/23/2023	LRD0082	Sunstreams 4	/Customer Contracts (EXECUTED)/Longroad BESS Procurement, LLC (Main)/LRD0082 - Sunstreams 4

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PRAXIS - Powin Serrano Solar Rider C Final.docx	Rider C	Serrano Solar, LLC	PRAXIS Technology Escrow, LLC	08/23/2023	LRD0100	Serrano	/Customer Contracts (EXECUTED)/Longroad BESS Procurement, LLC (Main)/LRD0100 - Serrano
SS4 - Invoicing Agreement (IP Escrow) 2023.08.23	Invoicing Agreement	Sun Streams Expansion LLC		08/23/2023	LRD0082	Sunstreams 4	/Customer Contracts (EXECUTED)/Longroad BESS Procurement, LLC (Main)/LRD0082 - Sunstreams 4
Serrano - Invoicing Agreement (IP Escrow) _8.8.2023 execution version	Invoicing Agreement	Serrano Solar, LLC		08/23/2023	LRD0100	Serrano	/Customer Contracts (EXECUTED)/Longroad BESS Procurement, LLC (Main)/LRD0100 - Serrano
PRAXIS - Powin - Sun Streams PVS Rider C executed	Rider C	Sun Streams PVS, LLC	PRAXIS Technology Escrow, LLC	07/24/2023	LRD0081	Sunstreams3	/Customer Contracts (EXECUTED)/Longroad BESS Procurement, LLC (Main)/LRD0081 - Sunstreams 3
Sun Streams 3_-_Invoicing_Agreement_(IP_Escrow)__7.20.2023_clean_executed	Invoicing Agreement	Sun Streams PVS, LLC		07/20/2023	LRD0081	Sunstreams 3	/Customer Contracts (EXECUTED)/Longroad BESS Procurement, LLC (Main)/LRD0081 - Sunstreams 3
APE0060 - Powin Tech Escrow Invoicing Agreement_Executable.docx.pdf_signed_2022.12.21.07.29.30	Invoicing Agreement	Angelo Storage LLC		12/20/2022	APE0060	Angelo Storage	/Customer Contracts (EXECUTED)/Apex Clean Energy/APE0060 - Angelo Storage
APE0070 - Powin Tech Escrow Invoicing Agreement_Executable.docx.pdf_signed_2022.12.21.07.32.07	Invoicing Agreement	Great Kiskadee LLC		12/20/2022	APE0070	Kiskadee Storage	/Customer Contracts (EXECUTED)/Apex Clean Energy/APE0070 - Great Kiskadee Storage
PRAXIS Rider C (Angelo Storage, LLC	Rider C	Angelo Storage LLC		12/20/2022	APE0060	Angelo Storage	/Customer Contracts (EXECUTED)/Apex Clean Energy/APE0060 - Angelo Storage
PRAXIS Rider C Great Kiskadee Storage, LLC	Rider C	Great Kiskadee Storage, LLC		12/20/2022	APE0070	Kiskadee Storage	/Customer Contracts (EXECUTED)/Apex Clean Energy/APE0070 - Great Kiskadee Storage
PRAXIS-Powin-Desert-Quartzite-signed-Rider-C	Rider C	Desert Quartzite, LLC		12/06/2022	EDF0480	Desert Quartzite	/Customer Contracts (EXECUTED)/EDF Renewables Development, Inc/EDF0480 - Desert Quartzite
Hummingbird - Exhibit Y - ESV0220 - IP Escrow Agreement - PRAXIS Rider C.docx	Rider C	Hummingbird Energy Storage, LLC		10/01/2022	ESV0220	Hummingbird	/Customer Contracts (EXECUTED)/esVolta, LP/ESV0220 - Hummingbird
Powin-Energy-Ontario-Storage-First-Amendment-to-Powin-Energy-Ontario-Storage-Two-Party-Master-Escr-signed	Technology Escrow Agreement	Powin Energy Ontario Storage II, LP	PRAXIS Technology Escrow, LLC	05/17/2022	ESV0000	Stratford	/Customer Contracts (EXECUTED)/esVolta, LP/ESV0000 - Stratford
SP_Powin_Praxis_Escrow Agreement Amendment202203_FE (1)	Technology Escrow Agreement	Santa Paula Energy Storage	PRAXIS Technology Escrow, LLC	03/01/2022	ESV0230	Santa Paula	/Customer Contracts (EXECUTED)/esVolta, LP/ESV0230 - Santa Paula
Acorn-I-First-Amendment-to-Powin-Acorn-I-Energy-Two-Party-Master-Escrow-Agreement-HL-2-21-2022.d	Technology Escrow Agreement	Acorn I Energy Storage LLC	PRAXIS Technology Escrow, LLC	02/21/2022	ESV0290	Acorn I	/Customer Contracts (EXECUTED)/esVolta, LP/ESV0290 - Acorn
Rider-C-Powin-KCE-TX-Holdings-2020-Operating-Projects-NRF-12.31.DOCX	Rider C	KCE Texas Holdings 2020, LLC	PRAXIS Technology Escrow, LLC	01/13/2021	MHP0110, MHP0120, MHP230	TX 11, TX 12, Roughneck	/Customer Contracts (EXECUTED)/Key Capture Energy, LLC (KCE)
Rider C - KCE-Powin PEC (Construction Projects)(NRF 12.31).DOCX	Rider C	KCE Texas Holdings 2020, LLC		01/13/2021		TX 2, TX7, TX8	/Customer Contracts (EXECUTED)/Key Capture Energy, LLC (KCE)
PRAXIS-Powin Two Party Master Escrow Agreement - Final 12-17-19.docx	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC		12/17/2019			/Supplier Contracts/Technology

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PRAXIS Rider C Wildcat - FINAL.docx	Rider C	Wildcat I Energy Storage LLC		11/25/2019	ESV0090	Wildcat	/Customer Contracts (EXECUTED)/esVolta, LP/ESV0090 - Wildcat Project
20191113 Praxis Rider C Acorn (esVolta PEC Executed)	Rider C	Acorn I Energy Storage LLC		10/01/2019	ESV0290	Acorn	/Customer Contracts (EXECUTED)/esVolta, LP/ESV0290 - Acorn
W. Columbia - Praxis - POWIN - Three Party Technology Escrow Agreement wEX B FINAL	Technology Escrow Agreement	West Columbia Storage LLC	PRAXIS Technology Escrow, LLC	09/26/2019	GLP0020	Glidepath West Columbia	/Customer Contracts (EXECUTED)/West Columbia Storage, LLC/GLP0020 - Glidepath West Columbia
PRAXIS - PEC - Charger-Two-Party-Master-Escrow - 6.21.2018 (Powin Energy Ontario Storage II Rider C)	Rider C	Praxis Technology Escrow		06/21/2018	ESV0000	Stratford	/Customer Contracts (EXECUTED)/esVolta, LP
Powin PEC 3P Escrow Agreement 180303	Technology Escrow Agreement	PPA Grand Johanna	PRAXIS Technology Escrow, LLC	03/15/2018	ESV1000	Millikan	/Customer Contracts (EXECUTED)/PPA Grand Johanna LLC/ESV1000 - Millikan
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage I, LLC.docx	Rider C	Convergent Energy and Power LP			CEP0201	West Warwick I	/Customer Contracts (EXECUTED)/Convergent Energy/CEP0201 - West Warwick I
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage II, LLC.docx	Rider C	Convergent Energy and Power LP			CEP0201	West Warwick I	/Customer Contracts (EXECUTED)/Convergent Energy/CEP0202 - West Warwick II
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage III, LLC.docx	Rider C	Convergent Energy and Power LP			CEP0203	West Warwick III	/Customer Contracts (EXECUTED)/Convergent Energy/CEP0203 - West Warwick III
Rider-C-KCE-Powin.docx	Rider C	Key Capture Energy	PRAXIS Technology Escrow, LLC				/Customer Contracts (EXECUTED)/Key Capture Energy, LLC (KCE)
Rider-C-KCE-Powin-PEC-Construction-ProjectsNRF-12.31.DOCX	Rider C	KCE Texas Holdings 2020, LLC	PRAXIS Technology Escrow, LLC		KCE0090, KCE0070, KCE0080	TX 2, TX 7, TX 8	/Customer Contracts (EXECUTED)/Mitsubishi Power Americas, Inc. (MPA)/Prevalon
12.26.21 Powin Rider C - Flower Valley LLC (Jupiter cmts) - FINAL (1)	Rider C	Flower Valley LLC	PRAXIS Technology Escrow, LLC		JPR0020	Flower Valley	/Customer Contracts (EXECUTED)/Jupiter Power, LLC/JPR0020 - Flower Valley
12.26.21 Powin Rider C - Swoose LLC (Jupiter cmts) - FINAL (1)	Rider C	Swoose LLC	PRAXIS Technology Escrow, LLC		JPR0010	Swoose	/Customer Contracts (EXECUTED)/Jupiter Power, LLC/JPR0010 - Swoose
12.26.21 Powin Rider C - Triple Butte LLC (Jupiter cmts) - FINAL (1)	Rider C	Triple Butte LLC	PRAXIS Technology Escrow, LLC		JPR0030	Triple Butte	/Customer Contracts (EXECUTED)/Jupiter Power, LLC/JPR0030 - Triple Butte
Powin-Rider-C-Garland-Project.docx	Rider C	SP Garland Solar Storage LLC Mitsubishi Power Americas	PRAXIS Technology Escrow, LLC		RCT0020	Garland	/Customer Contracts (EXECUTED)/Mitsubishi Power Americas, Inc. (MPA)/Prevalon/RCT0020 - Garland
Powin-Rider-C-Tranquility-Project.docx	Rider C	SP Tranquility Solar Storage LLC Mitsubishi Power Americas	PRAXIS Technology Escrow, LLC		RCT0030	Trannquility	/Customer Contracts (EXECUTED)/Mitsubishi Power Americas, Inc. (MPA)/Prevalon/RCT0030 - Tranquility
PRAXIS Rider C - Arrow Canyon Solar	Rider C	Arrow Canyon Solar, LLC			EDF0170	Arrown Canyon	/Customer Contracts (EXECUTED)/EDF Renewables Development, Inc/EDF0170 - Arrow Canyon
PRAXIS Rider C - Rabbitbrush Solar, LLC	Rider C	Rabbitbrush Solar, LLC			FSI0040	Rabbitbrush 1	/Customer Contracts (EXECUTED)/Leeward/FSI0040 - Rabbitbrush 1
PRAXIS Rider C - Chaparral Springs - Powin.docx	Rider C	Chaparral Springs, LLC			LWD0020	Chapparal Springs	/Customer Contracts (EXECUTED)/Leeward/LWD0020 - Chaparral Springs

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Beneficiary Enrollment (Rider C) - Santa Paula Energy Storage - Powin Energy 180612	Rider C	Santa Paula Energy Storage			ESV0230	Santa Paula	/Customer Contracts (EXECUTED)/esVolta, LP/ESV0230 - Santa Paula

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Schedule 3.7

INTELLECTUAL PROPERTY

(a)

(i) Registered Intellectual Property

a. PATENTS

KS Ref. No.	Country	Type	Title	Application No.	Filed	Publication No.	Publication Date	Patent No	Issued	Status	Next Due Date	Status Changed Date	Comments
9888-100878-01	U.S.	Direct	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	16/101,032	8/10/2018	2020/0052502	2/13/2020	10,978,884	4/13/2021	Issued	10/13/2028 - Due, 2nd maintenance fee	9/24/2024	1st maintenance fee paid 9/24/2024
9888-100878-02	PCT		ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	PCT/US2019/045678	8/8/2019	WO 2020/033665	2/13/2020	N/A	N/A	Expired PCT			
9888-100878-03	Canada	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	3,107,491	8/8/2019	3,107,491	2/13/2020			Pending		6/3/2024	Instructed to cease work and allow to lapse 6/3/2024; awaiting notice of abandonment
9888-100878-04	China	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	201980052902.0	8/8/2019	112567586A	3/26/2021	112567586B	11/15/2024	Issued	8/8/2025 - Due, maintenance fee	3/25/2025	Instructed to pay maintenance fee

9888-100878-05	EPC	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	19847972.7	8/8/2019	3834271	6/16/2021			Pending	8/8/2025 - Due, maintenance fee	3/25/2025	Instructed to pay maintenance fee
9888-100878-06	Japan	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	2021-531461	8/8/2019	2021-534719	12/9/2021	7295952	6/13/2023	Issued	6/13/2026 - Due, maintenance fee	6/13/2023	
9888-100878-07	U.S.	Continuation	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	17/213,155	3/25/2021	2021/0218250	7/15/2021	11,799,137	10/24/2023	Issued	4/24/2027 - Due 1st maintenance fee	10/24/2023	
9888-100878-08	U.S.	Continuation	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	18/491,448	10/20/2023	2024/0047769	2/8/2024			Pending		2/8/2024	Application published on 02/08/2024; awaiting action from PTO
9888-100878-09	China	Divisional	BALANCING CIRCUIT AND METHOD	202411508647 5.0	10/28/2024	119401598	2/7/2025			Pending		10/28/2024	Application published on 02/07/2025; awaiting action from CNIPA
9888-100879-01	U.S.	Direct	ENHANCED BATTERY MANAGEME	16/101,045	8/10/2018	2020/0052503	2/13/2020	11,063,444	7/13/2021	Issued	1/13/2029 - Due, 2nd	12/27/2024	1st maintenance fee

			NT SYSTEM FOR BATTERY PACK								maintenance fee		paid 12/27/2024
9888-100879-02	PCT		ENHANCED BATTERY MANAGEMENT SYSTEM FOR BATTERY PACK	PCT/US2019/045696	8/8/2019	WO 2020/033680	2/13/2020	N/A	N/A	Expired PCT			
9888-100879-03	Canada	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	3,107,493	8/8/2019	3,107,493	2/13/2020			Pending		6/3/2023	Instructed to cease work and allow to lapse 6/3/2024; awaiting Notice of Abandonment
9888-100879-04	China	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	201980052886.5	8/8/2019	112585837	3/30/2021	112585837B	11/12/2024	Issued	8/8/2025 - Due, maintenance fee	3/25/2025	Instructed to pay maintenance fee
9888-100879-05	EPC	National Stage	ENHANCED SWITCHED BALANCING NETWORK FOR BATTERY PACK	19848236.6	8/8/2019	3834272	6/16/2021			Pending	8/8/2025 - Due, maintenance fee	3/25/2025	Instructed to pay maintenance fee
9888-100879-06	Japan	National Stage	ENHANCED BATTERY MANAGEMENT SYSTEM FOR BATTERY PACK	2021-531462	8/8/2019	2021-534720	12/9/2021	7295953	6/13/2023	Issued	6/13/2026 - Due, 4th maintenance fee	6/13/2023	
9888-100880-01	U.S.	Provisional	MODULAR BATTERY STACK AND	62/729,852	9/11/2018	N/A	N/A	N/A	N/A	Expired Provisional			

			SUPPORT SYSTEM										
9888-100880-02	PCT		MODULAR BATTERY STACK AND SUPPORT SYSTEM	PCT/US2019/050328	9/10/2019	WO 2020/055809	3/19/2020	N/A	N/A	Expired PCT			
9888-100880-03	Canada	National Stage	MODULAR BATTERY STACK AND SUPPORT SYSTEM	3,110,857	9/10/2019	3,110,857	3/19/2020			Pending		8/12/2024	Examination requested 8/12/2024; awaiting 1st action
9888-100880-04	China	National Stage	MODULAR BATTERY STACK AND SUPPORT SYSTEM	201980059297.X	9/10/2019	112673519	4/16/2021	N/A	N/A	Abandoned		8/10/2023	
9888-100880-05	EPC	National Stage	MODULAR BATTERY STACK AND SUPPORT SYSTEM	19861075.0	9/10/2019	3850687	7/21/2021			Pending	6/6/2025 - Due, action response	2/25/2025	Preparing instructions to foreign agent to file response
9888-100880-06	U.S.	National Stage	MODULAR BATTERY STACK AND SUPPORT SYSTEM	17/273,696	3/4/2021	2021/0336302	10/28/2021	11,996,531	5/28/2024	Issued	11/28/2027 - Due, 1st maintenance fee	5/28/2024	Patent issued 5/28/2024
9888-106220-01	U.S.	Provisional	ELECTRICAL ENERGY STORAGE UNIT AND CONTROL SYSTEM AND APPLICATIONS THEREOF	62/066,185	10/20/2014	N/A	N/A	N/A	N/A	Expired Provisional			

9888-1062 20-02	U.S.	Direct	ELECTRICAL ENERGY STORAGE UNIT AND CONTROL SYSTEM AND APPLICATIONS THEREOF	14/678,074	4/3/2015	2016/011900	4/21/2016	10,263,436	4/16/2019	Issued	10/16/2026 - Due, 2nd maintenance fee	7/8/2022	1st maintenance fee paid 7/8/2022
9888-1062 20-03	China	Direct	ELECTRICAL ENERGY STORAGE UNIT AND CONTROL SYSTEM AND APPLICATIONS THEREOF	201610208153.4	4/1/2016	105939035A	9/14/2016	105939035B	9/21/2018	Abandoned		4/1/2024	Notice of Cessation of Patent Rights issued 11/7/2024
9888-1062 21-01	PCT		ELECTRICAL ENERGY STORAGE UNIT	PCT/CN2011/071548	3/5/2011	WO 2012/119297	9/13/2012	N/A	N/A	Expired PCT			
9888-1062 21-02	China	Direct	ELECTRICAL ENERGY STORAGE UNIT	201180065185.9	3/5/2011	103403993A	7/19/2013	103403993B	8/24/2016	Issued	3/5/2025 - Due, maintenance fee	2/12/2024	2024 maintenance fee paid 2/12/2024
9888-1062 21-03	U.S.	National Stage	ELECTRICAL ENERGY STORAGE UNIT AND CONTROL SYSTEM AND APPLICATIONS THEREOF	13/978,689	8/27/2013	2013/032853 0	12/12/2013	9,331,497	5/3/2016	Issued	11/3/2027 - Due, 3rd maintenance fee	10/17/2023	2nd maintenance fee paid 10/17/2023
9888-1062 21-04	U.S.	CIP	BATTERY ENERGY STORAGE SYSTEM AND CONTROL SYSTEM AND	14/962,491	12/8/2015	2016/014189 4	5/19/2016	9,847,654	12/19/2017	Issued	6/19/2025 - Due, 2nd maintenance fee	3/25/2025	Instructed to pay 2nd maintenance fee

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			APPLICATIONS THEREOF										
9888-106221-05	China	Direct	BATTERY ENERGY STORAGE SYSTEM AND CONTROL SYSTEM AND APPLICATIONS THEREOF	201611110795.7	12/6/2016	106849212	6/13/2017	N/A	N/A	Abandoned			
9888-106221-06	U.S.	Provisional	MODULAR, STACKABLE BATTERY ENERGY STORAGE SYSTEM, AND APPLICATIONS THEREOF	62/554,881	9/6/2017	N/A	N/A	N/A	N/A	Expired Provisional			
9888-106221-07	U.S.	CIP	BATTERY ENERGY STORAGE SYSTEM AND CONTROL SYSTEM AND APPLICATIONS THEREOF	15/845,598	12/18/2017	2018/0123357	5/3/2018	10,536,007	1/14/2020	Issued	7/14/2027 - Due, 2nd maintenance fee	6/15/2023	1st maintenance fee paid 6/15/2023
9888-106221-08	China	Direct	BATTERY ENERGY STORAGE SYSTEM AND CONTROL SYSTEM AND APPLICATIONS THEREOF	201810422475.8	5/5/2018	108649595A	10/12/2018	108649595B	10/22/2021	Abandoned		5/5/2024	Notice of Cessation of Patent Rights issued 12/11/2024
9888-106222-01	U.S.	Direct	NON-TRACTION BATTERY CONTROLLER AND	14/105,952	12/13/2013	2015/0165913	6/18/2015	9,168,836	10/27/2015	Issued	4/27/2027 - Due, 2nd maintenance fee	2/17/2023	2023 maintenance fee paid 2/17/2023

			APPLICATIONS THEREOF										
9888-106222-02	China	Direct	NON-TRACTION BATTERY CONTROLLER AND APPLICATIONS THEREOF	201410111983.6	3/24/2014	104009530A	8/27/2014	104009530B	11/20/2016	Abandoned		3/24/2024	Notice of Cessation of Patent Rights issued 10/30/2024
9888-106223-01	U.S.	Direct	BATTERY PACK WITH INTEGRATED BATTERY MANAGEMENT SYSTEM	14/851,482	9/11/2015	2017/0077559	3/16/2017	9,923,247	3/20/2018	Issued	9/20/2025 - Due, 2nd maintenance fee	9/9/2021	1st maintenance fee paid 9/9/2021
9888-106223-02	China	Direct	BATTERY PACK WITH INTEGRATED BATTERY MANAGEMENT SYSTEM	201610816277.0	9/10/2016	107123834	9/1/2017	N/A	N/A	Abandoned		6/25/2021	
9888-106224-01	U.S.	Direct	BATTERY MANAGEMENT SYSTEM (BMS) HAVING ISOLATED, DISTRIBUTED, DAISY-CHAINED BATTERY MODULE CONTROLLERS.	14/851,460	9/11/2015	2017/0077558	3/16/2017	10,122,186	11/6/2018	Issued	5/6/2026 - Due, 2nd maintenance fee	3/1/2022	1st maintenance fee paid 3/1/2022
9888-106224-02	China	Direct	BATTERY MANAGEMENT SYSTEM (BMS) HAVING	201610816276.6	9/10/2016	106899052	6/27/2017	N/A	N/A	Abandoned		5/28/2021	

			ISOLATED, DISTRIBUTED, DAISY-CHAINED BATTERY MODULE CONTROLLERS.										
9888-106225-01	U.S.	Direct	WARRANTY TRACKER FOR A BATTERY PACK	14/819,779	8/6/2015	2017/0038433	2/9/2017	10,254,350	4/9/2019	Issued	10/9/2026 - Due, 2nd maintenance fee	7/8/2022	1st maintenance fee paid 7/8/2022
9888-106225-02	China	Direct	WARRANTY TRACKER FOR A BATTERY PACK	201610569996.7	7/19/2016	106199447A	12/7/2016	1065199447B	3/16/2021	Issued	7/19/2025 - Due, maintenance fee	3/25/2025	Instructed to pay maintenance fee
9888-106226-01	U.S.	Direct	BATTERY ENERGY STORAGE SYSTEM	14/932,688	11/4/2015	2017/0126032	5/4/2017	9,882,401	1/30/2018	Issued	7/30/2025 - Due, 2nd maintenance fee	3/25/2025	Instructed to pay 1st maintenance fee
9888-106226-02	China	Direct	BATTERY ENERGY STORAGE SYSTEM	201610969153.6	11/4/2016	106961114A	7/18/2017	106961114B	7/19/2019	Issued	11/4/2025 - Due, maintenance fee	9/30/2024	2024 maintenance fee paid 9/30/2024
9888-106226-03	U.S.	Continuation	BATTERY ENERGY STORAGE SYSTEM	15/882,713	1/29/2018	2018/0233931	8/16/2018	10,270,266	4/23/2019	Issued	10/23/2026 - Due, 2nd maintenance fee	7/8/2022	1st maintenance fee paid 7/8/2022
9888-106227-01	U.S.	Direct	SYSTEMS AND METHODS FOR DETECTING A BATTERY PACK HAVING AN	14/819,774	8/6/2015	2017/0040646	2/9/2017	10,153,521	12/11/2018	Issued	6/11/2026 - Due, 2nd maintenance fee	3/1/2022	1st maintenance fee paid 3/1/2022

			OPERATING ISSUE OR DEFECT										
9888-106227-02	China	Direct	SYSTEMS AND METHODS FOR DETECTING A BATTERY PACK HAVING AN OPERATING ISSUE OR DEFECT	201610569997.1	7/19/2016	106154178A	11/23/2016	106154178B	5/12/2020	Issued	7/19/2025 - Due, maintenance fee	3/25/2025	Instructed to pay maintenance fee
9888-106228-01	U.S.	Direct	BATTERY-ASSISTED ELECTRIC VEHICLE CHARGING SYSTEM AND METHOD	14/884,463	10/15/2015	2017/0106764	4/20/2017	10,040,363	8/7/2018	Issued	2/9/2026 - Due, 2nd maintenance fee	12/27/2021	1st maintenance fee paid 12/27/2021
9888-106228-02	China	Direct	BATTERY-ASSISTED ELECTRIC VEHICLE CHARGING SYSTEM AND METHOD	201610893636.2	10/13/2016	106816917	6/9/2017	N/A	N/A	Abandoned			File Not Opened Handled directly by Powin / Virgil until abandonment
9888-106229-01	U.S.	Provisional	WORLD-WIDE WEB OF NETWORKED, SMART, SCALABLE, PLUG & PLAY BATTERY PACKS HAVING A BATTERY PACK	62/340,647	5/24/2016	N/A	N/A	N/A	N/A	Expired Provisional			File Not Opened Handled by Sterne Kessler until expiration

			OPERATING SYSTEM, AND APPLICATIONS THEREOF										
9888-106229-02	U.S.	Direct	WORLD-WIDE WEB OF NETWORKED, SMART, SCALABLE, PLUG & PLAY BATTERY PACKS HAVING A BATTERY PACK OPERATING SYSTEM, AND APPLICATIONS THEREOF	15/604,329	5/24/2017	N/A	N/A	N/A	N/A	Abandoned			File Not Opened Handled by Sterne Kessler until abandonment
9888-106230-01	U.S.	Direct	BATTERY PACK MONITORING AND WARRANTY TRACKING SYSTEM	15/389,188	12/22/2016	2018/081967	6/28/2018	10,699,278	6/30/2020	Issued	12/30/2027 - Due, 2nd maintenance fee	12/12/2023	1st maintenance fee paid 12/12/2023
9888-106231-01	U.S.	Provisional	MONITORING BATTERY PACKS WITHIN A BATTERY ENERGY STORAGE SYSTEM	62/645,623	3/20/2018	N/A	N/A	N/A	N/A	Expired Provisional			
9888-106231-02	PCT		MONITORING BATTERY PACKS WITHIN A BATTERY	PCT/US19/22992	3/19/2019	WO 2019/183111	9/26/2019	N/A	N/A	Expired PCT			

			ENERGY STORAGE SYSTEM									
9888-10623 1-03	U.S.	National Stage	MONITORING BATTERY PACKS WITHIN A BATTERY ENERGY STORAGE SYSTEM	16/982,449	9/18/2020	2021/083329	3/18/2021			Allowed	2/25/2025	Issue Fee paid 2/25/2025; awaiting issued patent certificate
9888-10623 1-04	U.S.	Continuation	SYSTEMS FOR MONITORING BATTERY PACKS WITHIN A BATTERY ENERGY STORAGE SYSTEM	19/075,032	3/10/2025					Pending	3/10/2025	Awaiting action from PTO
9888-10623 2-01	U.S.	Provisional	NOISE-IMMUNE BATTERY PACK COMMUNICATION SYSTEM AND APPLICATIONS THEREOF	62/682,453	6/8/2018	N/A	N/A	N/A	N/A	Expired Provisional		
9888-10623 2-02	PCT		NOISE-IMMUNE BATTERY PACK COMMUNICATION SYSTEM AND APPLICATIONS THEREOF	PCT/US19/35822	6/6/2019	WO 2019/236869	12/12/2019	N/A	N/A	Expired PCT		

9888-106233-01	U.S.	Provisional	MICROGRID POWER SYSTEM	62/682,527	6/8/2018	N/A	N/A	N/A	N/A	Expired Provisional			
9888-106233-02	PCT		MICROGRID POWER SYSTEM	PCT/US19/35838	6/6/2019	WO 2019/236883	12/12/2019	N/A	N/A	Expired PCT			
9888-106233-03	U.S.	National Stage	MICROGRID POWER SYSTEM	16/982,454	9/18/2020	2021/008355	3/18/2021	11,336,111	5/17/2022	Issued	11/17/2025 - Due, 1st maintenance fee	5/17/2022	
9888-106233-04	U.S.	Continuation	MICROGRID POWER SYSTEM	17/743,134	5/12/2022	2022/036010 5	11/10/2022	11,843,278	12/12/2023	Issued	6/18/2027 - Due, 1st maintenance fee	12/12/2023	
9888-106233-05	U.S.	Divisional	MICROGRID POWER SYSTEM	18/525,742	11/30/2023	2024/025882 6	8/1/2024	12,212,181	1/28/2025	Issued	7/28/2028 - Due, 1st maintenance fee	1/28/2025	
9888-106766-01	U.S.	Provisional	MODULAR BATTERY STACK AND SUPPORT SYSTEM	63/295,721	12/31/2021	N/A	N/A	N/A	N/A	Expired Provisional		12/31/2022	Filed PCT 12/30/2022
9888-106766-02	PCT		ENERGY STORAGE SYSTEMS AND ASSOCIATED METHODS	PCT/US22/54375	12/30/2022	WO2023129735	7/6/2023	N/A	N/A	Pending		7/6/2023	National Phase applications filed in CN and US 6/28/2024
9888-106766-03	China	Utility Model	ENERGY STORAGE SYSTEMS AND ASSOCIATED METHODS	202280087040 7	6/28/2024	118476104 A	8/9/2024			Pending		2/21/2025	Notification of Entry into Substantive Exam issued 2/21/2025

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												; awaiting 1st OA
9888-106766-04	U.S.	National Stage	ENERGY STORAGE SYSTEMS AND ASSOCIATED METHODS	18/725,710	6/28/2024					Pending	2/26/2025	Awaiting action from PTO; Acceptance of National Stage Application received 2/26/2025; awaiting 1st OA
9888-108364-01	U.S.	Provisional	HVAC SERVICING CARRIER	63/419,262	10/25/2022	N/A	N/A	N/A	N/A	Expired Provisional	10/25/2023	No non-provisional application is to filed
9888-108365-01	U.S.	Provisional	UNIFORM TEMPERATURE TUNED SINGLE HEATSINK FOR AIR-COOLED BATTERY APPLICATIONS	63/405,266	9/9/2022	N/A	N/A	N/A	N/A	Expired Provisional	9/9/2023	No non-provisional application is to be filed
9888-108366-01	U.S.	Provisional	BATTERY CELLS WITH VENTING INDICATORS	63/430,211	12/5/2022	N/A	N/A	N/A	N/A	Expired Provisional	12/5/2023	No non-provisional application is to be filed
9888-108649-01	U.S.	Provisional	AUXILLIARY LOAD			N/A	N/A	N/A	N/A	Unfiled - In Progress		

			OPTIMIZATION									
9888-108651-01	U.S.	Provisional	CONTROL SYSTEM FOR AIR-COOLED ENCLOSURE-BASED BATTERY ENERGY STORAGE SYSTEMS	63/431,629	12/9/2022	N/A	N/A	N/A	N/A	Expired Provisional	12/9/2023	Filed non-provisional 12/14/2022
9888-108651-02	U.S.	Utility	ACTIVE FAN BALANCING	18/081,524	12/14/2022	2024/0194968	6/13/2024			Pending	6/13/2024	Awaiting action from the PTO
9888-108652-01	U.S.	Provisional	BATTERY OPTIMIZATION PLATFORM			N/A	N/A	N/A	N/A	Unfiled - Not Proceeding		
9888-108653-01	U.S.	Provisional	BATTERY STATE OF CHARGE ESTIMATION	63/451,512	3/10/2023	N/A	N/A	N/A	N/A	Expired Provisional	3/10/2024	Non-provisional application filed 4/21/2023
9888-108653-02	U.S.	Utility	BATTERY STATE OF CHARGE ESTIMATION	18/137,362	4/20/2023	2024/0302439	9/12/2024			Pending	9/12/2024	Awaiting action from the PTO
9888-108736-01	U.S.	Provisional	STACKABLE LADDER TRAY	63/417,981	10/20/2022	N/A	N/A	N/A	N/A	Expired Provisional	10/20/2023	Instructed not to file a non-provisional application
9888-110581-02	PCT											

9888-1106 62-01	China	Utility Model	DETATCHABLE ENERGY STORAGE DEVICE	2.01521E+11	9/2/2015		205039186	2/17/2016	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-1106 63-01	China	Utility Model	OUTDOOR CHARGING PILE	2.01521E+11	9/2/2015		204967341	1/13/2016	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-1106 64-01	China	Utility Model	NOVEL BATTERY MODULE	2.01521E+11	10/19/2015		205039192	2/17/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-1106 65-01	China	Utility Model	LONG DISTANCE TRANSMISSION I2C BUS COMMUNICATION INTERFACE CIRCUIT	2.01521E+11	10/19/2015		205427840	8/3/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-1106 66-01	China	Utility Model	BATTERY PACK INTEGRATED SYSTEM	2.01521E+11	10/19/2015		205039193	2/17/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-1106 67-01	China	Utility Model	AIR-COOLED BATTERY MODULE STRUCTURE	2.01521E+11	10/19/2015		205039221	2/17/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-1106 68-01	China	Utility Model	COMBINED BATTERY CONNECTION STRUCTURE	2.01521E+11	11/6/2015		205159415	4/13/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-1106 69-01	China	Utility Model	BATTERY CONNECTION STRUCTURE	2.01521E+11	11/6/2015		205092284	3/16/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-1106 70-01	China	Utility Model	FIRE FIGHTING SYSTEM FOR ELECTRICITY	2015211324080	12/30/2015		205434759	8/10/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee

			STORAGE CONTAINER								
9888-110671-01	China	Utility Model	MONITORING DEVICE FOR ELECTRICITY STORAGE CONTAINER	2015211329008	12/30/2015	205428090	8/3/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-110672-01	China	Utility Model	COOLING SYSTEM FOR ELECTRICITY STORAGE CONTAINER	201521135094	12/30/2015	205454348	8/10/2016	Abandoned	9/23/2024	Instructed not to pay maintenance fee
9888-110673-01	China	Utility Model	NOVEL INTEGRATED HIGH-VOLTAGE ENERGY STORAGE CABINET SYSTEM	2020212847039	7/3/2020	212435439	1/29/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110674-01	China	Utility Model	QUICK GRADING SYSTEM FOR ECHELON BATTERY	2020212936916	7/3/2020	212810381	3/26/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110675-01	China	Utility Model	LITHIUM BATTERY PACK PROTECTION DEVICE	2020214170066	7/17/2020	212342721	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110676-01	China	Utility Model	AIR COOLING STRUCTURE OF LITHIUM BATTERY PACK	2020214170070	7/17/2020	212342694	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110677-01	China	Utility Model	LITHIUM BATTERY PACK	2020214182152	7/17/2020	212342716	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee

			ISOLATION STRUCTURE							
9888-110678-01	China	Utility Model	ANTI-FALLING LITHIUM BATTERY PACK SHELL	202021418240	7/17/2020	21234274	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110679-01	China	Utility Model	HEAT PRESERVATION DEVICE FOR LITHIUM BATTERY PACK	202021430061	7/20/2020	21234269	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110680-01	China	Utility Model	BOX BODY SEALING STRUCTURE OF LITHIUM BATTERY PACK	202021430062	7/20/2020	21234275	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110681-01	China	Utility Model	EXTERNAL DUSTPROOF STRUCTURE OF LITHIUM BATTERY PACK	202021430103	7/20/2020	21234272	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110682-01	China	Utility Model	LITHIUM BATTERY PACK CONNECTING SHEET STRUCTURE	202021430143	7/20/2020	21234276	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110683-01	China	Utility Model	SOFT PACKET OF LITHIUM CELL GROUP PACKAGE ASSEMBLY	202021432018	7/20/2020	21234271	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110684-01	China	Utility Model	POWER LITHIUM BATTERY PACK	202021418228	7/17/2020	21234271	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee

			CONNECTING STRUCTURE									
9888-110685-01	China	Utility Model	VENTILATION DEVICE FOR LITHIUM BATTERY PACK	202021430140	7/20/2020			212342662	1/12/2021	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110832-01	China	Utility Model	ACTIVE-BALANCING BATTERY MANAGEMENT SYSTEM FOR SMART PHOTOVOLTAIC LOW-SPEED ELECTRIC VEHICLES	2018209306393	6/11/2018			208353021	1/8/2019	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-110833-01	China	Utility Model	ELECTRIC ENERGY STORAGE LITHIUM BATTERY PACK WITH EFFICIENT HEAT DISSIPATION	201921603667 5	9/25/2019			210200916	3/27/2020	Abandoned	4/1/2024	Instructed not to pay maintenance fee
9888-111359-01	China	Utility Model	LONG-DISTANCE TRANSMISSION 12C BUS COMMUNICATION INTERFACE CIRCUIT	201510712605 8	10/19/2015	105243045A	1/13/2016			Abandoned	12/10/2024	Instructed not to file a response
9888-111463-01	China	Utility Model	SAFETY EXPLOSION-PROOF STRUCTURE	202223477461 7	12/26/2022			218975640U	5/5/2023	Abandoned	12/10/2024	Instructed not to pay maintenance fee

			OF STORAGE BATTERY									
9888-1114 64-01	China	Utility Model	THERMAL RUNAWAY PROTECTION STRUCTURE FOR STORAGE BATTERY	202223485871 6	12/27/2 022			21893982 1U	4/28/20 23	Abando ned	12/10/2 024	Instructed not to pay maintena nce fee
9888-1114 65-01	China	Utility Model	UNIFORM HEAT DISSIPATION STRUCTURE FOR ENERGY STORAGE PRODUCT MODULE	202223511639 5	12/28/2 022			21895785 4U	5/2/202 3	Abando ned	12/10/2 024	Instructed not to pay maintena nce fee
9888-1114 66-01	China	Utility Model	AN OUTDOOR MULTI-FUNCTIONAL POWER SUPPLY	202223444376 0	12/22/2 022	N/A	N/A	N/A	N/A	Abando ned	8/1/202 3	Assignme nt to Powin, LLC was not recorded as applicatio n lapsed after rejection in Aug. 2023
9888-1114 67-01	China	Utility Model	AN OUTDOOR POWER STATION WITH GOOD HEAT DISSIPATION PERFORMAN CE	202223458695 7	12/23/2 022					Abando ned	5/23/20 24	Instructed not to file a response

9888-1133 31-01	China	Utility Model	COOLING PLATES FOR BATTERIES	202520248674 7	2/14/2025	Pending	2/14/2025	Awaiting 1st action from CNIPA
9888-1133 31-02	U.S.	Provisional	COOLING PLATES FOR BATTERIES			Not Yet Filed		Awaiting confirmation of named Applicants
9888-1135 14-01	U.S.	Provisional	SYSTEMS AND METHODS FOR PASSIVE BALANCING OF BATTERY PACKS			Not yet filed	3/31/2025	Draft application sent for review

b. TRADEMARKS

KS Ref. No.	Country	Mark Name	Class	Goods/Services	Application No.	Filing Date	Reg. No.	Reg. Date	Sec. 8&15 Dec. (US only)	Renewal	Status	Comments
10493-109105-01	USA	EnergyReserve	9	Electric control devices for energy storage; electric power converters; electrical storage batteries	97/612,451	9/29/2022					Abandoned	owned by GPTECH, Inc.
10493-109964-01	USA	EnergyReserve	9	Electric control devices for energy storage; electric power converters; electrical storage batteries	86/410,268	10/1/2014	4,819,603	9/22/2015		9/22/2025	Registered (owned by GPTECH USA, Inc.)	Section 7 Request to Amend owner to reflect GPTECH, Inc. granted by USPTO
9888-100566-01	USA	STACK	9	Modular Energy Storage System For Providing Electrical Power	87/873,439	4/11/2018					Abandoned	

9888-100567-01	USA	9, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 42: Engineering services; electrical systems design services; design and integration of battery systems	87/873,442	4/11/2018	5,712,492	3/2/2019	4/2/2025 (filed)	4/2/2029	Registered

9888-100567-02	Canada	9, 37, 42	Class 9: Electric storage batteries; general purpose batteries; grids for batteries; charging stations for electric vehicles Class 37: Installation of battery systems Class 42: Design, planning and engineering of electrical storage batteries; electrical engineering; mechanical engineering; electrical systems design services; design and development	1,897,913	5/7/2018	TMA1,106,334	8/9/2021	8/9/2031	Registered

									of battery systems
9888-100567-03	China	9, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile	A007 5614	5/4/2018	1414675	5/4/2018	5/4/2028	Registered via International Registration on No. 1414675. Request to Cancel Registration filed by third party. No further action to be taken in matter. Registration should eventual

ly be cancelled.									
power-charging stations									
	Class 42: Engineering services; electrical systems design services; design and integration of battery systems								
9888-100567-66	Madrid (covering China)	9, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	A007 5614	5/4/2018	1414675	5/4/2018	5/4/2028	Registered via International Registration No. 1414675.
			Class 42:						

9888-105002-01	USA	STACKOS	Engineering services; electrical systems design services; design and integration of battery systems	Unfiled - In Progress	Draft recitation of goods sent to client for approval
9888-105003-01	USA	STACKOS+		Unfiled - In Progress	Draft recitation of goods sent to client for approval
9888-105004-01	USA	MAKING STORAGE SIMPLE		Unfiled - In Progress	Awaiting instructions to file.

9888-111969-01	USA	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	98/635,099	7/5/2024			Pending	Suspended pending outcome of US App. No. 98329935 for POWIN filed by Powin Information Technology Inc.; KMH to call Examiner re same
9888-111970-01	USA	AEGIS							Unfiled - Not Proceeding	
9888-111971-01	USA	ATLAS							Unfiled - Not Proceeding	
9888-112030-01	USA	NEXUS							Unfiled - Not Proceeding	
9888-112031-01	USA	CONNECT							Unfiled - Not Proceeding	

9888-105656-01	USA	CENTIPEDE	9	Modular battery storage systems consisting primarily of utility-scale batteries in enclosures for providing electrical power for electricity grid applications	88/164,245	10/22/2018	6,639,559	2/82022	2/8/2028	2/8/2032	Registered
9888-105689-01	USA	POWIN ENERGY	11, 42	Class 11: Lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	86/521,596	2/2/2015	4,865,706	12/8/2015	12/8/2021 (filed)	12/8/2025	Registered

9888-105805-01	USA	POWIN ENERGY	9	Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations	86/29,545	1/5/2016	4,882,384	1/5/2016	1/5/2022 (filed)	1/5/2026	Registered
9888-105848-01	USA	BUILDING THE WORLD'S BEST BATTERIES	9, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-	90/53,355	2/16/2021					Abandoned

				charging stations					
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems					
9888-106715-01	USA	POWIN STACK	9	Modular energy storage system for managing electrical power comprised of battery cells and an electronic regulator that monitors and controls the charging and discharging of rechargeable batteries	90/804,882	6/30/2021		Abandoned	Application was allowed; instructed to take no further action
9888-108632-01	USA	LEADING THE CHARGE						Unfiled - Not Proceeding	

9888-108633-01	USA	ENERGY STORAGE MADE SIMPLE	9, 42	Class 42: Engineering services; electrical systems design services; design and integration of battery systems	97/48 2,368	6/29/20 22	7,559,905	11/5/20 24	11/5/20 30	11/5/20 34	Registered
9888-108634-01	USA	BUILDING THE FUTURE OF ENERGY									Unfiled - Not Proceeding
9888-108890-01	USA	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11:	97/55 9,144	8/22/20 22	7,222,099	11/21/23	11/21/29	11/21/33	Registered

				lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-66	International Registration	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered

											stations
											Class 11: lighting fixtures
											Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-02	Afghanistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-03	OAPI (via Madrid) **OAPI includes Benin, Burkina Faso, Cameroon, the Central African Republic, Chad, the Comoros, the Congo, Côte d'Ivoire, Equatorial	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

			stations								
				Class 11: lighting fixtures							
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
	Guinea, Gabon, Guinea, Guinea-Bissau, Mali, Mauritania, the Niger, Senegal, and Togo										
9888-108890-04	Albania (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-05	Algeria (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				stations					
				Class 11: lighting fixtures					
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems					
9888-108890-06	Antigua and Barbuda (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	Registered via International Registration No. 1687240.

										stations
										Class 11: lighting fixtures
										Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-07	Armenia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		Registered via International Registration No. 1687240.

								stations
								Class 11: lighting fixtures
								Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-08	Australia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022		Pending: Provisional Refusal issued; response due 11/18/25

											stations
											Class 11: lighting fixtures
											Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-09	Austria (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-10	Azerbaijan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

										stations
										Class 11: lighting fixtures
										Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-11	Bahrain (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-12	Belarus (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-13	Belgium (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240. Included in Benelux.

stations										
Class 11: lighting fixtures										
Class 42: Engineering services; electrical systems design services; design and integration of battery systems										
9888-108890-14	Bhutan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

					stations					
					Class 11: lighting fixtures					
					Class 42: Engineering services; electrical systems design services; design and integration of battery systems					
9888-108890-15	Bosnia and Herzegovina (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

											stations
											Class 11: lighting fixtures
											Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-16	Botswana (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

											stations
											Class 11: lighting fixtures
											Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-17	Brazil (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/1932	Registered via International Registration No. 1687240

											stations
											Class 11: lighting fixtures
											Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-18	Brunei Darussalam (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/20 22	1687240	8/31/20 22		8/31/19 32	Registered via International Registration No. 1687240

										stations
										Class 11: lighting fixtures
										Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-19	Bulgaria (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

											stations
											Class 11: lighting fixtures
											Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-20	Cape Verde (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/1932	Registered via International Registration No. 1687240

stations										
Class 11: lighting fixtures										
Class 42: Engineering services; electrical systems design services; design and integration of battery systems										
9888-108890-21	Cambodia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

						stations		
						Class 11: lighting fixtures		
						Class 42: Engineering services; electrical systems design services; design and integration of battery systems		
9888-108890-22	Canada (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	Pending; Office Action issued; Response due 7/15/2025	

stations											
	Class 11: lighting fixtures										
	Class 42: Engineering services; electrical systems design services; design and integration of battery systems										
9888-108890-23	Chile (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

											stations
											Class 11: lighting fixtures
											Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-24	China (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2020	Abandoned

stations										
Class 11: lighting fixtures										
Class 42: Engineering services; electrical systems design services; design and integration of battery systems										
9888-108890-25	Colombia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

											stations
											Class 11: lighting fixtures
											Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-26	Croatia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

											stations
											Class 11: lighting fixtures
											Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-27	Cuba (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

											stations
											Class 11: lighting fixtures
											Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-28	Cyprus (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

					stations						
					Class 11: lighting fixtures						
					Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-29	Czech Republic (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

											stations
											Class 11: lighting fixtures
											Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-30	North Korea (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

											stations
											Class 11: lighting fixtures
											Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-31	Denmark (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-32	Egypt (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

stations											
	Class 11: lighting fixtures										
	Class 42: Engineering services; electrical systems design services; design and integration of battery systems										
9888-108890-33	Estonia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-34	Eswatini/Swaziland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-35	European Union (via Madrid) **European Union includes Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany,	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

	Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden			stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems			
9888-108890-36	Finland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile	A012 6879	8/31/2022	Abandoned

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										power-charging stations
										Class 11: lighting fixtures
										Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-37	France (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

										charging stations
										Class 11: lighting fixtures
										Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-38	Gambia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations						
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-39	Georgia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

											stations
											Class 11: lighting fixtures
											Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-40	Germany (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

											stations
											Class 11: lighting fixtures
											Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-41	Ghana (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.	

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-42	Greece (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

					stations						
					Class 11: lighting fixtures						
					Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-43	Hungary (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

										stations
										Class 11: lighting fixtures
										Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-44	Iceland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

								stations
								Class 11: lighting fixtures
								Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-45	India (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022		Pending

					stations						
					Class 11: lighting fixtures						
					Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-46	Indonesia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-47	Iran (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

											stations
											Class 11: lighting fixtures
											Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-48	Ireland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				stations							
				Class 11: lighting fixtures							
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-49	Israel (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

											stations
											Class 11: lighting fixtures
											Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-50	Italy (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

											stations
											Class 11: lighting fixtures
											Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-51	Jamaica (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-52	Japan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A0126879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				stations						
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-53	Kazakhstan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

											stations
											Class 11: lighting fixtures
											Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-54	Kenya (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				stations						
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-55	Kyrgizstan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240

											stations
											Class 11: lighting fixtures
											Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-56	Laos (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

										stations
										Class 11: lighting fixtures
										Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-57	Latvia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

										stations
										Class 11: lighting fixtures
										Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-58	Lesotho (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-59	Liberia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

											stations
											Class 11: lighting fixtures
											Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-60	Liechtenstein (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

											stations
											Class 11: lighting fixtures
											Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-61	Lithuania (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-62	Luxembourg (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240. Included in Benelux.

											stations
											Class 11: lighting fixtures
											Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-64	Malawi (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

stations											
	Class 11: lighting fixtures										
	Class 42: Engineering services; electrical systems design services; design and integration of battery systems										
9888-108890-65	Malaysia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

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					stations						
					Class 11: lighting fixtures						
					Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-67	Mexico (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

				stations						
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-68	Monaco (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

					stations					
					Class 11: lighting fixtures					
					Class 42: Engineering services; electrical systems design services; design and integration of battery systems					
9888-108890-69	Mongolia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

				stations							
				Class 11: lighting fixtures							
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-70	Montenegro (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

				stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-71	Morocco (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

					stations						
					Class 11: lighting fixtures						
					Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-72	Mozambique (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

					stations						
					Class 11: lighting fixtures						
					Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-73	Namibia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

					stations						
					Class 11: lighting fixtures						
					Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-74	Netherlands (via Madrid) **Netherlands includes Netherlands, Aruba, Curaçao and St Maarten	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240. Included in Benelux.

				stations							
				Class 11: lighting fixtures							
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems							
9888-108890-75	New Zealand (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				stations						
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-76	Macedonia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

stations										
	Class 11: lighting fixtures									
	Class 42: Engineering services; electrical systems design services; design and integration of battery systems									
9888-108890-77	Norway (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

											stations
											Class 11: lighting fixtures
											Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-78	Oman (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

					stations						
					Class 11: lighting fixtures						
					Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-79	Pakistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

				stations						
				Class 11: lighting fixtures						
				Class 42: Engineering services; electrical systems design services; design and integration of battery systems						
9888-108890-80	Philippines (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

										stations
										Class 11: lighting fixtures
										Class 42: Engineering services; electrical systems design services; design and integration of battery systems
9888-108890-81	Poland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

						stations	
						Class 11: lighting fixtures	
						Class 42: Engineering services; electrical systems design services; design and integration of battery systems	
9888-108890-82	Portugal (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging	A012 6879	8/31/2022	Abandoned

stations

Class 11: lighting fixtures

Class 42: Engineering services; electrical systems design services; design and integration of battery systems

9888-108890-83	Korea (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Electrical Engineering services; engineering services relating to the design of electronic systems; engineering services for	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

others; engineering services in the field of electrical power; engineering services relating to computer programmin; engeneering services related to the disign of energy storage systems; electrical systems design services; design and integration of battery systems

9888-108890-84	Moldova (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

9888-108890-85	Romania (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

9888-108890-86	Russia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108890-87	Rwanda (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108890-88	Samoa (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

9888-108890-89	San Marino (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

9888-108890-90	Sao Tome & Principe (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

9888-108890-91	Serbia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108890-92	Sierra Leone (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

9888-108890-93	Singapore (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

9888-108890-94	Slovakia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108890-95	Slovenia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108890-96	Spain (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	Abandoned

9888-108890-97	Sudan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

9888-108890-98	Sweden (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240. (Classes 9 & 42 refused)

9888-108890-99	Switzerland (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

9888-108914-01	Syria (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

9888-108914-02	Tajikistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

9888-108914-03	Thailand (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	Pending

9888-108914-04	Trinidad and Tobage (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

9888-108914-05	Tunisia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-06	Turkey (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

9888-108914-07	Turkmenistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-08	Ukraine (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-09	United Arab Emirates (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240.

9888-108914-10	United Kingdom (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/20 22	1687240	8/31/20 22		8/31/20 32	Registered via International Registration No. 1687240.

9888-108914-12	Uzbekistan (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

9888-108914-13	Vietnam (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240

9888-108914-14	Zambia (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

9888-108914-15	Zimbabwe (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations Class 11: lighting fixtures Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/20 22	1687240	8/31/20 22	8/31/20 32	Registered via International Registration No. 1687240.

9888-108914-16	South Korea (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations; Class 11: lighting fixtures; Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022		8/31/2032	Registered via International Registration No. 1687240.

9888-108914-17	Benelux (via Madrid)	POWIN	9, 11, 42	Class 9: Energy storage systems comprised of electrical storage batteries for commercial, residential and vehicle-power charging station purposes, including automobile power-charging stations; Class 11: lighting fixtures; Class 42: Engineering services; electrical systems design services; design and integration of battery systems	A012 6879	8/31/2022	1687240	8/31/2022	8/31/2032	Registered via International Registration No. 1687240. Includes Belgium, the Netherlands and Luxemburg

9888-111969-66	International Registration	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	A0154584	12/30/2024	1837077	12/30/2024		12/30/2034	Registered
9888-111969-02	Australia (via Madrid)	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	A0154584	12/30/2024					Pending: Provisional Refusal issued; response due 5/25/26
9888-111969-03	European Union (via Madrid) **European Union includes Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland,	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	A0154584	12/30/2024					Pending Published for opposition (ends 6/10/2025)

	France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands,						
9888-111969-04	United Kingdom (via Madrid)	POWIN POD	9	Battery energy storage system comprised primarily of batteries, battery cells and electric controllers	A015 4584	12/30/2024	Pending; approved for publication

c. DOMAIN NAMES

Domain Name	Owner	Registar	Renewal Date
p0vv1n.com	Powin LLC	GoDaddy	4/16/2026
p0vvin.com	Powin LLC	GoDaddy	4/16/2026
p0vvln.com	Powin LLC	GoDaddy	4/16/2026
p0w1n.com	Powin LLC	GoDaddy	4/16/2026
p0win.com	Powin LLC	GoDaddy	4/16/2026

p0wln.com	Powin LLC	GoDaddy	4/16/2026
povv1n.com	Powin LLC	GoDaddy	4/16/2026
povvin.com	Powin LLC	GoDaddy	4/16/2026
povvln.com	Powin LLC	GoDaddy	4/16/2026
pow1n.com	Powin LLC	GoDaddy	4/16/2026
powin.au	Powin LLC	GoDaddy	3/29/2028
powin.biz	Powin LLC	GoDaddy	1/9/2026
Powin.com	Powin LLC	GoDaddy	11/30/2025
powinchina.com	Powin LLC	GoDaddy	11/8/2027
powinenergy.com	Powin LLC	GoDaddy	4/11/2026
powinrr.com	Powin LLC	GoDaddy	4/16/2026
powintest.com	Powin LLC	GoDaddy	3/18/2026

(ii) None.

(iii)

a. The contracts identified as "Framework Agreement" under the "Contract Type" column in the attached Customer and Vendor Schedule.
b. The contracts identified as "Energy Supply Agreement" or "ESA" under the "Contract Type" column in the attached Customer and Vendor Schedule.
c. The contracts identified as "Technology Escrow Agreement" under the "Contract Type" column in the attached Customer and Vendor Schedule.
d. Software License and Data Security Agreement, by and between Powin, LLC and Strata Solar, LLC (and Virginia Electric and Power Company for certain purposes), dated as of October 13, 2023.
e. Gatekeeper Intellectual Property and Software License Agreement, by and between Powin, LLC and Idaho Power Company, dated as of May 11, 2023.
f. Gatekeeper Intellectual Property and Software License Agreement, by and between Powin, LLC and DTE Electric Company, dated as of September 25, 2024.
g. Term Sheet, by and between Powin, LLC and CIMC Technology Co., Ltd., dated as of July 28, 2022.
h. Joint Venture Agreement for Energy Storage Manufacturing, by and between CIMC Technology Co., Ltd, Qingdao CIMC Container Manufacture Co. Ltd., and Powin China Holdings 2, LLC.

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Exhibit 2 - Order Authorizing the Debtors to Enter Into and Perform Under the FI Page 539 of 597

i. Joint Venture Agreement for Energy Market in Taiwan (TPE Energy Inc), by and between Powin Energy Corporation and IBASE Gaming Inc, dated as of May 20, 2020.

j. Memorandum of Understanding for UCB and Powin JV, by and between UCB S.A. and Powin LLC, dated as of January 10, 2025 (Note: This is a non-binding MOU; a definitive agreement, once executed, would be material).

Contract Management - Contract information - ESA, Framw, LNTP, LTSA, MSA, MOU, PO, Purch, TEA

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*
Acelliant-Powin-Microsoft 365 Order Form-03052025	Purchase Order	Axelliant	03/04/2025
TechHeads-Powin-THInc Ops MSA-03182022	Master Service Agreement	TechHeads	03/18/2022
Logicalis-Powin-Internet Access-04112024	Purchase Order	Logicalis	04/18/2024
TechHeads-Powin-2024 CSP Annual Agreement-03062024	Purchase Order	TechHeads	03/06/2024
OfficeSpace-Powin-OrderForm-12152024	Purchase Order	OfficeSpace Software, Inc.	12/15/2024
OfficeSpace-Powin-OrderForm-12152023	Purchase Order	OfficeSpace Software, Inc.	12/15/2023
OnlineBusinessSystems-Powin-MSA-02262021	Master Service Agreement	Online Enterprises, Inc.	02/26/2021
Procore-Powin-OrderForm-12212024	Purchase Order	Procore Technologies, Inc.	12/27/2024
RFPIO-Powin-OrderForm05032022	Purchase Order	RFPIO, Inc.	05/03/2022
TravelIncorporated-Powin-MSA-06292023	Master Service Agreement	Travel Incorporated	06/29/2023
LucidSoftwareInc.-Powin-Order Form-1.27.2025	Purchase Order	Lucid Software, Inc.	01/27/2025
Techheads-Powin-Order Form-KnowBe4-6.11.2024	Purchase Order	TechHeads, LLC	06/11/2024
InternationalSOS-Powin-MSA-06/30/2023	Master Service Agreement	International SOS Assistance, Inc.	06/30/2023
JAMF-Powin-Order Form-3.2.2025	Purchase Order	Jamf Software, LLC	03/02/2025
Concur-Powin-OrderForm-06-12-2023	Purchase Order	Concur Technologies, Inc.	06/12/2023
ConcurTechnologiesInc-Powin-OrderForm-02-20-2024	Purchase Order	Concur Technologies, Inc.	02/20/2024
GoFireFlyInc-Powin-OrderForm-1.31.2025	Purchase Order	Go Fire Fly, Inc.	01/31/2025
Salesforce-Slack-Powin-11/24/2025	Master Service Agreement	Salesforce, Inc	12/15/2024
Resilience360Inc-Powin-OrderForm-10.31.2023	Purchase Order	Resilience360, INC.	10/31/2023
SmartSheet-Powin-OrderForm-12/31/2024	Purchase Order	Smartsheet	12/31/2024
Smartsheet-Powin-OrderForm-07-37-2024	Purchase Order	Smartsheet	07/31/2024
Smartsheet-Powin-OrderForm-1-13-2025	Purchase Order	Smartsheet	01/10/2025
DassaultSystemesSolidworksCorporation-Powin-MSA-10-23-2023	Master Service Agreement	Dassault Systemes SolidWorks Corporation	10/25/2023
GoEngineer-Powin-Order Form Dymola-4.4.2025	Purchasing Agreement	GoEngineer	04/04/2025
Solution7-Powin-OrderForm-11-27-2024	Purchase Order	Solution 7 Limited	11/27/2024
Docusign-Powin-Order Form-1.31.2025	Purchase Order	Docusign, Inc.	01/31/2025
TechHeads-Verkada-Powin-OrderForm-04-24-2024	Purchase Order	TechHeads	04/24/2024
Deel, Inc.-Powin- Order Form-12.27.2024	Purchasing Agreement	Deel, Inc.	12/27/2024
TechHeads-Verkada-Powin-OrderForm-05-23-2023	Purchase Order	TechHeads	05/23/2023
Astound-Powin-ServiceOrder05-26-2023	Purchase Order	Astound Business Solutions, LLC	05/26/2023
CTX-Powin-Order Form-ZebraOne Care-1.16.2024	Purchasing Agreement	CTX	01/16/2024
Comcast-Powin-PDX Move Order Form-10_2_2024	Purchase Order	Comcast Cable Communications Management, LLC	10/02/2024
Crowe LLP-Powin-MSA-YHireProgram-1.3.2024	Master Service Agreement	Crowe, LLP	01/03/2024
ConductorOne-Powin-Order Form-12.21.2023	Purchase Order	ConductorOne, Inc.	12/21/2023
Zoom-Powin-Amendment-01292024	Purchase Order	Zoom	01/30/2024

Comcast-Powin-PDX Order Form-11.2.2021	Purchase Order	Comcast Cable Communications Management, LLC	11/02/2021
TechHeadsArcticWolf-Powin-OrderForm03012025	Purchase Order	TechHeads	03/01/2025
Comcast-Powin-HQ Order Form-11.2.2021	Purchase Order	Comcast Cable Communications Management, LLC	11/02/2021
Celigo Inc-Powin-Order Form-04.17.2025	Purchase Order	Celigo, Inc.	04/17/2025
PTCInc-Powin-MSAAmendment-03-31-2025	Master Service Agreement	PTC, Inc.	03/31/2025
AgileBits-Powin-MSA02-27-2025.docx	Master Service Agreement	AgileBits	02/27/2025
powin-Alliant - Consulting Services Agreement amendment 1 -05.19.2025	Master Service Agreement	Alliant Insurance Services, Inc.	05/19/2025
Beneficiary Enrollment (Rider C) - Santa Paula Energy Storage - Powin Energy 180612	Technology Escrow Agreement	Santa Paula Energy Storage, LLC	
Rider C - KCE-Powin PEC (Construction Projects)(NRF 12.31).DOCX	Technology Escrow Agreement	KCE Texas Holdings 2020, LLC	01/13/2021
GreEnergy - POWIN - ASP MSA - 05.21.2025.docx	Master Service Agreement - ASP	GreEnergy Resources, LLC	05/21/2025
Intuitive Safety Solutions, Inc. (ISS) - Powin, LLC - Master Services Agreement - 05.12.2025	Master Service Agreement	Intuitive Safety Solutions, Inc. (ISS)	05/12/2025
Metro-Fire – Powin – ASP MSA – 05.01.2025	Master Service Agreement - ASP	Metro Fire Equipment Inc	04/18/2025
Capgemini America, Inc. - Powin, LLC - Statement of Work - 01.27.25	Master Service Agreement	Capgemini America, Inc.	01/27/2025
Arrow Canyon - Powin Addendum and Amendmentto ESA-04.10.25	ESA (Energy Storage Agreement)	Arrow Canyon Solar, LLC	04/10/2025
RES-Powin-GAL0020 -_Alcoutim_-_Statement_of_Work_-_LTSA_04.03.2025	Master Service Agreement - ASP	RES Energy Global Services, S.L.U.	04/03/2025
Pike Purchase Order - 3.7.2025	Purchase Order	Pike Telecom and Renewables, LLC	03/07/2025
Databricks Contract For AWS Marketplace Commit_Q-54357_2025-01-30	Purchase Order	Databricks, Inc.	01/30/2025
Activpayroll_Powin_Master_Services_Agreement_-04.17.2023	Master Service Agreement	activpayroll Ltd.	04/17/2023
Powin - KMC - LTSA - Brandywine (Executed 1APR2025)	LTSA (Long Term Service Agreement)	KMC Thermo, LLC	04/01/2025
PRAXIS Powin Two Party Master Escrow Agreement - 03.22.2024 (2)	Technology Escrow Agreement	Praxis Technology Escrow	03/22/2024
DNV GL - Powin Energy Corporation - Framework Agreement - 10.28.2020	Framework Agreement	DNV Energy Insights USA Inc.	10/28/2020
DNV GL - Powin LLC - Amendment 1 to Frame Agreement - 11.27.2023	Framework Agreement	DNV Energy Insights USA Inc.	11/27/2023
Deel_-_Powin_-_Q-79364-2-5-Feb-2025-07-12-41-signed	Purchase Order	Deel	06/01/2025
Deel- Powin - HR_Consulting_Services_Agreement - 03.06.2025	Master Service Agreement	Deel Inc.	03/06/2025
Apex - APE0060 - Angelo - LTSA Amendment #2 - 3.7.2025	LTSA (Long Term Service Agreement)	Angelo Storage, LLC.	03/07/2025
Capgemini America, Inc. - Powin, LLC - SOW Change Request - 03.15.2025	Purchase Order	Capgemini America, Inc.	03/15/2025
Great Kiskadee ESA - PWA Amendment No. 2 Executed - 02.21.2025	ESA (Energy Storage Agreement)	Great Kiskadee Storage, LLC	02/21/2025

Desert Quartzite PA Amendment 003_-02.28.2025	ESA (Energy Storage Agreement)	Desert Quartzite, LLC	02/28/2025
Powerflex - Powin - ESA PFX0050 USCS Fresno - 02.21.2025	ESA (Energy Storage Agreement)	PowerFlex Solar, LLC	02/21/2025
TUV-R - Powin, LLC - Assurance Framework MOU - 02.21.2025	Memorandum of Understanding	TUV-R	02/21/2025
Circulor - Powin - MSSA - 02.18.2025	Master Service Agreement	Circulor Inc	02/18/2025
Davinci Technology, L.L.C. d/b/a CORE Health Networks - Powin, LLC - Master Service Agreement - 02.14.2025	Master Service Agreement	Davinci Technology, L.L.C. d/b/a CORE Health Networks	02/14/2025
WSB - ESA Deed of amendment No. 4 - updated Project Schedule - 01.30.2025	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	01/30/2025
LTSA - SOL0020 - Croton Harmon - BESS LTSA (compiled, dated, fully executed)	LTSA (Long Term Service Agreement)	SCS VAN WYCK 012823 CROTON ON HUDSON, LLC	02/10/2025
Powin Energy, IG & SS '21	Master Service Agreement	Mergermarket (US) limited Acuris	12/17/2021
Capgemini America, Inc. - Powin, LLC - Master Services Agreement - 01.27.2025	Master Service Agreement	Capgemini America, Inc.	01/27/2025
Thomson Reuter - Powin LLC HighQ Renewal_NEW__HighQ Order Form._01.16.2025	Purchase Order	Thomson Reuters West Publishing Corporation	01/16/2025
Thomson Reuters - Powin - ProFlex Addendum HighQ - fully executed 1.22.2025	Purchase Order	Thomson Reuters West Publishing Corporation	01/22/2025
JV Powin UCB revUCB 101224 PDF	Memorandum of Understanding	UCB S.A.	01/20/2025
Intura pty Ltd - Powin AU - ASP MSA - 01.17.2025	Master Service Agreement - ASP	Intura PTY LTD	01/17/2025
Amendment #1 to Ravenswood Group 3 ESA__BHER_(fully executed)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	01/06/2025
Amendment #1 to Ravenswood Group 2 ESA__BHER_(fully executed)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	01/06/2025
Amendment #1 to Ravenswood Group 1 ESA__BHER_(fully executed)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	01/06/2025
NoBlue2 - Powin, LLC - Master Service Agreement - 01.10.2025	Master Service Agreement	NoBlue2	01/10/2025
ESA_Second_Deed_of_Amendment_-_Ulinda_Park - 12.23.2024	ESA (Energy Storage Agreement)	Ulinda Park ProjectCo Pty Ltd	12/23/2024
Circulor - Powin - Order Form 1.2.2025	Purchase Order		01/02/2025
Powin_Deel_Final_MSA - 01.03.2023	Master Service Agreement	Deel Inc.	01/03/2023
SOW of Powin B2B implementation_Dec20.2024-双章	Master Service Agreement	Logicalis Shanghai limited	12/20/2024
Powin Form LTSA DTE0010 Slocum (Fully compiled, dated, executed)	LTSA (Long Term Service Agreement)	DTE Electric Company	12/20/2024
INV0031 La Toba ESSSA Executed (Final)	ESA (Energy Storage Agreement)	MG HR S de R.L de C.V.	12/13/2024

La_Toba_LNTP_Letter_Agreement_-_Amendment_No._2_INV_Dec_13_24_Executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	MG HR S de R.L de C.V.	11/07/2024
Logicalis Shanghai Limited - Powin Qingdao Representative Office - Sales Contract for 75 licenses - 11.14.2024	Master Service Agreement	Logicalis Shanghai Limited	11/14/2024
ThrivePass, Inc. - Powin Energy Operating, LLC - MSA - 10.21.2022	Master Service Agreement	ThrivePass, Inc.	01/01/2023
GALP - Powin - LTSA Alcoutim - 10.01.2024	LTSA (Long Term Service Agreement)	Galp Parques Fotovoltaicos de Alcoutim, LDA	10/01/2024
Powin LLC - Trail B Technologies - Software Subscription Agreement and DPA - 12.06.2024	Master Service Agreement	TrailB Technologies LLC	12/06/2024
Gotion Inc - Powin LLC - MSA - 10.08.2024	Master Supply Agreement	Gotion, Inc.	10/08/2024
Logicalis Shanghai Limited - Powin Qingdao Representative Office - Cloud Service Contract - 09.08.2024	Master Service Agreement	Logicalis Shanghai Limited	09/08/2024
Powin BHER ESA - BHE0020 Solar Star 3 (fully executed)_recompiled 12.05.2024	ESA (Energy Storage Agreement)	Solar Star 3, LLC	08/31/2023
Stem, Inc. - Powin, LLC - STM0651 - Dark and Stormy I - 03.08.2024	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2024
Stem - Powin - STM0578 Velvet Mite SD DC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem, Inc. - Powin, LLC - STM0652 - Dark and Stormy II - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem - Powin - STM0577 Velvet Mite ML DC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem - Powin - STM0576 Velvet Mite MR AC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem, Inc. - Powin, LLC - STM0911 - Dighton Tremont - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem - Powin - STM0574 Velvet Mite BR DC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem - Powin - STM0573 Velvet Mite QR DC - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem - Powin - STM0572 Velvet Mite CPR - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem - Powin - STM0571-Velvet Mite TR - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem Inc - Powin - STM0493 Mosquito 3 - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem Inc - Powin - LLC - STM0492 Mosquito 2 - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem Inc - Powin LLC - STM0491 - Mosquito 1 LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem Inc.	03/08/2023
Stem, Inc. - Powin, LLC - STM0912 - Douglas Oak - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem - Powin, LLC - STM0913 - Palmer Sykes - LTSA - 03.08.2023	LTSA (Long Term Service Agreement)	Stem, Inc.	03/08/2023
Stem, Inc. - Powin, LLC - STM0100 - Viper - LTSA - 02.28.2021	LTSA (Long Term Service Agreement)	Stem, Inc.	02/28/2021
RES - Powin - Statement of Work under MSA for GAL0020 - Alcoutim - 10.07.2024	Master Service Agreement - ASP	RES ENERGY GLOBAL SERVICES S.L.U.	10/07/2024
RES - Powin - Statement of Work under ASP MSA for PCE0020 - Overhill - 11.07.2024	Master Service Agreement - ASP	RES ENERGY GLOBAL SERVICES S.L.U.	11/07/2024

Serrano - First Amendment to ESA (compiled Execution Version 11-6-24)	ESA (Energy Storage Agreement)	Serrano Solar, LLC	11/06/2024
Logicalis Shanghai Limited - Powin, LLC - Printing Management Service Contract - 11.07.2024	Master Service Agreement	Logicalis Shanghai Limited	11/07/2024
Desert Quartzite - EDF0480 - ESA Amendment 002 - 10.18.2024	ESA (Energy Storage Agreement)	Desert Quartzite, LLC	10/18/2024
La Toba LTNP Amendment 1 (Oct 29, 2024) Executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	MG HR S de R.L de C.V.	10/25/2024
Ulinda Park - Powin - Termination of Rider C under 191112 - 10.29.2024	Technology Escrow Agreement	Praxis Technology Escrow	10/29/2024
Logicalis Shanghai Limited - Powin Qingdao - Sales Contract - 09.08.2024	Purchasing Agreement	Logicalis Shanghai Limited	09/08/2024
SS3 - First Amendment to ESA 2024.10.11	ESA (Energy Storage Agreement)	Longroad	10/11/2024
Cogent-Powin_Arrow Canyon-MSA_Approved Service Provider - 12.02._2331_2	Master Service Agreement - ASP	Cogent Renewables, Inc.	12/02/2022
Logicalis - Powin Cloud Service Contract 2024 FINAL	Master Service Agreement	Logicalis Shanghai Limited	08/09/2024
Logicalis - Powin Sales Contract 2024 FINAL	Purchasing Agreement	Logicalis Shanghai limited	08/09/2024
Antidot - Powin- Fluid Topics Order form, T&C and DPA_09.30.2024	Purchase Order	Fluid Topics	10/01/2024
Slalom Inc - Powin - Knowledge Management Discovery SOW - 09.11.2024	Master Service Agreement	Slalom, Inc	09/11/2024
Great Kiskadee - Amendment No. 1 to LTSA - 09.30.2024	LTSA (Long Term Service Agreement)	Great Kiskadee Storage, LLC	09/30/2024
Great Kiskadee - Amendment No. 1 to ESA - 09.30.2024	ESA (Energy Storage Agreement)	Great Kiskadee Storage, LLC	09/30/2024
Apex - Angelo - Amendment No. 1 to ESA - 09.30.2024	ESA (Energy Storage Agreement)	Angelo Storage, LLC.	09/30/2024
Apex - Angelo - Amendment No. 1 to LTSA - 09.30.2024	LTSA (Long Term Service Agreement)	Angelo Storage, LLC.	09/30/2024
Form Blanket Purchase Order 20210218 FINAL Signed 20210219 - PEC	Purchase Order	Stem, Inc.	02/22/2021
West Warwick III - Powin LTSA (Executed)	LTSA (Long Term Service Agreement)	West Warwick Energy Storage 3 LLC	09/26/2024
West Warwick II - Powin LTSA (Executed)	LTSA (Long Term Service Agreement)	West Warwick Energy Storage 2 LLC	09/26/2024
CA Financial Services service Agreement Powin Australia Broker	Master Service Agreement	CA Financial Services	08/22/2024
Powin, LLC - Consulting Agreement with Slalom, Inc. (clean) - signed	Master Service Agreement	Slalom, Inc.	09/11/2024
Transperfect - Powin - SOW - Portuguese Program (part 1) - 08.21.2024	Master Service Agreement	TransPerfect International LLC	08/21/2024
Ulinda Park - Powin - Praxis - Tech Escrow Agreement - 09.10.2024	Technology Escrow Agreement	Ulinda Park Project Co Pty Ltd	09/10/2024
Fedex - Powin LLC - Pricing Agreement - 9.6.2024	Master Service Agreement	Federal Express Corporation (FedEx)	09/06/2024
Ulinda Park_ESA_Deed_of_Amendment (Fully Executed Dated 29 August 2024)	ESA (Energy Storage Agreement)	Ulinda Park Project Co Pty Ltd	08/29/2024
Lone Star AR ESA - Second Amendment with Ex. CC - Fully Executed	ESA (Energy Storage Agreement)	Lone Star Solar, LLC	08/21/2024

Acorn-I-First-Amendment-to-Powin-Acorn-I-Energy-Two-Party-Master-Escrow-Agreement-HL-2-21-2022.d	Technology Escrow Agreement	Praxis Technology Escrow	02/21/2022
esVolta - Powin Energy Corp - Master Supply Agreement - 12.4.2017	Master Supply Agreement	esVolta LP	12/04/2017
Lone Star - Powin - First Amendment to A&R ESA (Fully Executed and Compiled)	ESA (Energy Storage Agreement)	Lone Star Solar, LLC	01/19/2024
RES Global Energy Services S.L.U. - Powin LLC - ASP MSA 8.12.2024	Master Service Agreement - ASP	RES Energy Global Services, S.L.U.	08/12/2024
STR0400 - NovaSource - Powin - Limited Services Agreement - 07.03.2024	LTSA (Long Term Service Agreement)	Northstar Energy Management, LLC	07/03/2024
Phillip Riley Projects - Powin AU - ASP MSA - 2024.docx	Master Service Agreement - ASP	Phillip Riley Projects Pty Ltd.	08/02/2024
Amendment to LTSA - Ameresco Viper (Fully Executed) - 08.02.2024	LTSA (Long Term Service Agreement)	Ameresco, Inc.	08/02/2024
Santa Paula-Powin O&M First Amendment_07.13.2023	LTSA (Long Term Service Agreement)	Santa Paula Energy Storage, LLC	07/13/2023
Waratah ESA Deed of Amendment No 3 - Fully Executed dated 26 July 2024	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	07/26/2024
IANS - Powin - MSA - 06.21.2024	Master Service Agreement	The Institute for Applied Network Security, LLC	06/21/2024
Hummingbird_Powin_LTSA Amendment - 07.18.2024	LTSA (Long Term Service Agreement)	Hummingbird Energy Storage, LLC	07/18/2024
West Warwick I - Powin LTSA (Executed)	LTSA (Long Term Service Agreement)	West Warwick Energy Storage 1 LLC	07/12/2024
Powin BHER - ESA - BHE0032 - Ravenswood Group 3 (executed, fully compiled)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	07/12/2024
BHER Ravenswood and Powin MSA - BHE0030 (executed, fully compiled)	Master Supply Agreement	BHER Ravenswood Solar 1, LLC	07/12/2024
Powin BHER - ESA - BHE0031 - Ravenswood Group 2 (executed, fully compiled)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	07/12/2024
Powin BHER - ESA - BHE0030 - Ravenswood Group 1 (executed, fully compiled)	ESA (Energy Storage Agreement)	BHER Ravenswood Solar 1, LLC	07/12/2024
Databricks - Powin - MSA - 07.15.2024	Master Service Agreement	Databricks, Inc.	07/18/2024
Re:Build AppliedLogix, LLC - Powin LLC - MSA - 06.05.2024	Master Service Agreement	Re:Build AppliedLogix, LLC	06/05/2024
3Drivers - Powin - Power of Attorney to 3Drivers Agreement for GAL0020 - Alcoutim - 06.14.2024	Framework Agreement	3drivers – Engenharia, Inovação e Ambiente, SA.	06/14/2024
Weifang Genius Electronics Co., Ltd - Powin, LLC - MSA - 03.20.2024	Master Supply Agreement	Weifang Genius Electronics Co., Ltd.	03/20/2024
Clean Peak Energy BESS MSA - 20210217 Execution Version (Powin LLC CLEAN 032321) (005)	Master Supply Agreement	Clean Peak Energy (CPE)	02/17/2021
Ormat - Powin - OTI040 Bottlenck - ESA Amendment #1 - 03.30.2023	ESA (Energy Storage Agreement)	Ormat Nevada, Inc.	03/30/2023
Service Stream - SOW_for_QA_Inspection - 05.31.2024	Master Service Agreement - ASP	Service Stream Energy and Water Pty Ltd	05/31/2024

Sunstreams 4 - Powin, LLC - LRD0082 - Second Amendment to ESA - 05.29.2024	ESA (Energy Storage Agreement)	Sun Streams Expansion, LLC	05/29/2024
Thomson Reuters - Powin - HighQ - Agreement - 06.15.2023	Master Supply Agreement	Thompson Reuters West Publishing Corporation	06/15/2023
Thomson Reuters - Powin - Document Intelligence Order Form- 06.15.2023	Purchase Order	Thompson Reuters West Publishing Corporation	06/15/2023
Hummingbird - ESV0220 - Powin - ESA Amendment No.1 - 06.03.2024	ESA (Energy Storage Agreement)	Hummingbird Energy Storage, LLC	06/03/2024
3Drivers – Powin - Agreement for the Appointment of Authorized Representative - 06.03.2024	Framework Agreement	3drivers – Engenharia, Inovação e Ambiente, SA.	06/03/2024
Yuma Solar LTSA - INV0490 (Executed May 15, 2024)	LTSA (Long Term Service Agreement)	Yuma Solar energy LLC	05/15/2024
REPT BATTERO Energy Co., Ltd. - Powin, LLC - DC Blocks MSA - 05.20.2024	Master Supply Agreement	REPT BATTERO Energy Co., Ltd.	05/20/2024
INV0031 - La Toba LNTP Letter Agreement (Compiled)(Executed)(May 20, 2024)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	MG HR S de R.L de CV	05/17/2024
Spark Power Renewables USA - Powin - ASP MSA - 05.20.2024	Master Service Agreement - ASP	Spark Power Renewables USA Inc	05/20/2024
ACCURE - Powin - MOU - 05.01.2024	Memorandum of Understanding	Accure Battery Intelligence GmnH	05/14/2024
Service Stream Energy & Water Pty Ltd - Powin AU - Short-Form-Novation-Deed-ASP-MSA-05.13.2024	Master Service Agreement - ASP	Service Stream Energy & Water Pty Ltd	05/08/2024
Powin - UKG PRO MSA 12.3.21.docx	Master Service Agreement	UKG Inc.	12/19/2021
Powin - UKG PRO ORDER 12.3.21 Powin Executed	Purchase Order	UKG Inc.	12/03/2021
UKG-Powin Energy Corporation - Order; Document Manager - 10.7.22.docx	Purchase Order	UKG Inc.	10/12/2022
Cameron Wind 1, LLC - Powin - Augmentation ESA - Omnibus - 05.03.2024	ESA (Energy Storage Agreement)	Cameron Wind 1, LLC	05/03/2024
Cameron Wind 1 - Powin - Amendment # 1 ESA - Omnibus - 05.03.2024	ESA (Energy Storage Agreement)	Cameron Wind 1, LLC	05/03/2024
REPT Battero - Powin - Cell MSA - 05.01.2024	Master Supply Agreement	REPT Battero Energy Co., Ltd.	05/01/2024
Stowe Australia Pty Ltd - Powin AU - ASP MSA - 02.27.2024	Master Service Agreement - ASP	Stowe Australia Pty Ltd	02/27/2024
Cameron Wind 1, LLC-PRAXIS-Powin-Rider C-05.01.2024	Technology Escrow Agreement	Cameron Wind 1,, LLC	05/01/2024
Powin & EVE MSA for 2024-2026 - Effective 04.28.2024	Master Supply Agreement	EVE Power Co. Ltd.	04/28/2024
SunStreams4 - LRD0082 - First Amendment to ESA - 04.17.2024	ESA (Energy Storage Agreement)	Sun Streams Expansion, LLC	04/17/2024
Powin Specified Technologies MSA - Fully Executed	Master Supply Agreement	Specified Technology Inc. (STI)	04/01/2024
Orr Protection - Powin LLC - ASP MSA - 03.14.2024	Master Service Agreement - ASP	Orr Protection Systems, Inc.	03/14/2024
DTE - DTE0021 Trenton Channel - Powin Notice to Proceed 4-3-2024	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	DTE Electric Company	04/03/2024
Powin - GTI - MOU signed 04.03.2024	Memorandum of Understanding	GTI Fabrication	02/22/2022
Apex - Cameron Wind - APE0010 Sabal Ingka - LTSA - 04.01.2024	LTSA (Long Term Service Agreement)	Cameron Wind 1, LLC	04/01/2024

Apex - Great Kiskadee - Powin - LTSA - 03.27.2024	LTSA (Long Term Service Agreement)	Great Kiskadee Storage, LLC	03/27/2024
Ebara - Powin - Manufacturing Services Agreement - 03.01.2024	Master Service Agreement	EBARA DENSAN (QINGDAO) TECHNOLOGY CO., LTD.	03/01/2024
Desert Quartzite - Powin - LTSA First Amendment - 3.20.2024	LTSA (Long Term Service Agreement)	Desert Quartzite, LLC	03/20/2024
Desert Quartzite - Powin - ESA Amendment 001 and CO#4 - 03.20.2024	ESA (Energy Storage Agreement)	Desert Quartzite, LLC	03/20/2024
Powin & EVE MSA Amendment No. 3 - signed 03.21.2024	Master Supply Agreement	EVE Asia Co., Limited; EVE Power Co., Ltd	03/21/2024
EBARA Densan - Powin - Free Issue Parts Agreement - 03.08.2024	Master Service Agreement	EBARA DENSAN (QINGDAO) TECHNOLOGY CO., LTD.	03/01/2024
Powin Energy Operating, LLC (PEO) - Powin, LLC - Intercompany Administrative Services Agreement - 03.21.2021	Master Service Agreement	Powin Energy Operating, LLC (PEO)	03/21/2021
Powin UK Ltd - Powin, LLC - Intercompany Services Agreement - 05.15.2023	Master Service Agreement	Powin UK Ltd	05/15/2023
Powin Energy Spain, SL - Powin, LLC - Intercompany Services Agreement - 04.13.2023	Master Service Agreement	Powin Energy Spain, SL	04/13/2023
Powin Australia Pty Ltd - Powin, LLC - Intercompany Services Agreement - 02.13.2023	Master Service Agreement	Powin Australia Pty Ltd	02/13/2023
Service Stream Utilities Pty Ltd - Powin Australia Pty Ltd - MSA - 3.4.2024	Master Service Agreement - ASP	Service Stream Utilities Pty Ltd	03/04/2024
SAFE Laboratories and Engineering Corp. - Powin, LLC - MSA - 10.26.2023	Master Service Agreement	SAFE Laboratories and Engineering Corp.	10/26/2023
Invenergy Powin - Amendment#1 LTSA - 02.21.2024	LTSA (Long Term Service Agreement)	Invenergy Services LLC	02/21/2024
Crowe LLP - Powin, LLC - MSA for Clients - 06.23.2023	Master Service Agreement	Crowe LLP	06/23/2023
Powin CIMC-JV Supplemental Agreement for MSA - signed 02.29.2024	Master Service Agreement	Qingdao CIMC-Powin New Energy Technology Co., Ltd (CIMC - Powin)	01/10/2024
DTE - Trenton DTE0021 - Powin Tech Escrow Invoicing Agreement_02.23.2024	Technology Escrow Agreement	DTE Electric Company	02/23/2024
DTE - Trenton DTE0021 - Powin Rider C - 02.23.2023	Technology Escrow Agreement	DTE Electric Company	02/23/2024
PRAXIS-Powin-Munmorah Three Party Master Escrow Agreement - 02.22.2024	Technology Escrow Agreement	Munmorah Battery ProjectCo Pty Ltd	02/22/2024
Australia_Powin_and_CES_Services_Agreement_Fully executed - 2.21.2024	Master Service Agreement	Clean Energy Services CES LLC (CES)	02/21/2024
Ayna AI LLC - Powin, LLC - MSA - 02.14.2024	Master Service Agreement	Anya AI LLC	02/14/2024
SMM Consulting Service Contract for Powin - signed 02.20.2024	Purchasing Agreement	SMM Information & Technology Co., Ltd.	02/20/2024
Waratah_ESA_Deed_of_Amendment_02.17.2024	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	02/17/2024
EKS - Powin - Global Master Products Supply Agreement - Oct. 23, 2023 Redacted Pow	Master Supply Agreement	EKS (Experience Knowledge, Strategy, S.L.)	10/23/2023
Powin & SMM Information Service Agreement - 02.06.2024	Master Service Agreement	Shanghai Metal Market	02/06/2024

Waratah ESA - Exhibit X 30March2023rev1 (AKE0060)	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	05/03/2023
Akaysha WSB - Record of agreement under Powin ESA and Exhibit X.3.30.2023v.1.docx	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	05/03/2023
Trenton ESA (fully executed, compiled with exhibits)	ESA (Energy Storage Agreement)	DTE Electric Company	01/24/2024
Powin - TUV Rheinland (Shanghai) Co., Ltd. - MSA - 1.2.2024	Master Service Agreement	TUV Rheinland (Shanghai) Co., Ltd.	01/02/2024
Lonestar Amended and Restated ESA (fully executed, compiled) 9.15.2023	ESA (Energy Storage Agreement)	Lone Star Solar, LLC	09/15/2023
STM0380_Watersprout - Powin - Limited Services Agreement _ Stem PO - 01.09.2024	LTSA (Long Term Service Agreement)	STEM / Mohave Power LLC	01/09/2024
Socomec - Powin - Master Supply Agreement - 01.01.2024	Master Supply Agreement	Socomec Inc.	01/01/2024
Sunny Central Storage Data Sheet (2475-US)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Sunbelt_150kVA Aux_434Vprimary	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Powin Stacks Product Line Datasheet (DP-S 2021)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Powin Enclosure Product Line Datasheet (DP-E-2021)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
MP-S230P-01 Stack230P Product Manual Rev 2	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Sunny Central Storage Operating Manual	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Inverter Transformer Technical Requirements Rev 0	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
BESS Technical Requirements_Rev. C	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Exhibit C - FSI0050 Rabbitbrush 2 7-20-2021	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Powin Enclosure Product Manual (MP-ENCL-01)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
MP-SOS-MB StackOS-Modbus Product Manual Rev 0	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Sunny Central Storage Data Sheet (2475-US)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
MP-S230P-01 Stack230P Product Manual Rev 2	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021

Exhibit C - FSI0040 Rabbitbrush 1 7-20-2021	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Powin Enclosure Product Line Datasheet (DP-E-2021)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Powin Stacks Product Line Datasheet (DP-S 2021)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Sunny Central Storage Operating Manual	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Sunbelt_150kVA Aux_434Vprimary	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Powin Enclosure Product Manual (MP-ENCL-01)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
MP-SOS-MB StackOS-Modbus Product Manual Rev 0	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Inverter Transformer Technical Requirements Rev 0	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
BESS Technical Requirements_Rev. C	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Pulse - PCE0020_Overhill_ LTSA (fully executed)_12.23.2023	LTSA (Long Term Service Agreement)	PULSE CLEAN ENERGY SPV WATT LIMITED	12/22/2023
Northern Reliability - PEC - Kia consulting agreement - 2018.07.10	Master Service Agreement	Northern Reliability	06/25/2018
Luminate - PEC - Prof.Services Agreement - 12.30.2020	Master Service Agreement	Luminate LLC	12/30/2020
Libess - PEC - Services Agreement - 06.03.2019	Master Service Agreement	Libess Service	06/03/2019
JS Renewable Energy - Powin - Professional Services Agreem - 10.11.2022	Master Service Agreement	JS Renewable Energy	10/11/2022
Intertek -Powin - MSA 7.21.2021	Master Service Agreement - ASP	Intertek Testing Services NA Inc.	07/21/2021
iBase - Powin - PurchasingAgreement - 07.01.2020	Purchasing Agreement	iBase Gaming Inc.	07/01/2020
EKS - Powin - Global Master Products Supply Agreement - Oct. 23, 2023	Master Supply Agreement	Experience Knowledge Strategy, S.L. (EKS)	10/23/2023
Pulse _Overhill_PCE0020_ESA - Powin (fully executed)_12.22.2023	ESA (Energy Storage Agreement)	Pulse	12/22/2023
Bergstrom, Inc. - Powin, LLC - MSA - 12.01.2023	Master Supply Agreement	Bergstrom Inc.	12/01/2023
DesertQuartzite_Powin_LTSA_12.12.2023-FullyExecuted	LTSA (Long Term Service Agreement)	Desert Quartzite	12/12/2023
Pulse Clean Energy SPV Watt Limited - Powin, LLC - LNTP Amendment No. 2 - 12.01.2023	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Pulse Clean Energy SPV Watt Limited	12/01/2023
Xiamen Hithium Energy Storage Technology Co, Ltd. - Powin - MSA - 12.15.2023	Master Supply Agreement	Xiamen Hithium Energy Storage Technology Co., Ltd.	01/01/2024

Strativ Group - Powin, LLC - MSA ASP Installation Work - 12.01.2023	Master Service Agreement - ASP	Strativ Group	12/01/2022
Sonic Systems International, LLC dba Amperion - Powin, LLC - MSA ASP - 04.17.2023	Master Service Agreement - ASP	Sonic Systems International, LLC dba Amperion	04/17/2023
GreEnergy Resources, LLC - Powin, LLC - ASP Site Manager Services - 01.05.2023	Master Service Agreement - ASP	GreEnergy Resources, LLC	01/05/2023
Clean Energy Services CES LLC - Powin, LLC - ASP Site Manager Services - 12.13.2022	Master Service Agreement - ASP	Clean Energy Services CES LLC (CES)	12/13/2022
PRAXIS - Powin - El Sol Energy Storage Rider C Final.docx	Technology Escrow Agreement	El Sol Energy Storage LLC	12/05/2023
PRAXIS - Powin - Yuma Solar Energy Rider C Final.docx	Technology Escrow Agreement	Yuma Solar Energy LLC	12/05/2023
INV0111- El Sol - Powin - Technology Escrow Invoicing Agreement - 12.05.2023 (fully executed)	Technology Escrow Agreement	El Sol Energy Storage LLC	12/05/2023
INV0490 - Yuma - Powin Tech Escrow Invoicing Agreement - 12.5.2023 (fully executed)	Technology Escrow Agreement	Yuma Solar Energy LLC	12/05/2023
JMS Wind Energy, Inc. - Powin, LLC - ASP Master Service Agreement - 01.19.2023	Master Service Agreement - ASP	JMS Wind Energy, Inc.	01/19/2023
Logicalis - Powin, LLC - Service Agreement - 12.08.2023	Master Service Agreement	Logicalis	12/08/2023
GAL0020_Alcoutim ESA 12.4.2023 (Fully executed, compiled)	ESA (Energy Storage Agreement)	GALP PARQUES FOTOVOLTAICOS DE ALCOUTIM	12/04/2023
IOActive Inc. - Powin, LLC - MSA 11.22.2023	Master Supply Agreement	IOActive, Inc	11/22/2023
Apex - Angelo-Powin - Long Term Services Agreement (11_17_2023)	LTSA (Long Term Service Agreement)	Angelo Storage LLC	11/17/2023
Amended and Restated LNTP - Hemingway Expansion (Executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Idaho Power Comapny	05/19/2023
SUN0050_SunGrid_Kruger HMLP_Order Letter_12JUN2020 - R2 - 2020.06.16 - signed SG	Purchase Order		
Powin_LTSA Proposal_Solvida_Putah Creek_SDA0000_08DEC2022_Signed	LTSA (Long Term Service Agreement)	Putah Creek Solar Farms, LLC	12/08/2022
Bottleneck LTSA (fully executed)	LTSA (Long Term Service Agreement)	Ormat Nevada, inc.	11/03/2023
MPI0090 - Wilson - Services Agreement 20190620	LTSA (Long Term Service Agreement)	Strata Solar Services, LLC	08/22/2019
Termination Agreement - Framework Agreement (fully executed, compiled w_ appendices)	Framework Agreement	Longroad BESS Procurement, LLC	12/09/2022
CPE - Powin LNTP 070720 (2)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	CPE Funding Pty Ltd	07/07/2020
JMA0030 - Jema - Flexitranstore - PO - 12.20.2018	Purchase Order	Jema Energy S.A	
LNTP Letter Agreement Fully Assembled-AMP0194, AMP0195, AMP0196 (3-21-22)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	AMP Solar Development Inc.	03/21/2022
Poblano -Escrow_Invoicing_Agreement (Poblano) - 11.3.2023	Technology Escrow Agreement	Poblano Energy Storage, LLC	11/03/2023
Exhibit U STR0040 Escrow_Agreement PRAXIS Rider C Poblano 11.3.2023	Technology Escrow Agreement	Poblano Energy Storage, LLC	11/03/2023

Waratah - Energy Supply Agreement (ESA) - Deed of amendment -11.3.2023	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	11/03/2023
Exhibit U STR0040 Escrow_Agreement PRAXIS Rider C EPC Services Company 11.3.2023	Technology Escrow Agreement	EPC Services Company	11/03/2023
Poblano -Escrow_Invoicing_Agreement (EPC Contractor) - 11.3.2023	Technology Escrow Agreement	EPC Services Company	11/03/2023
Hummingbird - Exhibit Y - ESV0220 - IP Escrow Agreement - PRAXIS Rider C.docx	Technology Escrow Agreement	Hummingbird Energy Storage, LLC	10/01/2022
PCE0020 - Overhill - Pulse - Amendment to LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	PULSE CLEAN ENERGY SPV WATT LIMITED	10/30/2023
STM0576 - Sharon - Negroni 2 - Purchase Order (compiled, fully executed)	Purchase Order	Stem, Inc.	10/13/2023
Amp LTSA Update to Form LTSA 4.3 - 3R (fully executed, compiled)	LTSA (Long Term Service Agreement)	ASD THREE RIVERS MA SOLAR LLC	09/18/2023
Amp LTSA Update to Form LTSA 4.3 FRS (fully executed, compiled)	LTSA (Long Term Service Agreement)	FORT RIVER SOLAR 2 LLC	09/18/2023
Amp LTSA Update to Form LTSA 4.3 Cotuit (fully executed, compiled)	LTSA (Long Term Service Agreement)	ASD COTUIT MA SOLAR LLC	09/18/2023
Powin BHER ESA - BHE0021 Solar Star 4 (fully executed)	ESA (Energy Storage Agreement)	Solar Star 4, LLC	08/31/2023
Powin BHER ESA - BHE0020 Solar Star 3 (fully executed) (1)	ESA (Energy Storage Agreement)	Solar Star 3, LLC	08/31/2023
LTSA - Ameresco - Hampden (fully compiled, fully executed)	LTSA (Long Term Service Agreement)	Hampden Landfill Solar LLC	07/31/2023
PCE0020 - Overhill - LNTP (executed, compiled)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	PULSE CLEAN ENERGY SPV WATT LIMITED	08/04/2023
(EDF0570 - EDF Test Cell PO) 4500138514	Purchase Order	EDF Renewables	
IPC - Powin Black Mesa et al Omnibus LTSA (executed, compiled)	LTSA (Long Term Service Agreement)	Idaho Power Comapny	08/21/2023
20210714_AESC_Battery Cell Master Supply Agreement_EXECUTED	Master Supply Agreement	Envision Ruitai Dynamics Technology (Shanghai) Co., Ltd.	07/07/2021
DocuSign Purchase Order_PO-2544_1625027641312	Purchase Order	DocuSign Inc.	06/30/2021
DocuSign Inc - Powin LLC - Order Form - 03.31.2023	Purchase Order	DocuSign Inc	03/30/2023
DocuSign Inc - Powin LLC - Order Form - 2021	Purchase Order	DocuSign Inc.	06/21/2021
Descartes - Powin, LLC - GLN Services Agreement (ISF) - 2022	Master Service Agreement	Descartes Systems (USA) LLC	02/03/2022
CT Corp - PEC - CT Assurance Agreement 2022 - COUNTERSIGNED	Master Service Agreement	CT Corporation System	10/07/2022
Powin & AESC MSA - Effective 10.01.2023	Master Supply Agreement	AESC US, LLC.	10/01/2023
Powin PEC 3P Escrow Agreement 180303	Technology Escrow Agreement	PPA Grand Johanna	03/15/2018
Reliance - Powin - MOU - 09062023	Memorandum of Understanding	Reliance Industries Limited	09/06/2023
QPO - Powin - Agreement 8.8.2023	Purchasing Agreement	QPO Energy, LLC	08/08/2023
PO Box Services Proposal - POWIN ENERGY SPAIN SLU - Gestiona T - 20230403	Master Service Agreement	Grupo Gestiona T	01/03/2023

AT&T - Powin Professional Consulting Agreement October 2023	Master Service Agreement	AT&T Corp	10/05/2023
PRAXIS Rider C Great Kiskadee Storage, LLC	Technology Escrow Agreement	Great Kiskadee Storage, LLC	12/20/2022
PRAXIS Rider C - Chaparral Springs - Powin.docx	Technology Escrow Agreement	Chaparral Springs, LLC	
PRAXIS Rider C (Angelo Storage, LLC	Technology Escrow Agreement	Angelo Storage LLC	12/20/2022
PRAXIS-Powin-Desert-Quartzite-signed-Rider-C	Technology Escrow Agreement	Desert Quartzite, LLC	12/06/2022
PRAXIS Rider C - Rabbitbrush Solar, LLC	Technology Escrow Agreement	Rabbitbrush Solar, LLC	
PRAXIS Rider C - Arrow Canyon Solar	Technology Escrow Agreement	Arrow Canyon Solar, LLC	
Powin-Rider-C-Tranquility-Project.docx	Technology Escrow Agreement	SP Tranquility Solar Storage LLC	
Powin-Rider-C-Garland-Project.docx	Technology Escrow Agreement	SP Garland Solar Storage LLC	
Arizona Mechanics Lien Waiver Forms (Statutory) Powin FINAL - Exh.Q-1	ESA (Energy Storage Agreement)	Sun Streams Expansion, LLC	
Powin-Energy-Ontario-Storage-First-Amendment-to-Powin-Energy-Ontario-Storage-Two-Party-Master-Escr-signed	Technology Escrow Agreement	Powin Energy Ontario Storage II, LP	05/17/2022
12.26.21 Powin Rider C - Triple Butte LLC (Jupiter cmts) - FINAL (1)	Technology Escrow Agreement	Triple Butte LLC	
12.26.21 Powin Rider C - Swoose LLC (Jupiter cmts) - FINAL (1)	Technology Escrow Agreement	Swoose LLC	
12.26.21 Powin Rider C - Flower Valley LLC (Jupiter cmts) - FINAL (1)	Technology Escrow Agreement	Flower Valley LLC	
Exhibit U - AKE0060 - PRAXIS Rider C - (Final) (1) (1).docx	Technology Escrow Agreement	MUNMORAH BATTERY PROJECTCO PTY LTD;	12/12/2022
Exhibit X2 - IDP0061 - Powin Tech Escrow Invoicing Agreement_execution_v	Technology Escrow Agreement	Idaho Power Comapny	09/14/2023
PRAXIS - PEC - Charger-Two-Party-Master-Escrow - 6.21.2018 (Powin Energy Ontario Storage II Rider C)	Technology Escrow Agreement	Praxis Technology Escrow	06/21/2018
PRAXIS - Powin Idaho Power Company Rider C Final.docx	Technology Escrow Agreement	Idaho Power Comapny	09/14/2023
20191113 Praxis Rider C Acorn (esVolta PEC Executed)	Technology Escrow Agreement	Acorn I Energy Storage LLC	10/01/2019
PRAXIS Rider C Wildcat - FINAL.docx	Technology Escrow Agreement	Wildcat I Energy Storage LLC	11/25/2019
Serrano - Invoicing Agreement (IP Escrow) _8.8.2023 execution version	Technology Escrow Agreement	Serrano Solar, LLC	08/23/2023
Coffman_Powin_Full MSA_2021_Clean CEI sig.pdf_signed_2021.12.17.23.39.32	Master Service Agreement	Coffman Engineers Incorporated	12/01/2021
Powin PO 5326 - Code Unlimited_Final Revision	Purchase Order	Code Unlimited LLC	11/15/2022

Professional Services Agreement -Powin and Billion	Master Service Agreement	Billion Electric Co., Ltd.	09/27/2022
MSA - Ameresco - POWIN CONTRACT - FINAL 9-8-2022.pdf_signed_2022.09.11.10.49.03	Master Service Agreement - ASP	Ameresco Inc	09/02/2022
2017.04.21 - KSAndCo_MSA_Addendum_Q1_2017	Master Service Agreement	Kieckhafer, Schiffer & Company LLP	04/21/2017
Powin - ACE Battery PFA - FINAL CLEAN - 03.14.2023	Framework Agreement	Shenzhen ACE Battery Co., Ltd.	03/14/2023
Q221028-1_MSA_ ACCURE Inc_Powin_final.docx (1)	Master Service Agreement	Accure	10/28/2022
Clean Peak Energy BESS MSA - 20210217 Execution Version - CPE signed	Master Supply Agreement	CPE Funding Pty Ltd	02/17/2021
AMR Framework	Framework Agreement	Ameresco Inc	04/29/2022
Akaysha Framework Agreement_Term Sheet - Executed_2022.03.04	Framework Agreement	Akaysha Energy Pty Ltd	03/01/2022
SUN0030-3 Order Letter- Kruger 072319 (executed)	Purchase Order	SunGrid Solutions Inc.	07/24/2019
MSA Stem - Powin (EXECUTED w PGs and LTSA v2)	Master Supply Agreement	Stem, Inc.	09/02/2020
SS4 - Invoicing Agreement (IP Escrow) 2023.08.23	Technology Escrow Agreement	Sun Streams Expansion LLC	08/23/2023
PRAXIS - Powin Serrano Solar Rider C Final.docx	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	08/23/2023
PRAXIS - Sun Streams PVS 4 - Rider C Final.docx	Technology Escrow Agreement	Sun Streams Expansion, LLC	08/23/2023
2017.03.30 - Tolling Agreement Fully Executed	Purchasing Agreement	San Diego Gas & Electric Company	03/30/2017
2017-09-01 SCE-POWIN Goleta ESS1 FINAL EXECUTED	ESA (Energy Storage Agreement)	Southern California Edison Company	09/01/2017
Termination of LNTP_Angiola SBE0010.docx_signed_2022.06.21.20.39.07	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Angiola East, LLC	06/21/2022
Termination of LNTP_Angiola SBE0010.docx_signed_2022.06.08.15.28.08	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Angiola East, LLC	06/08/2022
PO# 192 - Powin Energy - Schaeffler	Purchase Order	Saturn Power Inc.	04/06/2018
20191209 - Prisma - Powin MSA_Fully Executed	Master Service Agreement	Prisma Energy Solutions LLC	
3.4.5 Charger - Amended and Restated BESA (PPA Grand Johanna) [EXECUTED]	ESA (Energy Storage Agreement)	PPA Grand Johanna LLC	12/04/2017
PPA_Energy Storage_RA Only (After Online Date)_2016-08-05_EXECUTED	Purchasing Agreement	Southern California Edison Company	08/05/2016
Grissom_1st Amendment to PPA_Fully Executed_1.9.2020	Purchasing Agreement	Grissom Solar, LLC	01/09/2020
Grissom_2nd Amendment to PPA_Fully Executed_ 5.20.2020	Purchasing Agreement	Grissom Solar, LLC	05/20/2020
Grissom_Power Purchase Agreement_09.06.2018	Purchasing Agreement	North Carolina Electric Membership Corporation	09/06/2018
Ormat - Powin - OTI0040 - Bottleneck - ESA Amendment #1 - 05.10.2022	ESA (Energy Storage Agreement)	Ormat Nevada Inc	03/15/2022
20201026 - RTC0020 Garland Executed Supply Agreement	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc.	10/26/2020

Tranquillity LTSA Powin Amendment 3 - Availability Calculations (Execution Version 12.8.22).pdf_signed_2022.12.22.09.23.39	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas Inc	12/08/2022
Garland LTSA Powin Amendment 3 - Availability Calculations - 12.08.2022	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas Inc	12/08/2022
LNTP 1-2 Payment Release Lien Waivers - Hecate Johanna - Signed 6-22-2020	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc.	06/22/2020
Hecate - LNTP2 Amendment #1 - PECexec	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc.	07/02/2020
PO Windsor PS00010871	Purchase Order	MITSUBISHI ELECTRIC POWER PRODUCTS, INC (MEPPI)	12/19/2018
PO Sarnia PS00010872	Purchase Order	MITSUBISHI ELECTRIC POWER PRODUCTS, INC (MEPPI)	12/19/2018
PRAXIS-Powin Two Party Master Escrow Agreement - Final 12-17-19.docx	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	12/17/2019
Powin - REPT - MOU for Indonesia Opportunity - signed 08.14.2023	Memorandum of Understanding	REPT BATTERO Energy Co., Ltd	08/01/2023
W. Columbia - Praxis - POWIN - Three Party Technology Escrow Agreement wEX B FINAL	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	09/26/2019
SP_Powin_Praxis_Escrow Agreement Amendment202203_FE (1)	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	03/01/2022
Amendment 2 for MAV6 Subcontract .pdf_signed_2022.03.01.21.48.30	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc.	02/08/2022
Powin - Desay Battery PFA - FINAL CLEAN - 03.15.2023	Framework Agreement	Huizhou Desay Battery Co., Ltd.	03/15/2023
APE0070 - Powin Tech Escrow Invoicing Agreement_Executable.docx.pdf_signed_2022.12.21.07.32.07	Technology Escrow Agreement	Great Kiskadee LLC	12/20/2022
APE0060 - Powin Tech Escrow Invoicing Agreement_Executable.docx.pdf_signed_2022.12.21.07.29.30	Technology Escrow Agreement	Angelo Storage LLC	12/20/2022
PO - Powin - Wallum - final (corrected)	Purchase Order	Amp Solar US Services LLC	08/28/2020
Oak_Hill_2-Assignment_of_Rights_under_Purchase_Order_(amp_9-3-21)-Execution	Purchase Order	Oak Hill Solar 2 LLC	09/03/2021
Oak_Hill_1-Assignment_of_Rights_under_Purchase_Order_(amp_9-3-21)-Execution	Purchase Order	Oak Hill Solar 1 LLC	09/03/2021
AKA0010 - Amendment 1 - 4 March 22_AKA Fully Executed	ESA (Energy Storage Agreement)	Aspin Kemp & Associates Inc	12/23/2021
Powin 20191028 - PEC BESA - Base v.9 (PEC Executed 06.11.21) - Ventura	ESA (Energy Storage Agreement)	Powerflex Systems, Inc.	06/11/2021
KIA0000 - Purchase Agreement - MEPPI and Powin	Purchasing Agreement	Mitsubishi Electric Power Products, Inc. (MEPPI)	08/29/2018
Rider-C-Powin-KCE-TX-Holdings-2020-Operating-Projects-NRF-12.31.DOCX	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	01/13/2021
Rider-C-KCE-Powin-PEC-Construction-ProjectsNRF-12.31.DOCX	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	

Rider-C-KCE-Powin.docx	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	
PRAXIS - Powin - Sun Streams PVS Rider C executed	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	07/24/2023
PRAXIS - Ulinda Park - Exhibit U - AKE0010 Rider C -executed	Technology Escrow Agreement	PRAXIS Technology Escrow, LLC	07/25/2023
Powin & BQC MSA - signed 08.01.2023	Master Supply Agreement	Shenzhen Baiqiancheng Electronic Co.,Ltd	
TPE0010 - Purchase Order	Purchase Order	TPE Energy, Inc.	10/27/2020
TPE 0080_Powin_Form_BESA_TPE_225_TPE0	ESA (Energy Storage Agreement)	TPE Energy, Inc.	11/18/2021
TPE 0070_Powin_Form_BESA_TPE_230P_TPE	ESA (Energy Storage Agreement)	TPE Energy, Inc.	11/18/2021
Three Rivers - AMP0196 - BESA (fully executed)	ESA (Energy Storage Agreement)	AMP Solar US Services LLC	07/28/2022
Sunstreams 3 - Limited Notice to Proceed (Executed fully assembled)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Sun Streams PVS, LLC	09/12/2022
SUN0040 - SunGrid - Small Fry - OL	Purchase Order	Sungrid Solutions	08/08/2019
Strata-Powin MSA Term Sheet 07-07-22 Fully Executed	Master Supply Agreement	Strata Solar, LLC	07/07/2022
Strata Poblano LNTP (executed, compiled) (2)_small	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Poblano, Energy Storage, LLC	12/19/2022
Strata Poblano ESA (fully executed and compiled)	ESA (Energy Storage Agreement)	Poblano Energy Storage, LLC	04/17/2023
STR0010 - GUC Evans Substation - Services Agreement	LTSA (Long Term Service Agreement)	Strata Solar, LLC	10/27/2020
STR0010 - GUC Evans Substation - BESA	ESA (Energy Storage Agreement)	Strata Solar, LLC	03/27/2020
STM0913-BWV_Palmer_Sykes_Purchase_Order_11953_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0912-BWV_Douglas_Oak_Purchase_Order_11958_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0911-BWV_Dighton_Tremont_Purchase_Order_11957_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
Yuma Supply Agreement (executed, compiled with exhibits)	ESA (Energy Storage Agreement)	Yuma Solar Energy LLC	05/19/2023
YUMA PCS LNTP Letter Agreement (fully executed 3.13.23)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Yuma Solar Energy LLC	03/13/2023
Ysolar_PO_Leader_20210824	Purchase Order	Leader Energy Storage Technology Co., Ltd	08/24/2021
Willow Springs - ESSA - FULLY COMPILED AND EXECUTED - 7-27-2022_small	ESA (Energy Storage Agreement)	Chaparral Springs, LLC	07/27/2022
WEG0020 - Demo Stack225 - Purchase Order	Purchase Order	WEG Electric Corp	02/24/2020
WEG0020 - Demo Stack225 - PO	Purchase Order	WEG Electric Corp	01/28/2020

TX11 CSA Amendment 1 dually signed	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	06/14/2022
STM0652-Dark_N_Stormy_II_Purchase_Order_11633_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0651-Dark_N_Stormy_I_Purchase_Order_11634_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0572-Velvet_Mite_CPR_Purchase_Order_12288_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0571-Velvet_Mite_TR_Purchase_Order_12285_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0578-Velvet_Mite_SD_Purchase_Order_12283_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0577-Velvet Mite ML Purchase Order 12282 (assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0576-Velvet_Mite_MR_Purchase_Order_12287_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0574-Velvet_Mite_BR_Purchase_Order_12284_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0573-Velvet_Mite_QR_Purchase_Order_12286_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0493-Mosquito_III_Purchase_Order_11635_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0492-Mosquito_II_Purchase_Order_11637_(assembled)_small	Purchase Order	Stem, Inc.	03/08/2023
STM0491-Mosquito_I_Purchase_Order_11636_(assembled)(1)_small	Purchase Order	Stem, Inc.	03/08/2023
Southern TQ_MPA LTSA - Powin Subcontract - 6-30 - Fully Executed	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	06/28/2021
Southern Garland_MPA LTSA Powin Subcontract 6-30 - Fully Executed	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	06/28/2021
Sol System - BESS Supply Agreement (Fully executed)	ESA (Energy Storage Agreement)	SCS Van Wyck 012823 Croton On Hudson, LLC	11/23/2021
Slocum ESA (fully executed, compiled)	ESA (Energy Storage Agreement)	DTE Electric Company	12/15/2022
Signed LES0010 BESA	ESA (Energy Storage Agreement)	Leader Energy Storage Technology Co., Ltd	09/30/2022
SBE0010 Angiola LNTP (executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Angiola East, LLC	03/17/2022
Santa Paula OMA (Executed)	LTSA (Long Term Service Agreement)	Santa Paula Energy Storage, LLC	10/21/2021

Santa Paula BESA Powin - esVolta (Executed)	ESA (Energy Storage Agreement)	Santa Paula Energy Storage, LLC	10/21/2021
RCT0030 - Tranquillity - BESSA - 20201123	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	11/23/2020
Rabbitbrush 2 - Leeward - Powin BESA SA (executed)[71635]	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Rabbitbrush 1 - Leeward - Powin BESA SA (executed) (1)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	07/09/2021
Quote - QPO0030 (Richard Signed)	Purchase Order	QPO Energy, LLC	10/14/2021
Quote - QPO0010-QPO Taiwan (Richard Signed)	Purchase Order	QPO Energy, LLC	10/01/2021
Purchase Order 10711 Powin 20210603 V3 (002) - signed	Purchase Order	Stem, Inc.	06/08/2021
Purchase Order 10459 20210210 Stem - Fully Assembled - Fully Executed 20210308	Purchase Order	Stem, Inc.	02/28/2021
Purchase Order 10425 20210114 Stem Signed	Purchase Order	Stem, Inc.	01/14/2021
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage III, LLC.docx	Technology Escrow Agreement	Convergent Energy and Power LP	
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage II, LLC.docx	Technology Escrow Agreement	Convergent Energy and Power LP	
PRAXIS Rider C - Powin 191112 - West Warwick Energy Storage I, LLC.docx	Technology Escrow Agreement	Convergent Energy and Power LP	
PPS0000 - Silver Oak - PO	Purchase Order	Pure Power Solutions, Inc.	02/27/2018
Powin-LRE Sunstreams ESA (fully executed, compiled w exhibits)	ESA (Energy Storage Agreement)	Sun Streams PVS, LLC	12/09/2022
Powin_LTSA_Az_Sun_El_Sol_Orangeville_FINAL	LTSA (Long Term Service Agreement)	Invenergy Services LLC	03/01/2022
Powin_Akaysha_Waratah_LTSA_(compiled_fully_executed)	LTSA (Long Term Service Agreement)	Munmorah Battery ProjectCo Pty Ltd	12/16/2022
Powin Project Addendum Hannover (FINAL PROJECT ADDENDUM 05.25.21) - CLEAN Fully Executed	Master Supply Agreement	Mitsubishi Electric Power Equipment, Inc. (MEPPI)	05/25/2021
Powin Master Agreement 5-25-21 (FINAL MAIN BODY 05.25.21) - CLEAN Fully Executed	Master Supply Agreement	Mitsubishi Electric Power Products, Inc. (MEPPI)	05/25/2021
Town of La Grange - Powin - LTSA - 06.30.2021	LTSA (Long Term Service Agreement)	La Grange, an Incorporated North Carolina Town	06/30/2021
Powin LTSA - Bruce Power - 20230501 fully executed	LTSA (Long Term Service Agreement)	Saturn Battery I LP	05/01/2023
Powin LNTP - NY ESRT Equipment and Schedule Form (executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Powerflex Systems, Inc.	02/25/2022
Powin LNTP - CSU Fullerton Equipment and Schedule Form (executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Powerflex Systems, Inc.	02/25/2022
Powin Executed MSA Stem - Powin 1st Restated - 20220914 Execution Version - FE	Master Supply Agreement	Stem, Inc.	09/14/2022

Powin APS - Project Contract (Paloma & Cotton Center) (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021
Powin APS - Project Contract (Hyder 1 & Hyder 2) (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021
Powin APS - Project Contract (Gila Bend 1 & Gila Bend (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021
Powin APS - Project Contract (Foothills 1 & Foothills 2) (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021
Powin APS - Project Contract (Desert Star) (executed)	ESA (Energy Storage Agreement)	Arizona Storage Development LLC	03/05/2021
Powin 20191028 - PEC BESA - Base v.9 (PEC Executed 06.11.21) - Thousand Oaks	ESA (Energy Storage Agreement)	Powerflex Systems, Inc.	06/11/2021
Powin - LRD Serrano ESA (fully executed assembled with exhibits)	ESA (Energy Storage Agreement)	Serrano Solar, LLC	05/05/2023
Powin - IPC BESA - IDP0070 (Melba) (executed)	ESA (Energy Storage Agreement)	Idaho Power Company	12/28/2021
Powin - IPC BESA - IDP0050 (Elmore) (executed)	ESA (Energy Storage Agreement)	Idaho Power Company	12/28/2021
Powin - IPC BESA - IDP0030 (Filer) (executed)	ESA (Energy Storage Agreement)	Idaho Power Company	12/28/2021
Powin - IPC BESA - IDP0010 (Weiser) (executed)	ESA (Energy Storage Agreement)	Idaho Power Company	12/28/2021
Powin - CEP BESA - WWIII (Executed)[94637]_small	ESA (Energy Storage Agreement)	Convergent Energy and Power LP	02/16/2022
Powin - CEP BESA - WWII (Executed)[94638]_small2	ESA (Energy Storage Agreement)	Convergent Energy and Power LP	02/16/2022
Powin - CEP BESA - WWI (Executed)[94575]_small	ESA (Energy Storage Agreement)	Convergent Energy and Power LP	02/16/2022
Powin - AKA0010 BESA (EXECUTED)	ESA (Energy Storage Agreement)	AKA Group	12/23/2021
PO2022-001-Powin	Purchase Order	Leader Energy Storage Technology Co., Ltd	03/03/2022
PO003 - Quilhurst	Purchase Order	QPO Energy, LLC	10/14/2021
PO001 - Taiwan	Purchase Order	QPO Energy, LLC	10/14/2021
PO 4415070665 R5	Purchase Order	Honeywell Limited - HPS CA	12/01/2020
PNM Rio Del Oro - LNTP(Fully Executed) (1)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Public Service Company of New Mexico	03/09/2023
PNM Powin - South Valley EPA (fully executed, compiled with exhibits)[203748]	ESA (Energy Storage Agreement)	Public Service Company of New Mexico	05/01/2023

PGR0020 - Rochester - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Pine Gate Renewables, LLC	10/06/2020
PGR0010 - Tremont - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Pine Gate Renewables, LLC	10/06/2020
PGE0010 - PGE- BPSC - PO	Purchase Order	Portland General Electric (PGE)	10/07/2019
PEC to PEOS II Battery Equipment supply Agreement	ESA (Energy Storage Agreement)	Powin Energy Ontario Storage, LLC	07/01/2017
PAC0010 - Klamath Falls -Materiasl Supply and Installation Contract - EC	ESA (Energy Storage Agreement)	Pacificorp	10/06/2021
PAC0010 - Klamath Falls - NTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Pacificorp	10/07/2021
Ormat Equipment Supply Agreement (executed)_small	ESA (Energy Storage Agreement)	Ormat Nevada Inc.	03/15/2022
BESA Or Haner	ESA (Energy Storage Agreement)	Auto-Chen Ltd	06/09/2021
OPL0010 - EPC Integration for Opalco by SunGrid	Purchase Order	Orcas Power & Light Cooperative (OPALCO)	12/04/2019
OPL0010 - Decatur EPC Agreement - 20190712	ESA (Energy Storage Agreement)	Orcas Power & Light Cooperative (OPALCO)	07/12/2019
Oak Hill 2 Powin PO	Purchase Order	Amp Solar US Services LP	01/25/2021
Oak Hill 1 Powin PO	Purchase Order	Amp Solar US Services LP	01/25/2021
Novasource - Powin Limited Services Agreement.docx	LTSA (Long Term Service Agreement)	Northstar Energy Management, LLC	02/27/2023
NIS0040 - NIDEC - Disney Bahamas - PO	Purchase Order	Nidec ASI S.p.A.	05/29/2019
BESA Nir Yitzac 3	ESA (Energy Storage Agreement)	Auto-Chen Ltd	06/09/2021
BESA Nir Yitsac 2	ESA (Energy Storage Agreement)	Auto-Chen Ltd	06/09/2021
Neat Mordechai - ESA - 6.9.2021	ESA (Energy Storage Agreement)	Auto-Chen Ltd	06/09/2021
MTA-45002234641	Purchase Order	Mesa Technical Associates, Inc.	10/01/2019
Millikan - PPA Grand Johanna - O&M Agreement	LTSA (Long Term Service Agreement)	PPA Grand Johanna LLC	12/04/2017
MidAm ESS Supply Agreement FINAL 10.3.18_Fully Executed	ESA (Energy Storage Agreement)	Invenergy Storage Development LLC	10/02/2018
MHP0230 - KCE TX23 - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	07/16/2020
MHP0230 - KCE TX 23 - BESSA - MPA	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020
MHP0120 - KCE TX12 - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	07/16/2020

MHP0120 - KCE TX 12 - BESSSA - MPA	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020
MHP0110 - KCE TX11 - LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	07/16/2020
MHP0110 - KCE TX 11 - Service Agreement	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	05/19/2021
MHP0110 - KCE TX 11 - BESSA - MPA	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/15/2020
MHP0010 - Fredonia - PO	Purchase Order	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	03/25/2020
MHP0010 - Fredonia - Order Letter	Purchase Order	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	03/05/2020
MEP0020 - ITC Test Bed - MSA	Master Supply Agreement	Mitsubishi Electric Power Products, Inc. (MEPPI)	02/27/2019
Mav6 Powin LTSA - 20210719 Fully Executed	LTSA (Long Term Service Agreement)	Maverick Solar 6, LLC	07/19/2021
LTSA_-_GOElectric_-_Confederation_College_(Powin_2023-01-17_-_Fully_Compiled)	LTSA (Long Term Service Agreement)	Go Electric, Inc	02/02/2023
LRE (Longroad)-Powin Definitive Framework Agreement (Executed)	Framework Agreement	Longroad BESS Procurement LLC	01/07/2022
LRE - Powin - Rabbitbrush 2 Battery LTSA - 03.18.2022	LTSA (Long Term Service Agreement)	Rabbitbrush Solar, LLC	03/18/2022
LRE - Powin - Rabbitbrush 1 Battery LTSA - 03.18.2022	LTSA (Long Term Service Agreement)	Rabbitbrush Solar, LLC	03/18/2022
Longroad SS4 ESA (assembled, fully executed)_small	ESA (Energy Storage Agreement)	Sun Streams Expansion, LLC	03/10/2023
Long Term Services Agreement for ESS between Chaparral Springs, LLC and Powin, LLC for the Willow Springs Solar 3 project (fully	LTSA (Long Term Service Agreement)	Chaparral Springs, LLC	08/08/2022
Long Term Services Agreement for ESS between Chaparral Springs, LLC and Powin, LLC for the Chaparral Solar project (fully execut	LTSA (Long Term Service Agreement)	Chaparral Springs, LLC	08/08/2022
Lonestar ESA - SCL0020 (fully executed, compiled with all exhibits)	ESA (Energy Storage Agreement)	Lone Star Solar, LLC	05/01/2023
LNTP_DYN0108_POWIN (051022) CLEAN - fully executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Dynapower Company, LLC	05/10/2022
LNTP_DYN0107_Powin_05.092022 Clean Final - fully executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Dynapower Company, LLC	05/10/2022
LNTP Side Letter DYN0108 Powin 05.24.2022 Executable	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Dynapower Company, LLC	05/24/2022
LNTP Side Letter DYN0107 Powin 05.24.2022 Executable	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Dynapower Company, LLC	05/24/2022

LES0010-Leader Energy Storage_210806-signed	Purchase Order	Leader Energy Storage Technology Co., Ltd	08/06/2021
Leader PO2022-001 Fully Executed	Purchase Order	Leader Energy Storage Technology Co., Ltd	03/03/2022
LaGrange Strata - Powin BESA (EXECUTED)	ESA (Energy Storage Agreement)	Strata Solar, LLC	08/12/2021
La Grange Powin LNTP - Strata_2021.07.07_EXECUTED	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Strata Storage, LLC	07/02/2021
KMC0010 LNTP Letter Agreement - Brandywine (fully executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	KMC Thermo, LLC	03/15/2022
STM0000 - Stem - Master Service Agreement (3)	Master Supply Agreement	Stem, Inc.	09/02/2020
Stem Portfolio LNTP Letter Agreement 20220303 - Execution Version FE	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Stem, Inc.	03/03/2022
SPI0040 - HoneywellSaturn - Bruce - Subcontract Agreement - A1	ESA (Energy Storage Agreement)	Honeywell International Inc. / Honeywell Process Solutions	01/11/2019
SPI0040 - HoneywellSaturn - Bruce - PO	Purchase Order	Honeywell Limited - HPS CA	03/01/2019
SPI0040 - Honeywell Saturn - Bruce - Goods and Services Agreement	ESA (Energy Storage Agreement)	Honeywell International Inc. / Honeywell Process Solutions	01/18/2019
SPC0030 - Southern CO - PowerSecure - PO and Terms	Purchase Order	Southern Power Company (SPC)	02/20/2019
SPC0030 - Southern Co - PowerSecure - OL	Purchase Order	Southern Power Company (SPC)	11/19/2019
KCE0080 - PO #3 - KCE - Worsham	Purchase Order	KCE TX 8, LLC	05/22/2020
KCE0070 - KCE TX7 - Services Agreement_EXECUTED	LTSA (Long Term Service Agreement)	KCE TX 7, LLC	06/01/2020
KCE0070 - PO - KCE - Flat Top	Purchase Order	KCE TX 7, LLC	05/22/2020
KCE0060 - NY3 - Service Agreement	LTSA (Long Term Service Agreement)	Key Capture Energy, LLC (KCE)	06/01/2020
KCE0060 - PO - KCE - NY3	Purchase Order	Key Capture Energy, LLC (KCE)	02/20/2020
KCE_TX-12_Powin-MPA_CSA - Executed Version	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	05/19/2021
KCE TX-23_Powin-MPA_CSA_Executed Version	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	05/19/2021
KCE TX1TX2TX3 - LNTP 2 - 20190201	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Key Capture Energy, LLC (KCE)	01/31/2019
KCE TX1TX2TX3 - LNTP - 20190115	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Key Capture Energy, LLC (KCE)	01/15/2019

KCE - Master Equipment Supply Agreement TX NY	Master Supply Agreement	Key Capture Energy, LLC (KCE)	01/15/2019
JPR0030 - Triple Butte - Services Agreement	LTSA (Long Term Service Agreement)	Triple Butte, LLC	08/21/2020
JPR0030 - Triple Butte - PO 003	Purchase Order	Triple Butte, LLC	08/21/2020
JPR0020 - Flower Valley - Service Agreement	LTSA (Long Term Service Agreement)	Flower Valley, LLC	05/15/2020
JPR0020 - Flower Valley - PO 001	Purchase Order	Flower Valley, LLC	05/15/2020
JPR0010 - Swoose - Services Agreement	LTSA (Long Term Service Agreement)	Swoose, LLC	05/15/2020
JPR0010 - Swoose - PO 002	Purchase Order	Swoose, LLC	05/15/2020
JPR0000 - Jupiter Power - Master Supply Agreement	Master Supply Agreement	Jupiter Power, LLC	05/15/2020
JMA0030 - Jema - Flexitranstore - PO	Purchase Order	Jema Energy S.A.	12/20/2018
INV0030 - Insurgentes - Supply Agreement	ESA (Energy Storage Agreement)	MG HR, S. de R.L. de C.V.	12/20/2019
INV0030 - Insurgentes - Amendment 1	ESA (Energy Storage Agreement)	MG HR, S. de R.L. de C.V.	01/31/2020
INV0020 - Orangeville - PO ORS111127	Purchase Order	Orangeville Energy Storage LLC	11/02/2020
INV0020 - Orangeville - BESSSA	ESA (Energy Storage Agreement)	Orangeville Energy Storage LLC	11/02/2020
INV0000 - Invenergy - Master Supply Agreement	ESA (Energy Storage Agreement)	Invenergy Storage Development LLC	12/20/2019
Hummingbird Powin LTSA (assembled, executed)	LTSA (Long Term Service Agreement)	Hummingbird Energy Storage, LLC	02/10/2023
Hummingbird Limited Notice to Proceed (compiled executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	esVolta Development, LLC	12/29/2022
Hummingbird - ESV0220 - ESA (assembled, fully executed)	ESA (Energy Storage Agreement)	Hummingbird Energy Storage, LLC	02/03/2023
Honeywell_Powin_LTSA_EXECUTED_2021.08.18	LTSA (Long Term Service Agreement)	Honeywell International	08/18/2021
HNL0077 - Hydro Extrusions - PO 4415658515 R1	Purchase Order	Honeywell Limited - HPS CA	09/23/2020
HNL0072 - Honeywell - Malpack 1.1 - PO - A1	Purchase Order	Honeywell Limited - HPS CA	05/01/2020
HNL0071 - Malpack 1.2 - PO 4415000886 R8	Purchase Order	Honeywell Limited - HPS CA	05/01/2020
HNL0070 - Canopy Growth - PO 4415070665	Purchase Order	Honeywell Limited - HPS CA	03/24/2020
HNL0069 - Toyota Boshoku - PO 4415001119 R6	Purchase Order	Honeywell Limited - HPS CA	05/01/2020
HNL0068 - Pillers Waterloo - PO 4414731331 R9	Purchase Order	Honeywell Limited - HPS CA	04/18/2020

HNL0068 - Pillers Waterloo - PO 4414731331 R7	Purchase Order	Honeywell Limited - HPS CA	04/02/2020
HNL0067 - Pillers Brantford - PO 4414731269 R8	Purchase Order	Honeywell Limited - HPS CA	04/02/2020
HNL0066 - Rich Foods - PO 4414731328 R8	Purchase Order	Honeywell Limited - HPS CA	04/02/2020
HNL0065 - Honeywell - Molson Coors - PO - A1	Purchase Order	Honeywell Limited - HPS CA	05/01/2020
HNL0064 - Decast - PO 4414731297 R9	Purchase Order	Honeywell Limited - HPS CA	04/02/2020
HNL0062 - Kelloggs - PO 4414731277 R8	Purchase Order	Honeywell Limited - HPS CA	04/02/2020
HNL0061 - Enbridge - PO 4415000441 R6	Purchase Order	Honeywell International, Inc.	05/01/2020
HNL0000 - Honeywell - MSA - EC	Purchasing Agreement	Honeywell International, Inc.	03/21/2019
HNL0000 - Honeywell - Addendum - EC	ESA (Energy Storage Agreement)	Honeywell International, Inc.	12/20/2019
HES0010 - Hunt - Demo - Order Letter	Purchase Order	Hunt Energy Solutions	06/11/2019
Hemingway IPC BESA 80MW (executed & assembled)_small	ESA (Energy Storage Agreement)	Idaho Power Company	02/28/2022
Hemingway Expansion ESA (executed, compiled)	ESA (Energy Storage Agreement)	Idaho Power Company	06/08/2023
HEM0070 - Ukraine - PO and Order Letter	Purchase Order	Sungrid Solutions	09/04/2020
HEC0070 - Kitchener II - OM Agreement - 20181030	LTSA (Long Term Service Agreement)	Hecate Energy Ontario Storage VII, LP	10/30/2018
HEC0070 - Kitchener II - BESA	ESA (Energy Storage Agreement)	Hecate Energy Ontario Storage VII, LP	03/01/2018
HEC0050 - Johanna - Supply Agreement LNTP	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	05/28/2020
HEC0050 - Johanna - Supply Agreement - LNTP2	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	06/11/2020
HEC0050 - Johanna - Subcontract	ESA (Energy Storage Agreement)	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS)	08/31/2020
HEC0050 - Johanna - Long Term Service Agreement	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	01/25/2021
Great Kiskadee ESA (Executed)	ESA (Energy Storage Agreement)	Great Kiskadee Storage, LLC	08/26/2022
GOE0060 - Thunder Bay - BESA - 20180831	ESA (Energy Storage Agreement)	Go Electric Inc	08/31/2018
GLP0020 - West Columbia - Services Agreement	LTSA (Long Term Service Agreement)	West Columbia Storage, LLC	09/09/2019
GLP0020 - West Columbia - BESSSA	ESA (Energy Storage Agreement)	West Columbia Storage, LLC	02/26/2019
GLP0020 - Glidepath - W. Columbia - Second Amendment to ESSSA (EXECUTED)	ESA (Energy Storage Agreement)	West Columbia Storage, LLC	10/04/2019

GLP0020 - Glidepath - W. Columbia - First Amendment to ESSSA (EXECUTED)	ESA (Energy Storage Agreement)	West Columbia Storage, LLC	09/09/2019
GDS0010 - Gridspan - Pilot Order	Purchase Order	Gridspan Energy	10/29/2018
FRS - AMP0195 - BESA (fully executed)	ESA (Energy Storage Agreement)	AMP Solar US Services LLC	07/28/2022
Framework Agreement - Akaysha_Powin_EXECUTED_2022.04.18	Framework Agreement	Akaysha Energy Pty Ltd	04/18/2022
Form Blanket Purchase Order 20210218 FINAL Signed 20210219 - PEC	Purchase Order	Stem, Inc.	02/22/2021
First_LTSA_Amendment_-_Tranquillity_rev_BJ_7-21-2021_-_clean	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	07/21/2021
First_LTSA_Amendment_-_Garland_rev_BJ_7-21-2021_-_clean	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	07/21/2021
First_BESA_Subcontract_Amendment__-_Tranquillity_rev_BJ_7-21-2021	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	11/23/2020
First_BESA_Subcontract_Amendment__-_Garland_rev_BJ_7-21-2021	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/26/2020
First_Amendment_TX23_2021.05.19_EXECUTED	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020
First_Amendment_TX12_2021.05.19_EXECUTED	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020
First_Amendment_TX11_2021.05.19_EXECUTED	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	10/16/2020
First Amendment to Powin - Rabbitbrush 2 Supply Agreement (9-16-21)	ESA (Energy Storage Agreement)	Rabbitbrush Solar, LLC	09/17/2021
First Amendment to Powin - Rabbitbrush 1 Supply Agreement (9-16-21)	ESA (Energy Storage Agreement)	Rabbitbrush Solar LLC	09/17/2021
Final_Dry_Bridge__LNTP_-_Powin_Signed_11-11-2021	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Strata Solar, LLC	11/11/2021
KCE0090 - TX2 - Port Lavaca - Services Agreement	LTSA (Long Term Service Agreement)	KCE TX 2, LLC	06/01/2020
KCE0090 - Port Lavaca - PO - 20200522	Purchase Order	KCE TX 2, LLC	05/22/2020
KCE0080 Powin Services Agreement - TX 8 - EXECUTED	LTSA (Long Term Service Agreement)	KCE TX 8, LLC	06/01/2020
EVE LF280K PO	Purchase Order	PuYuan Green Energy Inc.	
ESRT Powin ESA-Centipede (executed w_ exhibits)[142956]	ESA (Energy Storage Agreement)	PowerFlex Systems, LLC	12/09/2022
Elmbrook Powin PO	Purchase Order	Amp Solar US Services LP	01/19/2021
El Sol AR Supply Agreement (executed, compiled)	ESA (Energy Storage Agreement)	El Sol Energy Storage LLC	05/19/2023

El Sol - Energy Storage System Supply Agreement 04.09.21 (executed)	ESA (Energy Storage Agreement)	El Sol Storage Energy LLC	04/09/2021
EDF-Powin BESS MSA (Executed - September 9, 2022)_small	ESA (Energy Storage Agreement)	EDF Renewables Development, Inc.	09/09/2022
EDF0070 - Mav 6 - BESS Subcontract Agreement	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	12/22/2020
EDF0070 - Amendment 1 to BESS Subcontract - final - PEC exec	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	02/26/2021
EDF0050 - Big Beau 2 - Subcontract Agreement	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	02/01/2021
EDF0050 - Big Beau 2 - BESSSA	ESA (Energy Storage Agreement)	BigBeau Solar, LLC	02/01/2021
EDF0040 - Big Beau 1 - Subcontract Agreement	ESA (Energy Storage Agreement)	Mitsubishi Power Americas, Inc. (MPA)	02/01/2021
ESV0290 - Third Powin Letter Agreement - Acorn-FINAL - signed (1)	ESA (Energy Storage Agreement)	Acorn I Energy Storage LLC	06/08/2021
ESV0290 - esVolta - Operation & Maintenance Agreement	LTSA (Long Term Service Agreement)	Acorn I Energy Storage LLC	11/06/2019
ESV0290 - esVolta - Acorn BESA	ESA (Energy Storage Agreement)	Acorn I Energy Storage LLC	11/06/2019
ESV0090 - esVolta - Wildcat BESA	ESA (Energy Storage Agreement)	Wildcat I Energy Storage, LLC	11/06/2019
ESV0090 - esVolta - Operations & Maintenance Agreement	LTSA (Long Term Service Agreement)	Wildcat I Energy Storage, LLC	11/06/2019
ESV0000 - Stratford - OM Agreement	LTSA (Long Term Service Agreement)	Powin Energy Ontario Storage, LLC	03/29/2018
CSU Powin ESA-Centipede (executed w_exhibits)[143046]	ESA (Energy Storage Agreement)	PowerFlex Systems, LLC	12/09/2022
CSE0010 - Countryside - Purchase Order	Purchase Order	CS Energy, LLC	09/29/2020
CPE0070 - CPE - Waneroo - BESA	ESA (Energy Storage Agreement)	Clean Peak Energy (CPE)	09/09/2019
CPE0040 - CPE - Lansell Square - BESA	ESA (Energy Storage Agreement)	Clean Peak Energy (CPE)	09/09/2019
CPE0030 - CPE - Bateau -BESA	ESA (Energy Storage Agreement)	Clean Peak Energy (CPE)	09/09/2019
CPE0020 - CPE - Salamander Bay - BESA	ESA (Energy Storage Agreement)	Clean Peak Energy (CPE)	09/09/2019
Cotuit - AMP0194 - BESA (fully executed)	ESA (Energy Storage Agreement)	AMP Solar US Services LLC	07/28/2022
Waratah_Energy_Supply_Agreement (fully executed, compiled)	ESA (Energy Storage Agreement)	Munmorah Battery ProjectCo Pty Ltd	11/04/2022
CleanPeak Energy MSA PO form 20210602 Final Executed	Purchase Order	Clean Peak Energy (CPE)	05/20/2021
CLEAN Powin - 20191028 - PEC BESA - PEC v.11 Final Tremont - 02192021 - Fully Executed	ESA (Energy Storage Agreement)	Pine Gate Renewables, LLC	02/19/2021

CLEAN Powin - 20191028 - PEC BESA - PEC v.10 Final Rochester - 02192021 - Fully Executed (1)	ESA (Energy Storage Agreement)	Pine Gate Renewables, LLC	02/19/2021
Chaparral Springs ESSA - FULLY COMPILED AND EXECUTED - 7-27-2022_small	ESA (Energy Storage Agreement)	Chaparral Springs, LLC	07/27/2022
Chap Solar & Willow Springs LNTP - Fully Compiled and Executed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Chaparral Springs, LLC	05/27/2022
CEP0180 - Master Supply Agreement - MEPPI - Sarnia	Master Supply Agreement	Mitsubishi Electric Power Products, Inc. (MEPPI)	02/27/2019
CEP0100 - Master Supply Agreement - MEPPI - Windsor	Master Supply Agreement	Mitsubishi Electric Power Products, Inc. (MEPPI)	02/27/2019
CAR0040 - Candela Transoceanic shipping - Exhibit E	ESA (Energy Storage Agreement)	Front Range-Midway Solar Project, LLC	11/17/2021
Candela - Powin - BESA (Executed 11.17.2021) (1)	ESA (Energy Storage Agreement)	Front Range-Midway Solar Project, LLC	11/17/2021
Brandywine LNTP Amendment and Assignment [EXECUTED]	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	KMC Thermo, LLC/ESI, Inc.	
Brandywine ESA [Execution Version + exhibits] (EXECUTED) (1)	ESA (Energy Storage Agreement)	ESI Inc.	12/05/2022
Black Mesa IPC BESA (executed & assembled)_small	ESA (Energy Storage Agreement)	Idaho Power Company	02/28/2022
BESA - Adon & Powin	ESA (Energy Storage Agreement)	Adon Renewables	01/26/2017
BB2 Powin LTSA - 20210719 Fully Executed	LTSA (Long Term Service Agreement)	BigBeau Solar, LLC	07/19/2021
BB1 Powin LTSA - 20210719 Fully Executed	LTSA (Long Term Service Agreement)	BigBeau Solar, LLC	07/19/2021
AVEP LTSA - Fully Compiled (Executed)	LTSA (Long Term Service Agreement)	AVEP BESS, LLC	12/15/2022
AVEP LNTP - Fully Executed and Compiled	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	AVEP BESS, LLC	05/27/2022
AVEP Fifth Amendment to LNTP (Fully Executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	AVEP BESS, LLC	08/05/2022
AVEP ESSA - EXECUTION VERSION (Fully Compiled, EXECUTED) - 12-21-2022_small	ESA (Energy Storage Agreement)	AVEP BESS, LLC	12/21/2022
Auto-Chen_Ltd_(Nir_David)_BESA_2021.05.12_EXECUTED (Commissioning LDs Weekly Edit) LD initialized 17.6.21	ESA (Energy Storage Agreement)	Auto-Chen Ltd	05/12/2021
Auto-Chen_Ltd_(Gevim)_BESA_2021.05.12_EXECUTED (w. Exhibit B) small	ESA (Energy Storage Agreement)	Auto-Chen Ltd	05/12/2021
Auto-Chen_Ltd_(Gevim)_BESA_2021.05.12_EXECUTED (w. Exhibit B and Commissioning LDs Weekly Edit)17.6.21	ESA (Energy Storage Agreement)	Auto-Chen Ltd	05/12/2021

Arrow Canyon Powin LTSA_Singed_wExhibit	LTSA (Long Term Service Agreement)	Arrow Canyon Solar, LLC	12/10/2021
Arrow Canyon - BESS Agreement (Fully Executed 06042021)	ESA (Energy Storage Agreement)	Arrow Canyon Solar, LLC	06/03/2021
AMR0170 Hampden Landfill Powin BESA (fully executed)	ESA (Energy Storage Agreement)	Hampden Landfill Solar LLC	05/11/2022
APE0010 Apex Sabal BESA-Centipede (Fully Executed)	ESA (Energy Storage Agreement)	II Battery Storage US LLC (CAMERON WIND I, LLC)	05/13/2022
Angelo ESA (fully assembled and executed)_small	ESA (Energy Storage Agreement)	Angelo Storage, LLC	08/10/2022
AMRC OUC ESA (Fully Executed, Compiled)_small	ESA (Energy Storage Agreement)	Ameresco Inc.	11/23/2022
AMR0190-Kupono LNTP (Powin 04.22.22)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Kupono Solar, LLC	04/22/2022
AMP0070 - Cronin - PO	Purchase Order	Amp Solar US Services LP	08/04/2020
AMP0070 - Cronin - LTSA - FINAL (09-09-20)	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	09/09/2020
AMP0060 - Wallum - PO	Purchase Order	Amp Solar US Services LP	08/04/2020
AMP0060 - Wallum - LTSA - FINAL (09-09-20)	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	09/09/2020
AMP0050 -Palmer - LTSA - FINAL (09-09-20)	LTSA (Long Term Service Agreement)	Ware Palmer Road Solar, LLC	09/09/2020
AMP0050 - Ware Palmer - PO	Purchase Order	Amp Solar US Services LP	08/28/2020
AMP0020 - PO - Powin - Adams Road	Purchase Order	Amp Solar US Services LP	08/28/2020
AMP0020 - Adams Road - LTSA - FINAL (09-09-20)	LTSA (Long Term Service Agreement)	East Brookfield Adams Road Solar LLC	09/09/2020
AMP0000 - Amp - Master Service Agreement - 20200710	Master Supply Agreement	esVolta, LP	07/09/2020
Amendment_2_SPC_Garland_Prime_Contract_-_Final	LTSA (Long Term Service Agreement)	Mitsubishi Power Americas, Inc. (MPA)	04/25/2022
Leader - Powin - PO 20211213_approved__powin (LD Date Change 6.15.22)	Purchase Order	Leader Energy Storage Technology Co., Ltd	12/13/2021
20210811 - LNTP for TPE21001 (Powin 8.4.21)_TPE signed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	TPE Energy, Inc.	08/04/2021
20210811 - LNTP for TPE20032 (Powin 8.4.21)_TPE signed	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	TPE Energy, Inc.	08/02/2021
20201231_Westar_-_Project_Contract_(final_exhibits_executed)	ESA (Energy Storage Agreement)	Invenergy Storage Development LLC	02/05/2021
20191028 - PEC BESA - Base v.9 Putah Creek Execution Copy 042221_fully signed	ESA (Energy Storage Agreement)	Putah Creek Solar Farms, LLC	04/22/2021
20190715 - Annex - Agreement for the Supply and Commissioning of Batteries - Fully Executed	ESA (Energy Storage Agreement)	Nidec ASI S.p.A.	07/15/2019
20190715 - Agreement for the Supply and Commissioning of Batteries - Fully Executed	ESA (Energy Storage Agreement)	Nidec ASI S.p.A.	07/15/2019

2021.12.30 Powin-Borrego MSA wForm BESA (Fully Executed)	Master Supply Agreement	Borrego Solar Systems Inc	12/30/2021
2021.11.09_LTSA_FINAL_Oak Hill 2_EXECUTED	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	11/09/2021
2021.11.09_LTSA_FINAL_Oak Hill 1_EXECUTED	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	11/09/2021
2021.11.09_LTSA_FINAL_Elmbrook_EXECUTED	LTSA (Long Term Service Agreement)	Amp Solar US Services LP	11/09/2021
2018.08.22 Stillwater- v13.3 - PEC Final (fully executed) (003)	Purchase Order	Stillwater Energy Storage, LLC	08/22/2018
2017.02.03 - Adon Powin - Battery Equipment Supply Agreement - EXECUTED	ESA (Energy Storage Agreement)	Adon Renewables	01/26/2017
EDF0040 - Big Beau 1 - BESSSA	ESA (Energy Storage Agreement)	BigBeau Solar, LLC	02/01/2021
DTE Powin LNTP Letter Agreement - Engineer (compiled, fully executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	DTE Electric Company	07/18/2023
Dry Bridge Strata-Powin BESA (compiled, fully executed)	ESA (Energy Storage Agreement)	Strata Solar, LLC	02/02/2022
Desert Quartzite - Project Agreement (Executed)	ESA (Energy Storage Agreement)	Desert Quartzite, LLC	12/06/2022
Desert Quartzite - NTP (Executed)-1	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Desert Quartzite, LLC	12/06/2022
MSA - Powin & TopBand - signed 07.21.2023	Master Service Agreement	Huizhou Topband Electrical Technology Co., LTD	
MSA - Powin & Ultra - signed 07.22.2023	Master Supply Agreement	Ultra Corpotech PVT Ltd. Chakan, Pune 410501 India	
Exhibit_U_-_AKE0010_-_Ulinda Park_Tech_Escrow_Invoicing_Agreement_(Final) - executed	Technology Escrow Agreement	Ulinda Park ProjectCo Pty Ltd	07/21/2023
Sun Streams 3_-_Invoicing_Agreement_(IP_Escrow)__7.20.2023_clean_executed	Technology Escrow Agreement	Sun Streams PVS, LLC	07/20/2023
PNM Powin Rio Del Oro EPA (fully executed, compiled with exhibits)[203747]	ESA (Energy Storage Agreement)	Public Service Company of New Mexico	05/01/2023
PNM South Valley - LNTP (Fully Executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Public Service Company of New Mexico	03/09/2023
20220814 - LNTP Letter Agreement - Lonestar (Powin CLEAN 12.21.22)(Fully Executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Lone Star Solar, LLC	12/21/2022
Lonestar LTSA (fully executed, compiled with exhibits)	LTSA (Long Term Service Agreement)	Lone Star Solar, LLC	05/01/2023
Hemingway Expansion LNTP (fully executed, fully compiled)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Idaho Power Company	05/05/2023
Second Amended and Restated LNTP - Hemingway Expansion (fully executed)	LNTP (Limited Notice to Proceed) or NTP (Notice to Proceed)	Idaho Power Company	05/25/2023
Akaysha - Ulinda Park - Powin - Energy Supply Agreement (fully executed, compiled)	ESA (Energy Storage Agreement)	Ulinda Park ProjectCo Pty Ltd	06/26/2023
Akaysha - Ulinda Park - LTSA (fully executed, compiled)	LTSA (Long Term Service Agreement)	Ulinda Park ProjectCo Pty Ltd	06/28/2023

Li-Cycle Inc. - Services Agreement & Quote - signed 10.20.2022	Master Service Agreement	Li-Cycle Holdings Corp.	10/20/2022
06.10.2022 EVE - Powin MSA Amendment #2 - signed	Master Supply Agreement	EVE Asia Co. Limited	06/01/2022
Powin_CNTE_Purchase Framework Agreement-Fully Executed - 02.28.2022	Framework Agreement	Contemporary Nebubula Technology Energy Co., Ltd. (CNTE)	02/28/2022
MSA - Powin & Ultra - signed 07.22.2023	Master Supply Agreement	Ultra Corpotech PVT Ltd. Chakan, Pune 410501 India	
Amendment to MSA - Powin Energy (2)_Final	Master Service Agreement	RRC Power and Energy, LLC	01/26/2022
Powin & Heilind MSA - signed 08.29.2022 (Supplier of Amphenol Materials)	Master Supply Agreement	Heilind Asia Pacific (HK) Ltd.	08/29/2022
Formosa Supply Agreement redv4 20201029	Master Supply Agreement	Formosa Electronic Industries, Inc.	
Energy Storage Response Group, LLC_Powin_MSA (SOW 1 & 2)_2021.06.21_Executed	Master Service Agreement	Energy Storage Response Group LLC	06/21/2021
Powin & Envision AESC US MSA - signed 07.28.2022	Master Supply Agreement	Envision AESC US LLC	07/18/2022
Powin - REPT - MOU - Fully Executed 04.21.2022	Memorandum of Understanding	REPT BATTERO Energy Co., LTD	06/01/2024
Powin - ACE Battery PFA - signed 03.15.2023	Framework Agreement	Shenzhen ACE Battery Co., Ltd.	03/15/2023
Powin - iBase Solutions PFA - signed 05.16.2023	Framework Agreement	iBase Solution Co., Ltd.	05/16/2023
20191031 - iBase fully executed	Master Supply Agreement	iBase Gaming Inc.	10/31/2019
Powin & CIMC MSA - signed 03.07.2023	Master Service Agreement	Qingdao CIMC container manufacture CO. LTD	03/01/2023
REPT Battery Cell MSA Fully Executed 210714	Master Supply Agreement	Ruipu Energy Co., LTD (REPT)	06/29/2021
Powin - Myst AI Form Agreement and Order Form_FINAL_2022.10.07.docx	Purchase Order	Myst AI, Inc.	10/07/2022
Powin_Bluewater Battery Solutions_Services Agreement - FINAL - signed 12.09.2022	Master Service Agreement	Bluewater Battery Logistic, LLC	12/09/2022
EVE-Powin-iBase 3-Party MSA 03.17.2021	Master Supply Agreement	EVE Asia Co. Limited	09/30/2021
Huizhou Topband Electrical Technology Purchase Framework Agreement	Framework Agreement	Huizhou Topband Electrical Technology Co., Ltd.	12/29/2021
Powin & J-Tech MSA - signed 12.30.2022	Master Supply Agreement	China J-Tech Prescision Machinery Group Limited	
AESC Battery Cell MSA Fully Executed 210714	Master Supply Agreement	Envision Ruitai Dynamics Technology (Shanghai) Co. Ltd.	07/07/2021
Amendment to EVE-Powin-Finway 3-Party MSA - Performance Only - 12.16.2021 (1)	Master Supply Agreement	EVE Asia Co. Limited	11/22/2021
Powin - SMA MSA 2022.08.22 clean Final with Exhibits part excec 08.23.22	Master Supply Agreement	SMA Solar Technology America LLC	08/19/2022
Powin - Hithium PFA - signed- 05.18.2023	Framework Agreement	Hithium (Xiamen Hithium Energy Storage Technology Co., Ltd.)	05/18/2023
Powin - REPT MSA - FINAL with Exhibits - signed 12.13.2022	Master Supply Agreement	REPT BATTERO Energy Co., LTD	12/06/2022
Amendment 3 to MSA between Powin and EVE - signed 11.21.2022	Master Supply Agreement	EVE Power Hong Kong Co., Limited	10/31/2022
Formosa MOU	Memorandum of Understanding	Formosa Electronic Industries, Inc.	
Powin G Battery PFA FINAL - signed 04.24.2023	Framework Agreement	Xuzhou G Battery International Trade Co., Ltd.	04/24/2023

CATL & Powin Cell MSA - 01.23.2019	Master Supply Agreement	Contemporary Amperex Technology Co. Limited (CATL)	06/30/2022
Intertek_Powin MSA 7.21.21_EXECUTED (4)	Master Service Agreement	Intertek Testing Services NA, Inc.	07/21/2021
Powin - Formosa Electric Industries PFA - Executed 03.23.2023	Framework Agreement	Formosa Electronic Industries, Inc.	03/22/2023
Powin EPSoft Service Agreement - signed 06.03.2022	Master Service Agreement	EPSoft	06/03/2022
Powin & Ace Engineering MSA - EXECUTED - 12.12.2022	Master Supply Agreement	ACE Engineering & Co Ltd	12/12/2022
Powin - SMA MSA - clean FINAL EXECUTED v2 12232020	Master Supply Agreement	SMA Solar Technology America LLC	01/01/2021
2022-2023 Annual Purchase Agreement_2021.05.17_EXECUTED (3)	Purchasing Agreement	Contemporary Amperex Technology Co. Limited (CATL)	
EVE Cell PG and Warranty Term Amendment - 01.05.2023	Master Supply Agreement	EVE Asia Co. Limited	
Powin-CATL-MSA Amendment #1 - signed 20220214	Master Supply Agreement	Contemporary Amperex Technology Co. Limited (CATL)	
Master Supply Agreement_GTI_9-6-2022 Executed	Master Supply Agreement	GTI Fabrication	09/05/2022
MSA - Powin & C3Controls - signed 04.03.2023	Master Supply Agreement	Control Concepts Corporation dba c3controls	04/01/2023
Dynapower - Powin - MSA - 12-15-2020 - Countersigned	Master Supply Agreement	Dynapower Company, LLC	10/01/2020
Powin - Envision AESC - MOU FINAL - Fully Executed - 02.17.2022	Memorandum of Understanding	Envision Ruitai Dynamics Technology (Shanghai) Co. Ltd.	
Powin & CIMC-Powin JV MSA - 04.27.2023	Master Service Agreement	Qingdao CIMC-Powin New Energy Technology Co., LTD	04/23/2023
Jabil Powin - MSA Amendment 1 - signed 04.10.2023	Master Supply Agreement	Jabil Inc.	02/13/2023
Powin & Celestica MSA - EXECUTED - 04.26.2023	Master Supply Agreement	Celestica LLC	03/06/2023
Powin - Desay Battery PFA - signed 03.26.2023	Framework Agreement	Huizhou Desay Battery Co., Ltd.	
Powin & CNTE MSA -Fully Executed - 04.20.2022	Master Supply Agreement	Contemporary Nebubula Technology Energy Co., Ltd. (CNTE)	
Powin & SGS Service Agreement_FINAL - 03.14.2022	Master Service Agreement	SGS North America Inc.	03/14/2022
Powin & SIBA Fuse MSA - signed 10.10.2022	Master Supply Agreement	SIBA, LLC	10/10/2022
EVE-Powin-Finway 3-Party MSA 12.16.2020	Master Supply Agreement	EVE Asia Co. Limited	
Li-Cycle Inc. - Services Agreement Quote 12022022 - 2nd pickup - signed 12.07.2022	Master Service Agreement	Li-Cycle Holdings Corp.	12/07/2022
Powin - Jabil MSA - FINAL - 06.20.2022	Master Supply Agreement	Jabil Inc.	06/07/2022

(d) The following Intellectual Property that was deposited into escrow:

Repository	Where is it used?	Definition	Notes
ansible-cloud-deploy	DevOps	The tool used to deploy cloud servers to AWS.	
argocd-app-of-apps	Cloud	Used by the war and deployed to the cloud	
bergstrom-fw-updater	OnPremises	Updates the firmware on Bergstrom hvacs	
ccui-regression	QA	Automated regression test suite for CommandCenter	
cloud-regression	QA	Automated regression test suite for cloud components	
cloud-shared	Cloud	A grouping of libraries (parent-pom) used by different cloud applications.	Includes projects: goblin, powinaws, powinredis, powinwebappbase
coblynau	Cloud	Coblynau is the single point of contact for sites to register, report their data and retrieve commands and firmware updates. Requests to Coblynau are routed to other destinations for processing and/or storage.	
coblynau1	Cloud	Gen1 version of Coblynau.	Mostly Archived. Gen1 stations only.
coblynaudb	Cloud	Used by the war and deployed to the cloud	
commandcenter	Cloud	The React presentation and control layer in the cloud designed to replace Kobold.	
commandpusher	Developer Tools	A tool to simulate a command being sent from the cloud to on-premises system. It is used to test the on-premises system in place of running a cloud environment.	
data-api	Cloud	An attempt to replace Kobold with a single responsibility DataApi. (incomplete)	
devops-tools	DevOps Tools	A collection of scripts and configuration files used by DevOps	
devtools-git	Developer Tools	A collection of scripts used to manage local git pointers.	
dockerfiles-devops	DevOps Tools	Repo for building containerized environments	
dockerstack	Archived	Old version of site compose	
dragon	OnPremises	The EMS library that turtle uses.	
ekssim	Developer Tools	Simulator for the EKS PCS	
em	OnPremises	Environmental Manager (also referred to as Feather) is for Centipede and newer systems only. It is the software that controls the HVAC and sensor systems on individual stacks. Communicates with the LocalManager or Turtle.	

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enclosure-controller-simulator	Pod	Java app to emulate the Pod interface	
environmentmanager-test	QA	Service level tests for environment manager (feather)	
everestmocksdriver	Pod	Drives momotaro based mocks	
featherconfigurator	Developer Tools	Part of the *Configurator series. It contains configuration files for the EM (or Feather)	
feature-flow-client	Incomplete	Java app installed by pipelines-shared repo to perform certain logic	
fey	OnPremises & Cloud	A library used by most systems. It contains standardized device identification keys.	
firstresponderui	OnPremises	Deployed on an HMI on the site. It's sole purpose is to give emergency first responders an idea of what's going wrong, as well as physically where.	
fw_sys_bin_arena	Firmware	Firmware build scripts, including scripts to add footer for cloud deployment	
fw_sys_bin_stack140g2	Firmware		
fw_sys_bin_stack225_230_360	Firmware		
fw_sys_bin_stack750_800	Firmware		
fw_sys_bin_with_footer	Firmware		
fw_sys_common_lcd_f030	Firmware	Source code for LCD used in Stack230P, Stack 360, Stack 750, and Stack 800	
fw_sys_common_lcd_f030_bootloader	Firmware		
fw_sys_common_lcd_f303	Firmware		
fw_sys_common_lcd_f303_bootloader	Firmware		
fw_sys_docs	Firmware	Firmware documentation about recertification, build instructions, and embedded software team design conventions and rules.	
fw_sys_gen1p0_bmc	Firmware	Firmware source code for gen1 (Stack 140gen1) battery monitor controller	
fw_sys_gen1p0_bmc_burner	Firmware		
fw_sys_gen1p0_bpc	Firmware	Firmware source code for gen1 (Stack 140gen1) battery pack controller (including bootloader)	
fw_sys_gen1p0_bpc_bootloader	Firmware		
fw_sys_gen1p0_relay_and_bootloader	Firmware	Firmware source code for gen1 (Stack 140gen1) string relay board (including bootloader)	
fw_sys_gen1p0_sc_and_bootloader	Firmware	Firmware source code for gen1 (Stack 140gen1) string controller (including bootloader)	
fw_sys_gen2p0_bpc	Firmware		

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fw_sys_gen2p0_bpc_bootloader	Firmware	Firmware source code for gen2.0 (Stack 140gen2) battery pack controller (including bootloader)	
fw_sys_gen2p0_cgc	Firmware	Firmware source code for gen2.0 (Stack 140gen2) cell group controller (including bootloader)	
fw_sys_gen2p0_cgc_bootloader	Firmware		
fw_sys_gen2p0_sc	Firmware	Firmware source code for gen2.0 (Stack 140gen2) string controller (including bootloader)	
fw_sys_gen2p0_sc_bootloader	Firmware		
fw_sys_gen2p2_bpc	Firmware	Firmware source code for gen2.2 (Stack 225, Stack 230E, Stack 230P) battery pack controller (including bootloader, bootloader is also for gen2.3 Stack 360 battery pack controller)	
fw_sys_gen2p2_bpc_bootloader	Firmware		
fw_sys_gen2p2_sc	Firmware	Firmware source code for gen2.2 (Stack 225, Stack 230E, Stack 230P) string controller (including bootloader)	
fw_sys_gen2p2_sc_bootloader	Firmware		
fw_sys_gen2p3_bpc	Firmware	Firmware source code for gen2.3 (Stack 360) battery pack controller (bootloader uses fw_sys_gen2p2_bpc_bootloader)	
fw_sys_gen2p3_sc	Firmware	Firmware source code for gen2.3 (Stack 360) string controller (including bootloader), points to gen2.2 project files	
fw_sys_gen2p3_sc_bootloader	Firmware		
fw_sys_gen3_bpc	Firmware	Firmware source code for gen3.0 (Stack 750, Stack 800) battery pack controller (including bootloader)	
fw_sys_gen3_bpc_bootloader	Firmware		
fw_sys_gen3_sc	Firmware	Firmware source code for gen3.0 (Stack 750, Stack 800) string controller (including bootloader)	
fw_sys_gen3_sc_bootloader	Firmware		
fwt_factorytester_pcsoftware	Firmware	Source code for Field Service and Factory "FactoryTester" CAN tool, written in C# with Visual Studio	
fwt_build_tools	Firmware	Installers and executables for firmware IDEs and srecord tool used when developing and building firmware.	
gatekeeper	OnPremises & Cloud	Cloud endpoint deployed onprem	
goblin	Cloud	A Library used by cloud-services to enque and deque messages. Moved to the `cloud-shared` repository.	
hatchery	OnPremises	A service to expediate the commissioning of a site. It sets up the network, designating the proper addresses to devices. Configure Moa IKS switches and set IP addresses of Environment Controllers	
hatcherycli	OnPremises	Specific to the Waratah Super Battery - A service to expediate the commissioning of a site. It sets up the network, designating the proper addresses to devices.	
hector	Developer Tools	A Skeleton project for anything with a web interface	

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jinmao	Developer Tools	End of line testing code	
kafkamanager	Cloud	Used by the war and deployed to the cloud	
knocker	Cloud	ETL that takes standard reports (aka site reports or block reports) from Redis and loads them into Redshift.	
knocker1	Cloud	Gen1 version of Knocker.	Mostly Archived. Gen1 stations only.
kobold	Cloud	The original Presentation, and Control layer. It also took on the role of DataApi to serve Command Center (and any customer "programmatic users").	
kobold1	Cloud	Gen1 version of Kobold.	Mostly Archived. Gen1 stations only.
Lab-Tools	QA	Scripts for running/deploying dockerized apps in the lab	
lishu	OnPremises & Cloud	A service to produce reports that are saved in S3 (archived?)	
lishutongue	OnPremises & Cloud	The protobuf conversion files for compressing/decompressing lishu reports	
lishutonguejava	OnPremises & Cloud	The java code generated from the LishuTongue protobuf files.	
lmconfigurator	Developer Tools	Part of the *Configurator series. It contains the different configuration files for LocalManager.	
localmanager	OnPremises	Local manager source code (StackOS3 equivalent of Turtle)	
localmanager-test	QA	Service level tests for localmanager	
modbusecho	Developer Tools	The Modbus Echo is a project to scan holding and input registers from a TCP Modbus server and save the results to a .json file	
modbusechoui	Developer Tools	A React interface to interact with the modbus echo project.	
modbusforfourba	OnPremises	Modbus for dragon, phoenix, quilin, turtle	
modbusregistercalculator	Developer Tools	Tool to convert complex data types stored in modbus	
momotaro	Developer Tools	The purpose of this simulation tool is to provide both developers and QA with tools for mocking data on modbus servers in order to supply a flexible and customizable "device simulation tool". This tool will not contain any device-logic but allow users to implement through small scripts, or simple endpoint commands the behavior they would like to test or emulate.	
momotaro-dev-client	Incomplete	Not needed	An Empty Repo. This was going to be a prototype.
moth	Cloud	Bidding service for CAISO energy market	

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okiku	OnPremises	The "SOX" library. Covers State Of Health, State Of Charge, State of HeadRoom	
onprem2	OnPremises	A attempt to consolidate all of the StackOS2 libraries into one parent-pom style project. Replacement for Turtle (StackOS2).	Still has some questionable functionality.
onprem2-development	Incomplete	Not needed	
onpremenvautomation	Incomplete	Not needed	
phoenix	OnPremises	The BMS library that Turtle uses.	
phoenixtongue	OnPremises	The protobuf conversion files for compressing/decompressing all on premises reports.	
phoenixtonguecsharp	Archived	The C# code generated from the PhoenixTongue Protobuf files.	
phoenixtonguejava	OnPremises	The java code generated from the PhoenixTongue protobuf files.	
pipelines-shared	Incomplete	Used to build new artifacts for onprem as part of the new branch strategy	
pop	Cloud	POP's core is an optimization that takes inputs (forecasts) and maps them to a plan about how to operate a BESS system. This optimization is run in a feedback look called Model Predictive Control which allows the system to respond in real-time to changes in forecasts.	
powin-core	OnPremises	A grouping of libraries (parent-pom) used by different OnPrem applications.	Includes projects: fey, goblin, lishu, lishutonguejava, modbusforfourba, okiku, phoenixtongue, phoenixtonguejava, powinaws, powinredis, powintestsupport, powinwebappbase, sunspecdefinitionsjava, toolsurlbuilder, wu
powin-shared	OnPremises & Cloud	A grouping of libraries (parent-pom) used by different OnPrem and cloud applications.	Includes projects: fey, phoenixtongue, phoenixtonguejava, powintestsupport, wu
powinaws	Cloud	Used by the war and deployed to the cloud	
powinredis	OnPremises	Helper code to talk to redis	
powintestsupport	Archived	Archived	
powinwebappbase	Cloud	Used by the war and deployed to the cloud	
primrose	Cloud	The in-house authentication and authorization application.	
primrose1	Cloud	Gen1 version of Primrose	Mostly Archived. Gen1 stations only.
primroseclient	Cloud	Authorization library used by primrose	

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primrosetongue	Cloud	Login authentication Protobuf	
primrosetonguejava	Cloud	Java generated code from PrimroseTongue	
primrosewebclient	Cloud	Used by the war and deployed to the cloud	
product-documentation	Documentation	Documentation of some Features, architecture, devops and simulator. It is incomplete	
puck	Cloud	AWE Messaging and routing, Gen1	
puckapi	Cloud	AWE Messaging and routing, Gen1	
puckui	Cloud	AWE Messaging and routing, Gen1	
qa-automated-regression	QA	Automated tests for 2.x deployments	
qa-test-cases	QA	Contains exported manual test cases from Test Rail	
qilin	OnPremises	Library for interacting with the file system, also provides wrapper layers.	
repo-llama-docmaker	Developer Tools	AI document generator for the repos	
report-consumer-service	Cloud	Pulls reports from Kafka to influx db	
reportpusher	Developer Tools	Emulates the reporting functionality of a tortuga-style local controller.	Tortuga was the original split from StackOS2 -> StackOS3. It became LocalManager. Possibly archived?
samljaxb	Developer Tools	Oauth connector that is not used	
servicetools	OnPremises & Cloud	Utility functions for commissioning/operations	
sim-site-config	Developer Tools	The configuration of the docker files for site-compose.	
simstationgenerator	Pod	Generate dynamic Pod config/compose files	
site-compose	QA	This repository contains Docker configurations for simulating complete energy storage sites and cloud services locally	
site-init	Developer Tools	Scrips for initiatializing some devices	
site-report-pusher	Developer Tools	This tool is for developers, QA, QA Automation, other types of nerds and/or protobuf enthusiasts. It can be used to simulate sending standard block reports and standard notification reports to any coblynau service (locally or in the cloud).	
sitecontroller	OnPremises	Site controller source code	
sitemanager	OnPremises	As of 10/31/2024 it can be used to simulate sending standard block reports and standard notification reports to any coblynau service (locally or in the cloud).	

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sitemanager-test	QA	Service level tests for SiteManager	
sitereportecho	Developer Tools	Captures sitelevel reports and allows for reply	
spark-hudi	Archived	Depricated	
stack-sim-regression	QA	Automation framework for running regression against StackOS2 and 3	
stackos2configurator	Developer Tools	Part of the *Configurator series. It contains configuration for the Turtle (StackOS2).	There was an intended name switch from Turtle to StackOS2, there maybe some updates to turtleconfigurator that didn't happen here. We only need one of the two.
stacksimulator	Developer Tools	Java app emulates string controller interface and PCS interface	
stringprotocol	Developer Tools	Data format between string controller and other hardware	
stringpusher	Developer Tools	Push arbitrary data to local manager as if it was coming from the string controller	
sunspec-model134-simulator	Developer Tools	Susnpec simulator	
sunspecdefinitions	Developer Tools	Modbus map definitions	Should compare with stackos2configurator/turtleconfigurator projects to ensure parity
sunspecdefinitionsjava	Developer Tools	Java generated code for modbus map definitions	
sunspectests	Developer Tools	Susnpec automation	
swtools	Developer Tools	Scripts to support release management in Jira	
terraform-aws-infra	DevOps	Cloud infrastructure as code	
terraform-aws-infra-modules	DevOps	Cloud infrastructure as code modules	
toolsurlbuilder	Developer Tools	A library inside of Turtle (StackOS2) that helps build urls to tools endpoints to simulate/test.	
turtle	OnPremises	This is the heart of StackOS2. Turtle is a shell that is constituted of either a Dragon, a Phoenix, or Both. It serves as a communication gateway between various components of the Powin Energy Storage System. It facilitates message routing between Dragon (EMS), Phoenix (BMS), Feather (environmental controller), and Coblynau (cloud service). Turtle also provides diagnostic tools, firmware management, and failover capabilities to ensure reliable system operation.	

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turtleconfigurator	Developer Tools	Part of the *Configurator series. It contains configuration for the Turtle (StackOS2).	There was an intended name switch from Turtle to StackOS2, there maybe some updates to stackos2configurator that didn't happen here. We only need one of the two.
wu	OnPremises	A toggle service library to be able to choose paths in the code.	

Schedule 3.8

LITIGATION

PARTIES	JURISDICTION	CLAIM	STATUS
301 Tariff Protest	Court of International Trade	Customs Designation/Import Designation	Powin is contesting the HTS Code designation by U.S. Customs and Border Protection ("CBP") of the country of origin of the Section 301 duties applied to Stacks imported by Powin designated as China because allegedly no substantial transformation occurred in Taiwanfor 2020 and 2021 imports. In addition, Powin is seeking a ruling that substantial transformation of its Centipede occurred, changing its Section 301 duties. In addition, Powin still has potential exposure for five years from the import date under theories of fraud, gross negligence (40% penalty) or negligence (20% penalty) in addition to the current per entry penalty (currently $28k on 209 entries). The total importation amount/value is $86.5M.
Airways Services, LLC (Takkion) vs. Powin, LLC and Brian Kane	Texas (239th District Court) Cause No. 129700-CV	Contract Dispute	Powin received a Citation for a case filed on 7/30/2024. The dispute arises from a 1/20/22 agreement under the KCE TX 23 Project in Texas. Airway was to provide technical, maintenance and installation services for the project. Airways seeks $349,431.25 for work performed from April to September 2022. Blank Rome, Houston (Mike Bell and Greg Moore) have been assigned 8/26/24. They have instructions to file timely response. 04/25/25: Settlement negotiations are ongoing. Parties entered into a walk-away, no cost settlement on 6/9/25. RESOLVED
Ameresco, Inc. and Kupono Solar, LLC	Superior Court of the State of Delaware Case No. N24C-04-012 VLM		Complaint was filed on 4/3/2024 where Kupono seeks the return of a $16,683,457.35 deposit that was paid pursuance to an LNTP dated 4/22/2022, as well as a $10M dollar deposit under a Framework Term Sheet dated 4/29/2022. Ameresco seeks to recover the deposit under the LNTP dated 4/22/2022 ($11,385,695.50 or the original $16,683,457.35). Ameresco also seeks to terminate the Term Sheet, dated 4/29/2022 and recover the $10M deposit paid thereunder. The LNTP was non-refundable, subject only to Powin's bad faith and the Term Sheet provides that Powin retains any uncredited amounts. Both parties are subject to LD's under the Term Sheet for volume failures, unless unable to agree to BESA terms after good faith negotiations.

C3 Controls	American Arbitration Association	Contract Dispute	Demand Letter dated 3/27/2025 demanding $3,993,456.80 by 4/10/2025. Claim arises from Minimum Volume commitment, for which Powin purchased approximately 18%. Powin negotiated a settlement for $500k, but did not pay as per the schedule. **04/25/25:** Request for extension granted and response is due June 6, 2025
CATL	Hong Kong International Arbitration Center		CATL Issued a notice letter of demand for payment dated 12/9/23 (from Baker McKenzie Hong Kong). 8/2/2024 Notice of Arbitration was filed against Powin, LLC and Yangzhou Finway Energy Tech CO., LTD. CATL is seeking RMB37,664,256 (USD$5.29M)from Powin and Finway and RMB1,497,690.88 (USD$211k), RMB20,256,687.36 (USD$2.847M) and RMB31,418,266.88 (USD$4.42M) from Powin Only. In addition CATL seeks RMB216,877,243.64 (USD$29.6M for a June 6, 2023 Order) along with RMB2,953,119.16 (USD$402.7K in LDS for late payment). Total USD$44M. Powin initial advance pay/deposit (USD$6.7M) 12.17.24 CATL filed Petition for Provisional Measures in Aid of Arbitration in Washington County Circuit Court, requests that the court enter an order for issuance of provisional process and a writ of attachment against Powin's Oregon-based assets, including, but not limited to, the battery cells supplied by CATL and Powin's other tangible property and real property located at 20550 SW 115th Ave., Tualatin, Oregon and 2035 NW Front Ave, Ste #600, Portland, OR 97209, as may be necessary and sufficient to satisfy Petitioner's demand in the sum of not less than $44,306,992.38, and grant such other and further relief as the Court deems just and proper. Powin physical inventory in Oregon is approximately $2M. Hearing is scheduled for January 27, 2025.
Enel Produzione S.p.A	COURT OF ROME Sec. X - Dr Gaetano RG n. 35416/2022	Breach of Supply and Services Contract	Action brought in the Court of Rome Italy 4/7/2022. Powin claims Enel owes €784,456.82 under the contract. Enel counters that Powin owed damages for Lost Profit, Loss of Value, Extra Costs and LDs (approximately €2M total). 8/2/2022 Powin proposed settlement, whereby Enel would pay the amounts outstanding in exchange for the lesser of $1M or 5% credit on another project. Enel declined to submit a counter proposal (12/30/2022). Court of Rome has set hearing for continuation and joining the two pending judgments on 6/21/2023. Hearing on 6/21/2023, court joined two proceedings. Brief due 10/10/2023 and evidentiary requests due 11/11/2023 and reply briefs due 12/2/2023. The next hearing is scheduled for 4/3/2024. Powin and Enel filed briefs. Due by 11/3/2023: response to the reconstruction of facts; list of

			witnesses from Powin; technical questions we want the court-appointed consultant to answer to confirm our defense strategy.
Honeywell/Saturn Power	American Arbitration Association		Notice of Arbitration issued by Honeywell to Powin dated April 2, 2024. On September 29, 2023, Saturn Power filed a statement of claim in arbitration with the American Arbitration Association ("AAA") in New York, New York against Honeywell and Powin. That arbitration was assigned Case Number 01-23-0004-3145. Saturn Power seeks recovery arising from two alleged incidents occurred in which the fire suppression system ("FSS") was triggered. The first incident allegedly occurred on September 30, 2021, when a raccoon gained entry to Container 1 of the BESS. The second incident allegedly occurred on August 18, 2022, when a fire in Container 2 of the BESS triggered the FSS. This allegedly caused damage to other various Saturn property as well. Saturn Power asserts that it is entitled to damages from Honeywell and Powin totaling at least $2,514,100. Honeywell is filing an arbitration against Powin in an effort to join the two abirritations. 4.30.2025 Settlement between the parties, agreed in principle at $425k. Powin Insurer $400k and Powin's contribution $25k, payment due within 60 days. 6.10.2025: Settlement Agreement between Saturn Power, Powin and Honeywell signed with effective Date - 05.23.2025
Jan Jacobson	Circuit Court of the State of Oregon for the County of Multnomah	Breach of Contract	On 5/3/2024 Mr. Jacobson filed a complaint alleging breach of contract by Powin Energy Corporation for failing to value his equity shares at the same value as a Moss Adams report ($1.93M) and another claim against Powin, LLC for failing to pay him Commissions under certain Framework Agreements under the 2019 Commission Plan ($5.04M).
Lucas Lennick	Oregon Circuit Court Multnomah County (23CV32677)	Wrongful Termination/Harassment/Discrimination	Complaint dated 8/11/23 alleging (1) gender-based claims: harassment/hostile work environment, discrimination, retaliation for opposing/reporting the same, and various defendants aiding & abetting the same; (2) Oregon sick leave violations; (3) wrongful termination. Damages pleaded are "no more than $1.75 million" ($500k emotional distress/noneconomic damages, and $750k lost wages/economic damages, offset for taxes, attorney fees and costs, prejudgment interest). Trial,

			date certain has been set for 3/3/2025 and MSJ deadline is 1/2/2025. This matter was resolved through settlement and dismissed with prejudice on 4/15/2025. **RESOLVED**
Mitsubishi	Arbitration (Notice Only)	Dispute over Liquidated Damages	On 9/28/2023, Powin issued notice to initiate dispute resolution under the Supply Agreements for Texas 11, 12 and 23 against Mitsubishi Power Americas Inc. Mitsubishi is also withholding payments related to the Big Beau project ($4,679,285 + ~$700,000 in interest). With regards to TX 11, 12, & 23, Mitsubishi is seeking $14M in Liquidated Damages and Powin is seeking $9M payments.
Prevalon/Hecate Energy Johanna Facility/Mistubishi vs. Powin	Arbitration Case Number 01-24-0008-1077	Breach of LTSA	Notice of Arbitration issued on 10/7/24 with the American Arbitration Association, alleging that Powin failed and refused to provide all planned and unplanned maintenance to all Facility systems and components. That the Facility has not achieved all availability and capacity performance guarantees set forth in the Powin LTSA. Demand at the time of filing alleges $1.4M in damages. Arbitration currently stayed while the parties work on a commercial solution.
STEM	Arbitration (Demand)	Breach of various agreements, including LNTP, MSA, LTSA and certain purchase orders	Notice of Dispute Resolution issued on 12/23/2024, under First Amended and Restate Master Supply Agreement for Purchase and Sale of Energy Storage Equipment between Powin, LLC (“Powin”) and Stem, Inc. (“Stem,” together with Powin, the “Parties”), dated September 14, 2022 (“MSA”). In all, STEM seeks approximately $23.5M ($5.3M LDs; Late Cancellation refund ($4.8M; Deposit return ($3.4M) and Pricing Clawback ($10.1M)), alleging that Powin failed to pay Delivery Delay Damages and Commissioning Delay Damages, perform Section 13.1 obligations (ongoing maintenance and support under LCW and LTSA), failure to reallocate Tangerine deposit, failure to refund PO 12282; 12283; 112284; 12285 and 12286; breach obligation to accept purchase orders and deliver products at quoted LNTP prices (March 3, 2022)
The Sleeper Group	Small Claims Maine Judicial Branch	Breach of Contract	Alleges unpaid invoices for onboarding videos and seeks amount of $4,982.98.

UQI Storage	Qingdao Maritime Court (2023) 72 Litigation Qianqian No. 417	Claim for Demurrage Charges	5/10/2023, action brought in China. Enclosures for APS Foothills contracted by Bill of Ladings for delivery from Port of Loading in Qingdao, China to a specific address in the US. First arriving in Vancouver, Canada in December 2021 through February 27, 2022. UQI claims unspecified ancillary charges ("detention" charges in Canada where cargo was being held due to lack of action by UQI), estimated at $641k in demurrage charges. Hearing scheduled for 9/13/2023. Defense to be submitted on or before the hearing. Dajinhui applied (5.22.24) to freeze RMB 4.4M of Powin Qingdao arising from relief order dated 7.13.23 12.18.24, Judge informed counsel that she confirmed that a contractual relationship existed between Dajinhui and Powin, but rejected the claims made by Dajinhui against Powin because they failed to prove the amount of the additional costs incurred by Danjinhui. Civil Judgment delivered on 12.19.24 in favor of Powin. UQI's appeal was received on 1.13.25. Powin's response is due by 2.21.25. Trial scheduled for 4.15.25. During the appeal hearing, Dajinhui did not raise any new points. Post-hearing opinions were submitted on 4.22.25.
Wilson Fire Equipment & Service Co., Inc.	District Court of Hidalgo County, Texas (C-2198-25-I)	Breach of Contract - Unpaid Invoices	5/14/25: Served with complaint for damages for $130,786.89 plus interest and attorney's fees. 5/15/25: Blank Rome contacted to assist. They will seek an extension for filing answer and run conflicts if needed. Current deadline is 06/09/25. 5/16/25: Email from BR - Request to plaintiff counsel sent. This would extend to 6/30/25. Waiting to hear back. In the meantime, need to develop strategy (i.e. whether to defend or pay). If we're going to defend, need to retain BR so they can run conflicts.
The Environment Agency (UK)	United Kingdom	Enforcement notice for failure to submit 2024 F-Gas verification document as required under the Fluorinated Greenhouse Gases Regulations 2015 (SI 2015 No.310) and EU Regulation No 517/2014, Articles 14(2) and 19(5). (the "Environment Agency Enforcement Notice")	Enforcement notice issued to Powin LLC July 4, 2025; corrective action required by August 1, 2025; failure to comply with the requirements of the Enforcement Notice may result in a civil penalty up to £200,000.No penalty was assessed as of disclosure date. The Environmental Agency listed the following as the next steps to be taken: "Ensure that the 2024 Activity Report submitted by Powin LLC is verified by an independent auditor who is duly accredited to verify financial statements in accordane with Article 14(2) EU Reg 2014/517 as amended. Submit such verification document to the EA by means of the following email address: f-gassupport@environment-agency.gov.uk."

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Class action adversary proceeding complaint for violation of WARN Act 29, U.S.C. § 2101, ET SEQ., filed on June 12, 2025, styled B. Palomino v. Powin, LLC, et al., Adversary Proceeding No. 25-01249-MBK, pending in the United States Bankruptcy Court, District of New Jersey (Trenton).

Schedule 3.10(b)

LEASED REAL PROPERTY AND LEASES

(i) LEASED REAL PROPERTY

a. Ampere Company, LLC - Powin, LLC - Sublease Field Office West
    i. 2035 Front Ave., Portland, Oregon 97209
b. 3U Millikan LLC – Powin Energy – PPA Grand Johanna
    i. 16902 Millikan Avenue, Irvine, CA 92606
c. Madison-OFC Brickell FL LLC – Powin Energy Operating LLC - ACRE Management -
    i. Brickell City Tower, Miami, FL: 80 SW 8th Street, Suite 2600, Miami, Florida 33130
d. Field Office Property LLC - Powin, LLC - Office Lease
    i. 2035 NW Front Avenue, Portland, Oregon (19,807 rentable sq. ft. in the building)
e. Madrid Office - Networkia - Powin LLC - Cuzco Spain
    i. Poeta Joan Maragall 23, 28020 Madrid, Spain (Offices No. 17, 18, 19 in the Center of Cuzco)
f. Melbourne Office – Collective 100 - Powin Australia Pty Ltd - Membership Agreement
    i. Level 2, 100 Cubitt Street, Cremorne VIC 3121, Australia
g. Fora - Powin UK Ltd - Virtual Office
    i. 3 Lloyd's Avenue, London, EC3N 3DS, United Kingdom
h. Portland Office - NP MachineWorks LLC - Powin, LLC - Multi-Tenant Office Lease
    i. The Machine Works Building: 1414 NW Northrup Street, Portland, Oregon 97209
i. Mesa Warehouse - HUB@202 OWNCO LLC - POWIN LLC - Arizona warehouse
    i. 7524 East Warner Road, Mesa, Arizona 85212
j. Tualatin Office - Lu Pacific Properties - Powin Energy Corporation
    i. 20550 SW 115th Ave., Tualatin, Oregon 97062, USA
k. Qingdao Shunneng Machinery Co., Ltd. - Powin (Qingdao) New Energy
l. No. 6 Shanhe Road, Provincial High-tech Industrial Development Zone, Jimo City, Qingdao, China
m. Qingdao Office Lease Contract - 1
    i. Room D, E, I, F, G, H, Floor 18, Mong Kok Building, No. 73 Hong Kong Middle Road, Shinan District, Qingdao City, Shandong Province, China
n. Qingdao Office Lease Contract-2.pdf
    i. Room A, B, C, J, K, L, Floor 18, Mong Kok Building, No. 73 Hong Kong Middle Road, Shinan District, Qingdao City, Shandong Province, China
o. Powin Taiwan Lease Agreement.pdf
    i. Room 2D, Floor 10, No. 500, Yanping Road, Zhongli District, Taoyuan City, Taiwan

(ii) REAL PROPERTY LEASES

File	Contract Type	Counterparty Name	Contract/Document Effective Date
3U Millikan LLC - Powin - Lease agreement California - 2016	Lease Agreement	3U Millikan LLC	10/12/2016
ACRE Management - Powin Energy Operating LLC - Commercial Sublease Agreement - 05.16.2025	Lease Agreement	ACRE Management	05/16/2025
Ampere Company, LLC - Powin, LLC - Sublease Field Office - 11.01.2021	Lease Agreement	Ampere Computing LLC	11/01/2021
Field Office Property LLC - Powin, LLC - Office Lease - 01.01.2024	Lease Agreement	Field Office Property, LLC	01/01/2024
Fora - Powin UK Ltd - Virtual Office - 1.18.2024	Lease Agreement	Esselco Services LLP (Fora)	01/18/2024
Joseph Lu - Powin LLC Qingdao Office - Qingdao Office Lease Contract-10.01.2023	Lease Agreement	Joseph Lu	10/01/2023
Madrid Office_Networkia - Powin - ANNEX to the Service Agreement - change of party - 04.01.2024	Lease Agreement	Networkia Cuzko, S.L.	04/01/2024
Madrid Office_Networkia - Powin LLC - Annex to Office Agreement Cuzco Spain - 02.15.2024	Lease Agreement	Networkia Cuzko, S.L.	02/15/2024
Madrid Office_Networkia - Powin LLC - Office Agreement Cuzco Spain - 03.24.2023	Lease Agreement	Networkia Cuzko, S.L.	03/24/2023
Melbourne Office_Collective 100 - Powin Australia Pty Ltd - Membership Agreement - 07.27.2023	Lease Agreement	Collective 100	07/27/2023
Melbourne Office_Collective_100 - Powin Australia Pty Ltd - Membership Agreement - 2025	Lease Agreement	Collective 100 Pty Ltd.	04/04/2025
Melbourne Office_Collective_100 Membership Agreement - Powin - 05.14.2024	Lease Agreement	Collective_100	06/03/2024
Mesa Warehouse_HUB@202 OWNCO LLC - POWIN LLC - Arizona warehouse INDUSTRIAL LEASE - 08.02.2023	Lease Agreement	HUB @ 202 OWNCO, LLC	08/02/2023
Miami Office_2022.12.02 Commencement Date Memo - Powin Energy	Lease Agreement	MADISON-OFC BRICKELL FL LLC	12/02/2022
Miami Office_Brickell City Tower - Powin Energy Operating, LLC - Lease - 04.08.22	Lease Agreement	Madison-OFC Brickell FL LLC	11/08/2022

Portland Office_NP MachineWorks LLC - Powin, LLC - Multi-Tenant Office Lease - 04.08.2024	Lease Agreement	NP MachineWorks LLC	06/01/2024
Powin (Qingdao) New Energy Co., Ltd - Facility Lease Amendment Agreement - 2023.08.28	Lease Agreement	Powin Qingdao New Energy Co., Ltd.	08/28/2023
Powin (Qingdao) New Energy Co., Ltd - Facility Lease Contract-PTC - 2023.08.28	Lease Agreement	Powin Qingdao New Energy Co., Ltd.	08/01/2023
Powin Taiwan Lease Agreement	Lease Agreement	Pepsi International Business Co.	01/09/2024
Qingdao Office Lease Contract - 1	Lease Agreement	Wangjiao Plaza	10/01/2023
Qingdao Office Lease Contract-2	Lease Agreement	Wangjiao Plaza	10/01/2023
Qingdao Office_Cheng Yu New Materials - Powin (Qingdao) - Pwin LLC - Termination agreement - 05.07.2024	Lease Agreement	Qingdao Cheng Yu New Materials Co. Ltd.	05/07/2024
Qingdao Shunneng Machinery Co., Ltd. - Powin (Qingdao) New Energy Co., Ltd. - Lease Contract - 08.07.2024	Lease Agreement	Qingdao Shunneng Machinery Co., Ltd.	08/07/2024
Tualatin Office_Lu Pacific Properties - Powin Energy Corporation - Tualatin Lease Agreement 2021	Lease Agreement	LU PACIFIC PROPERITIES, LLC	12/14/2020
Powin RISE Realty 80 SW 8th St oct 15 2024 Signed Copy[1]	Exclusive Right Agreement	KAD Equity Inc. d/b/a Rise Realt	
20180830 -First Amendment to Sublease Agreement	Lease Agreement	PPA Grand Johanna LLC	08/31/2018
20190921 - Second Amendment to Millikan Sublease executed	Lease Agreement	PPA Grand Johanna LLC	09/21/2018
Milikan Lease	Lease Agreement	3U Millikan LLC	10/12/2016
Sublease (Fully Compiled)	Lease Agreement	PPA Grand Johanna LLC	01/01/2017
Third Amendment to the Sublease	Lease Agreement	PPA Grand Johanna LLC	01/15/2019

[1] Signed by Powin Only.

Schedule 3.10(c)

LEASEHOLD IMPROVEMENTS

Other than the testing lab, only ordinary furniture, fixtures, and equipment.

Schedule 3.11

PERSONAL PROPERTY LEASES

File	Contract Type*	Counterparty Name*	Contract/Document Effective Date*
BMO Harris Bank N.A.- Powin - Equipment Lease Agreement - 10.12.2023	Equipment Lease Agreement	BMO Harris Bank N.A.	10/12/2023
BMO Harris Bank N.A.- Powin - Large forklift Lease Agreement - 10.12.2023	Equipment Lease Agreement	BMO Harris Bank N.A.	12/28/2023
Toyotalift of Arizona, Inc. - Powin, LLC - Master Lease Agreement - 03.04.2024	Equipment Lease Agreement	Toyotalift of Arizona, Inc.	03/04/2024

Schedule 3.12

PERMITS

Tualatin stormwater permit for the Tualatin warehouse.

Schedule 3.14

ENVIRONMENTAL MATTERS

a)

1. That certain Tualatin Facility Stormwater Permit.
2. The Environment Agency Enforcement Notice.

b) The Environment Agency Enforcement Notice.

d) Sellers conduct routine analyses in response to issues at sites involving fire or other thermal events, which have not been provided, and confirm that there have been no claims to date.

Schedule 2(a)

Solar Carver Equipment

Item	Item Material Group	Item Description	Quantity
A10400-00003-300	Stack Component	CATL BPC- Stacks 225, 230, 230P	18
E40101-10804-001	Module	1P8S 280Ah Module (A) Stack 230	4
E40101-10804-002	Module	1P8S 280Ah Module (B) Stack 230	4
M60102-40308-020	Fasteners	CAPTIVE HARDWARE SET SOCKET HEAD HEX DRIVE CAP SCREW M8X20 WITH LARGE WASHER A2-70 STAINLESS STEEL	69
M60102-30308-020	Fasteners	CAPTIVE HARDWARE SET, SOCKET HEAD CAP SCREW & WASHER, M8X20, STAINLESS STEEL	29
A11501-01001-600	Stack Component	Vertical Copper Bus Bar Assembly, Stack 225,230	15
P10900-02000-102 V2.0	Busbars	BusBar 30X3 Stack 225,230	35
E21703-00001-008	Stack Component	AC Fuses Assembly- Stack 225,230	2
E21703-00000-127 V2.0	Stack Component	BP (A) balance cable (left) Stack 225, 230 230P	10
E21703-00000-129 V2.0	Stack Component	BP (A) balance cable (right) Stack 225, 230 230P	10
E21703-00000-128 V2.0	Stack Component	BP (A) balance cable (middle) Stack 225, 230 230P	10
M60102-30308-040	Stack Component	Hexagon screws w/washers Stack 225,230	20
E21703-00000-135 V2.0	Stack Component	BP (B) balance cable (left) Stack 225, 230 230P	8
E21703-00000-137 V2.0	Stack Component	BP (B) balance cable (right) Stack 225, 230 230P	8
E21703-00000-136 V2.0	Stack Component	BP (B) balance cable (middle) Stack 225, 230 230P	8
S22-230-140-1000-C280-110	Stack	Configured Stack 230E, CATL	64
E21703-00124-000 V1.1	Stack Component	BP (A) - Thermistor cable (middle), Stacks 225, 230, 230P	10
E21703-00125-000 V1.1	Stack Component	BP (A) - Thermistor cable (right), Stacks 225, 230, 230P	10
E21703-00140-000 V1.1	Stack Component	BP (B) - Thermistor cable (right), Stacks 225, 230, 230P	8
E21703-00000-113 V2.0	Stack Component	BPCP-BPC2.5 Connecting Cable- Stack 225,230,230P	18
E21703-00001-015 V2.0	Stack Component	Stack Fan- Stack 225,230E	7
E21703-00000-103	Stack Component	AC Cable from BP to BP, Stack 225,230	16
E21703-00000-106	Stack Component	CAN Cable From BP to BP Stack 225,230	26

Item	Item Material Group	Item Description	Quantity
M50116-01116-000	Electronics	CAN BUS TERMINAL RESISTOR 120 Ohm, 1/4 W, 1 AND 2 PIN	2
E21703-00000-105	Stack Component	AC Cable From BP B(4) to BP B(5) Stack 225,230	2
E21703-00000-104	Stack Component	AC Cable From String to BP A(1) Stack 225,230	2
E21703-00000-108	Stack Component	CAN Cable From BP B(4) to BP B(5) Stack 225,230	3
S22-230-140-1000-C280-110	Stack	Configured Stack 230E, CATL	51
E21703-00000-131	Stack Component	AS3 1-X3 a cable fan Stack 225,230	2
E21703-00000-132	Stack Component	AS3 2-X4 a cable fan Stack 225,230	2
E21703-00000-133	Stack Component	AS3 3-X1 a cable fan -Stack 225,230	2
E21703-00000-134	Stack Component	AS3 4-X2 a cable fan- Stack 225,230	2
E21703-00000-107	Stack Component	CAN Cable From String to BP A(1) Stack 225,230	2
S22-230-180-1000-C280-110_DO NOT USE, NOT A FG	Stack	Stack230E/CATL 280Ah	1
E40101-10804-001	Module	1P8S 280Ah Module (A) Stack 230	9
E40101-10804-002	Module	1P8S 280Ah Module (B) Stack 230	7

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Schedule 2(b)

Leeward Parties' Equipment

Identified Property

Warehouse: Tualatin, OR WHSE
Address: 20550 SW 115th Ave, Tualatin, OR 97062

Item	Category	Description	Quantity
M00101-00002-005	Electronics	IM-6700A-8TX	2
M00102-00002-001	Electronics	ARM BASED COMPUTER, UC-2111-LX	2

Warehouse: Mesa, AZ WHSE
Address: 7524 E Warner Rd Mesa, AZ, 85212

Item	Category	Description	Quantity
M30102-20420-010	Breakers	Molded Case Circuit Breakers_XT5N 400 TMA 400-4000 3p FF UL	2
P10900-07000-106	Busbars	STACK_BUSBAR_750	29
M70112-00000-259	Cables	Grounding and Bonding Braid	10
M30104-12007-029	Cables	Amphenol DC Connector socket, Red_SLPHIRCBPSR1	14
M30101-00006-002	Collection Segment Component	TRANSFORMER, 250KVA, 480V/208V, 3P, △/Y 11	2
M00104-02000-004	Collection Segment Component	CL250 Ultra Small Fanless Industrial Edge Gateway	4
M30102-65501-023	DC Cabinet Component	SHAFT TYPE S-15X12-400MM-14011540	16
M00102-00002-001	Electronics	ARM BASED COMPUTER, UC-2111-LX	2[1]
M30107-00005-002	Electronics	DC High Voltage EV Relay	54
M00101-00002-005	Electronics	IM-6700A-8TX	2[2]
E31703-00003-001	Electronics	FSS:AS1 -- ES:Hydrogen Sensor 1	71
M30106-00008-010	Electronics	C-2344 Multi range Mini Split-Core	23
M70112-00000-266	Electronics	iO HVAC Controls FS-38 Suction Line Freeze Thermostat	78
E21703-00004-358	Electronics	ADAM - Modbus I/O module 16ch - 8DO/8DI	8
E21703-00004-356	Electronics	RELAY SOCKET, 35mm DIN rail or panel mount	3

[1] Duplicative value to Item M00102-00002-001 in the Tualatin, OR WHSE Warehouse.
[2] Duplicative value to Item M00101-00002-005 in the Tualatin, OR WHSE Warehouse.

M30112-04008-012	Electronics	POWER SUPPLY, 240W Single Output Industrial DIN RAIL	15
E21703-00004-357	Electronics	ICE CUBE CONTROL RELAY	29
M30104-12007-023	Electronics	Connector - ES-FT-BPC-B 35-70 BK	33
M30104-12007-024	Electronics	Connector - ES-FT-BPC-B 35-70 OG	25
M30112-04008-005	Electronics	Power Supply, Mean Well EDR-120-12	15
E21703-00030-454	Energy Segment Component	FAN AXIAL 80X80X38MM 24V WIRE	11
P10900-07001-100	Energy Segment Component	Pleated Air Filter: 6x16x1 Nominal Filter Size, Std Capacity, Synthetic, Beverage Board	168
M00108-00004-015	FSS Integration	Terminal Resistance	11
E21703-00030-947	Harnesses	MIO BOX--HVAC1 AC HARNESS2	10
E21703-00030-949	Harnesses	MIO BOX--HVAC2 AC HARNESS2	8
M00106-02002-001	HVAC	HVAC Heat Pump Single Zone LCD-B59196	12
P10900-07000-350	Metal Comp.	HANDLE, 120MM	5
M30108-01106-019	Stack Component	FUSE, 160A, 1.5kVDC, SQB1	139
SC24-105-1500	String Controller	String Controller Assembly, 3 Hour Duration	16

Warehouse: RH (3PL) Inventory
Address: Address: Carretera Monterrey – Colombia No. Ext KM 18 Colonia Emiliano Zapata C.P. 65500, Monterrey, Mexico, 65500

Item	Category	Description	Quantity
E31703-00003-001	Electronics	FSS:AS1 -- ES:Hydrogen Sensor 1	71[3]

[3] Duplicative value to Item E31703-00003-001 in the Meza, AZ WHSE Warehouse.

Exhibit 3

(Joint Combined Disclosure Statement and Chapter 11 Plan)

SOLICITATION VERSION

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re: Powin, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-16137 (MBK) (Jointly Administered)

JOINT COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN OF LIQUIDATION OF POWIN, LLC AND AFFILIATES THEREOF AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

[1] The name of Debtor Powin, LLC has changed to BESS RemainCo. The Debtors intend to file a motion to amend the caption in these chapter 11 cases. 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 [15241]; (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.

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DISCLAIMERS

EACH HOLDER OF A CLAIM AGAINST THE DEBTORS ENTITLED TO VOTE TO ACCEPT OR REJECT THE COMBINED PLAN AND DISCLOSURE STATEMENT SHOULD READ THE COMBINED PLAN AND DISCLOSURE STATEMENT IN ITS ENTIRETY BEFORE VOTING. NO SOLICITATION OF VOTES TO ACCEPT OR REJECT THE COMBINED PLAN AND DISCLOSURE STATEMENT MAY BE MADE EXCEPT PURSUANT TO THE TERMS HEREOF AND SECTIONS 1121 AND 1125 OF THE BANKRUPTCY CODE. IF YOU ARE ENTITLED TO VOTE TO ACCEPT THE COMBINED PLAN AND DISCLOSURE STATEMENT, YOU ARE RECEIVING A BALLOT WITH YOUR NOTICE OF THE COMBINED PLAN AND DISCLOSURE STATEMENT. THE DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS URGE YOU TO VOTE TO ACCEPT THE COMBINED PLAN AND DISCLOSURE STATEMENT. THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS SUPPORTS THE COMBINED PLAN AND DISCLOSURE STATEMENT, AND IS A JOINT PROPONENT HEREOF, AND URGES UNSECURED CREDITORS TO VOTE TO ACCEPT THE COMBINED PLAN AND DISCLOSURE STATEMENT.

THE COMBINED PLAN AND DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 1121 AND 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 3016 AND 3017, AND NOT IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER APPLICABLE NON-BANKRUPTCY LAW. PERSONS OR ENTITIES TRADING IN OR OTHERWISE PURCHASING, SELLING, OR TRANSFERRING CLAIMS AGAINST OR INTERESTS IN THE DEBTORS SHOULD EVALUATE THE COMBINED PLAN AND DISCLOSURE STATEMENT IN LIGHT OF THE PURPOSE FOR WHICH IT WAS PREPARED. THE COMBINED PLAN AND DISCLOSURE STATEMENT SHALL NOT BE CONSTRUED TO BE ADVICE ON THE TAX, SECURITIES, OR OTHER LEGAL EFFECTS OF THE COMBINED PLAN AND DISCLOSURE STATEMENT AS TO HOLDERS OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS. YOU SHOULD CONSULT YOUR PERSONAL COUNSEL OR TAX ADVISOR ON ANY QUESTIONS OR CONCERNS RESPECTING TAX, SECURITIES, OR OTHER LEGAL CONSEQUENCES OF THE COMBINED PLAN AND DISCLOSURE STATEMENT.

THE COMBINED PLAN AND DISCLOSURE STATEMENT CONTAINS SUMMARIES OF CERTAIN STATUTORY PROVISIONS, DOCUMENTS RELATED TO THE COMBINED PLAN AND DISCLOSURE STATEMENT, ANTICIPATED EVENTS IN THE CHAPTER 11 CASES, AND FINANCIAL INFORMATION. ALTHOUGH THE DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS BELIEVE THAT THE STATEMENTS AND DESCRIPTIONS CONTAINED IN THE COMBINED PLAN AND DISCLOSURE STATEMENT ARE TRUE AND ACCURATE, THEY ARE QUALIFIED TO THE EXTENT THAT THEY DO NOT SET FORTH THE ENTIRE TEXT OF THE DOCUMENTS RELATED TO THE COMBINED PLAN AND DISCLOSURE STATEMENT AND APPLICABLE STATUTORY PROVISIONS. THE TERMS OF THE DOCUMENTS RELATED TO THE COMBINED PLAN AND DISCLOSURE STATEMENT AND APPLICABLE STATUTES GOVERN IN THE EVENT OF ANY DISCREPANCY WITH THE COMBINED PLAN

AND DISCLOSURE STATEMENT. CREDITORS AND OTHER INTERESTED PARTIES SHOULD READ THE COMBINED PLAN AND DISCLOSURE STATEMENT, THE DOCUMENTS RELATED TO THE COMBINED PLAN AND DISCLOSURE STATEMENT, AND THE APPLICABLE STATUTES THEMSELVES FOR THE FULL AND COMPLETE STATEMENTS OF SUCH TERMS AND PROVISIONS.

THE FACTUAL STATEMENTS AND REPRESENTATIONS CONTAINED IN THE COMBINED PLAN AND DISCLOSURE STATEMENT ARE MADE BY THE DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFIED, AND THE DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS DISCLAIM ANY OBLIGATION TO UPDATE ANY SUCH STATEMENTS AFTER THE SOLICITATION OF VOTES TO ACCEPT OR REJECT THE COMBINED PLAN AND DISCLOSURE STATEMENT. THE DELIVERY OF THE COMBINED PLAN AND DISCLOSURE STATEMENT SHALL NOT BE DEEMED OR CONSTRUED TO CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AT ANY TIME AFTER THE DATE HEREOF.

THE FINANCIAL INFORMATION CONTAINED HEREIN HAS NOT BEEN AUDITED BY A CERTIFIED PUBLIC ACCOUNTANT AND HAS NOT NECESSARILY BEEN PREPARED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES.

ALL FORWARD-LOOKING STATEMENTS CONTAINED HEREIN OR OTHERWISE MADE BY THE DEBTORS AND OFFICIAL COMMITTEE OF UNSECURED CREDITORS INVOLVE MATERIAL RISKS AND UNCERTAINTIES AND ARE SUBJECT TO CHANGE BASED ON NUMEROUS FACTORS, INCLUDING FACTORS THAT ARE BEYOND THE DEBTORS' AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS' CONTROL. ACCORDINGLY, THE DEBTORS' FUTURE PERFORMANCE AND FINANCIAL RESULTS MAY DIFFER MATERIALLY FROM THOSE EXPRESSED OR IMPLIED IN ANY SUCH FORWARD-LOOKING STATEMENTS. SUCH FACTORS INCLUDE, BUT ARE NOT LIMITED TO, THOSE DESCRIBED IN THE COMBINED PLAN AND DISCLOSURE STATEMENT. THE DEBTORS DO NOT INTEND TO UPDATE OR REVISE THEIR FORWARD-LOOKING STATEMENTS EVEN IF EXPERIENCE OR FUTURE CHANGES MAKE IT CLEAR THAT ANY PROJECTED RESULTS EXPRESSED OR IMPLIED THEREIN WILL NOT BE REALIZED.

ANY PROJECTED RECOVERIES TO CREDITORS SET FORTH IN THIS DISCLOSURE STATEMENT ARE BASED UPON THE ANALYSES PERFORMED BY THE DEBTORS, THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, AND THEIR RESPECTIVE ADVISORS. ALTHOUGH THE DEBTORS, THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, AND THEIR RESPECTIVE ADVISORS HAVE MADE EVERY EFFORT TO VERIFY THE ACCURACY OF THE INFORMATION PRESENTED HEREIN, THE DEBTORS, THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, AND THEIR ADVISORS CANNOT

MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF THIS INFORMATION.

IN CONNECTION WITH THE SOLICITATION OF ACCEPTANCES OF THE COMBINED PLAN AND DISCLOSURE STATEMENT PURSUANT TO SECTION 1126(b) OF THE BANKRUPTCY CODE, THE DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS ARE FURNISHING A SOLICITATION PACKAGE, CONSISTING OF THE COMBINED PLAN AND DISCLOSURE STATEMENT, THE EXHIBITS HERETO, CONFIRMATION NOTICE, AND A BALLOT OR RELEASE OPT-OUT ELECTION FORM, AS APPLICABLE, TO EACH RECORD HOLDER OF CLAIMS ELIGIBLE TO VOTE OR ITS COUNSEL. THE COMBINED PLAN AND DISCLOSURE STATEMENT IS TO BE USED BY EACH SUCH ELIGIBLE HOLDER SOLELY IN CONNECTION WITH ITS EVALUATION OF THE COMBINED PLAN AND DISCLOSURE STATEMENT; USE OF THE COMBINED PLAN AND DISCLOSURE STATEMENT FOR ANY OTHER PURPOSE IS NOT AUTHORIZED. NOTHING STATED IN THE COMBINED PLAN AND DISCLOSURE STATEMENT SHALL BE DEEMED OR CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY, OR BE ADMISSIBLE IN ANY PROCEEDING INVOLVING THE DEBTORS, THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OR ANY OTHER PARTY. THE COMBINED PLAN AND DISCLOSURE STATEMENT MAY NOT BE REPRODUCED OR PROVIDED TO ANYONE OTHER THAN ADVISORS TO THE RECIPIENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS.

SECTION 1
INTRODUCTION

Powin, LLC ("Powin") and the affiliated debtors and debtors in possession (collectively, the "Debtors"), in the above-referenced Chapter 11 Cases, and the Official Committee of Unsecured Creditors appointed therein (the "Committee"), hereby propose the following combined disclosure statement and plan of liquidation pursuant to sections 1121(a) and 1125(b) of the Bankruptcy Code (the disclosure statement portion hereof, the "Disclosure Statement" and the chapter 11 plan portion hereof, the "Plan," as may be modified and/or amended from time to time, and collectively, the "Combined Plan and Disclosure Statement"). Although proposed jointly for administrative purposes, this Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims against and Interests in each Debtor pursuant to the Bankruptcy Code. The Debtors and the Committee are the proponents of this Plan within the meaning of section 1129 of the Bankruptcy Code. Capitalized terms used in the Combined Plan and Disclosure Statement and not otherwise defined have the meanings ascribed to such terms in Section 2 hereof.

The Plan proposes to pay or otherwise satisfy Allowed Administrative Claims, Allowed Secured Claims, and Allowed Priority Claims in full on the Effective Date or as soon as reasonably practicable thereafter. The Plan also proposes to establish a reserve for the benefit of holders of certain WARN Act Claims. The Plan additionally establishes two trusts: (1) the Liquidating Trust for the purpose of winding down the Debtors' estates, administering Claims, prosecuting and resolving estate causes of action, and making distributions to holders of Allowed Claims, including Allowed General Unsecured Claims; and (2) the Direct Claims Trust for the purpose of receiving and monetizing the Direct Claims Trust Assets. The holders of Allowed General Unsecured Claims shall receive their *pro rata* interests in the Liquidating Trust. Each Contributing Direct Claim Holder shall receive, in exchange for the Direct Claims Trust Assets, its *pro rata* interest in the Direct Claims Trust on account of such Direct Claims. The Plan appoints the Liquidating Trustee to, among other things: (1) continue the wind-down of the Debtors after the Effective Date; (2) liquidate the Liquidating Trust Assets and the Direct Claims Trust Assets; (3) investigate, prosecute, settle, abandon or compromise any Causes of Action the Debtors hold or may hold against any Entity; and (4) make all Distributions in accordance with the Plan, the Liquidating Trust Agreement, and the Direct Claims Trust Agreement.

The Debtors will distribute the Combined Plan and Disclosure Statement to all holders of Claims and Interests in accordance with section 1125(b) of the Bankruptcy Code and Rules 2002, 3016, and 3017 of the Bankruptcy Rules, and the Bankruptcy Court's order conditionally approving the Bankruptcy Court's order conditionally approving the Combined Plan and Disclosure Statement [Docket No. 939] (the "Conditional Approval and Procedures Order"). The Combined Plan and Disclosure Statement and the exhibits hereto include a discussion of: (1) the nature and history of the Debtors' business and liabilities; (2) events during the Chapter 11 Cases; (3) the requirements for confirmation of the Plan and procedures for voting to accept or reject the Plan; (4) additional factors and disclosures to be considered, including risk factors and certain U.S. federal income tax consequences of the Plan; and (5) the terms of the Plan, including the treatment of holders of Claims and Interests under the Plan. The Disclosure Statement was prepared with the intent to provide "adequate information" (as defined in the Bankruptcy Code) to enable holders of Claims against and Interests in the Debtors to make informed judgments about the Plan.

Subject to the restrictions on modifications set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Combined Plan and Disclosure Statement, the Debtors expressly reserve the right to alter, amend, or modify the Combined Plan and Disclosure Statement, including the Plan Supplement, one or more times, before substantial consummation thereof.

Please read the Combined Plan and Disclosure Statement, the exhibits, other supporting materials, and any appropriate ballot carefully and follow the instructions set forth below and on the appropriate ballot to vote on the Plan. The Debtors and the Committee believe that the Plan provides the best method of maximizing the recoveries for the holders of Claims and Interests against the Debtors. Therefore, the Debtors and the Committee recommend that all creditors who are entitled to vote should vote in favor of the Plan. The Committee supports the Combined Plan and Disclosure Statement and urges unsecured creditors to vote to accept the Plan.

Unless otherwise specified, all section or exhibit references in the Combined Plan and Disclosure Statement are to the respective section in, or exhibit to, the Combined Plan and Disclosure Statement, as the same may be amended, waived, or modified from time to time. The words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to the Combined Plan and Disclosure Statement as a whole and not to any particular section, subsection, or clause contained herein. The headings in the Combined Plan and Disclosure Statement are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) any reference herein to a contract, lease, instrument, release, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; and (3) unless otherwise noted above, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply.

SECTION 2
DEFINED TERMS

As used in the Combined Plan and Disclosure Statement, capitalized terms not otherwise defined have the meanings set forth below. Any term that is not otherwise defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

"Administrative Claim" means a Claim for an expense of administration of the Chapter 11 Cases arising under sections 503(b), 507(b), 503(b)(9) or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Estates; (b) the value of any goods received by the Debtors within 20 days before the Petition Date to the extent that goods were sold to the Debtors in the ordinary course of the Debtors' business; (c) Professional Fee Claims; (d) all fees and charges assessed against the Estates under 28 U.S.C. §§ 1911-1930; (e) all obligations designated as Allowed Administrative Claims pursuant to an order of the Bankruptcy Court; (f) administrative claims that were timely filed prior

to the Administrative Expense Bar Date; and (g) any Tax Claims incurred by the Debtors after the Petition Date or relating to a tax year or period which occurs after the Petition Date.

"Administrative Expense Bar Date" means the applicable last date, at 5:00 p.m. Eastern time, set by the Bankruptcy Court for a Claimant to file a request for payment of any Administrative Claim (excluding Professional Fee Claims) arising on or after the Petition Date, through and including the Effective Date. The Administrative Expense Bar Date shall be (i) [●] for all Administrative Claims arising or deemed to be arisen on or prior to [●]; or sixty (60) days after the Effective Date for all Administrative Claims arising or deemed to be after [●], as applicable.

"Affiliate" means with respect to any specified Entity, any other Entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Entity. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by," and "under common control with") as used with respect to any Entity, shall mean the possession, directly or indirectly, of the right or power to direct or cause the direction of the management or policies of such Entity, whether through the ownership of voting securities, by agreement, or otherwise.

"Allowed" means, with respect to any Claim, except as otherwise provided herein: (a) a Claim that has been scheduled by the Debtors on the Schedules as other than disputed, contingent, or unliquidated and, as to which, the Debtors, the Liquidating Trustee or other party in interest has not filed an objection on or before the Claims Objection Deadline; (b) a Claim that is set forth in a timely filed Proof of Claim as to which no objection has been filed and which is not otherwise a Disputed Claim; (c) a Claim that has been allowed by a Final Order; (d) a Claim that is allowed: (i) in any stipulation of amount and nature of Claim executed by the Debtors prior to the Effective Date and approved by the Bankruptcy Court; (ii) in any stipulation of amount and nature of Claim executed by the Liquidating Trustee on or after the Effective Date; (iii) in any stipulation of amount and nature of any Administrative Claim, Priority Non-Tax Claim, or Priority Tax Claim executed by (y) the Debtors and approved by the Bankruptcy Court, or (z) the Liquidating Trustee; or (iv) in any contract, instrument, indenture or other agreement entered into or assumed by the Debtors in connection with and in accordance with the Plan; (e) a Claim relating to a rejected executory contract or unexpired lease that either (i) is not a Disputed Claim or (ii) has been allowed by a Final Order, in either case only if a Proof of Claim has been timely filed by the Claimant before the applicable rejection Bar Date for such claim or has otherwise been deemed timely filed under applicable law; or (f) a Claim that is allowed pursuant to the terms of the Plan. For the purpose of determining distributions pursuant to the Plan, allowance under subsections (a) and (b) only is applicable once any of the following occur (1) before the Claims Objection Deadline, the Debtors or the Liquidating Trustee, as applicable, determine not to object to the Claim, (2) the Claims Objection Deadline passes without an objection being filed, or (3) after the Debtors or Liquidating Trustee timely objects to the Claim, the Claim is allowed as provided in subparagraphs (c), (d) or (e) above.

"Allowed Claim" or "Allowed […] Claim" means a Claim that has been Allowed.

"Avoidance Actions" means any and all avoidance, recovery, subordination, or other claims, actions, or remedies which any of the Debtors, the Estates, or other appropriate party in

interest has asserted or may assert under sections 502, 510, 542, 544, 545, or 547 through 553 of the Bankruptcy Code or under similar or related state or federal statutes and common law.

"Ballots" mean the ballots upon which the holders of Impaired Claims shall indicate their acceptance or rejection of the Plan in accordance with the Plan and the Voting Instructions.

"Bankruptcy Code" means sections 101 *et seq*. of title 11 of the United States Code, and applicable portions of titles 18 and 28 of the United States Code.

"Bankruptcy Court" means the United States Bankruptcy Court for the District of New Jersey having jurisdiction over the Chapter 11 Cases.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure, as amended from time to time, as applicable to the Chapter 11 Cases, promulgated under 28 U.S.C. § 2075.

"Bar Date" means, as applicable, the General Claims Bar Date, the Administrative Expense Bar Date, or any other applicable deadline to file Claims referenced in the Plan.

"Bar Date Order" means the *Order Establishing Deadlines For Filing Proofs Of Claim and Approving the Form and Manner of Notice Thereof* [Docket No. 758].

"Beneficiaries" means holders of Allowed Claims entitled to receive Distributions from any Trust under the Plan, whether or not such Claims were Allowed on the Effective Date.

"Bidding Procedures Order" means the *Order (I) Designating a Stalking Horse Bidder and Approving Stalking Horse Bidder Protections, (II) Approving Bidding Procedures By Which Interested Parties May Bid and an Auction Sale Format in Connection With the Sale of Substantially All of the Debtors' Assets; (III) Approving Form of Asset Purchase Agreement, (IV) Approving From of Noice to be Provided to Interested Parties, (V) Authorizing the Assumption and Assignment of Assumed Contracts and Notice Procedures Thereto, (VI) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest and Best Bidder, and (VII) Authorizing the Sale of the Debtors' Property Fee and Clear of all Causes of Action and Claims* [Docket No. 413] implementing procedures to solicit and, if applicable, select bids from interested parties to purchase some or all of the Debtors' assets under section 363 of the Bankruptcy Code.

"Business Day" means any day, other than a Saturday, Sunday or legal holiday as defined in Bankruptcy Rule 9006(a).

"Cash" means cash and cash equivalents, including, but not limited to, bank deposits, wire transfers, checks, and readily marketable securities, instruments, and legal tender of the United States of America or instrumentalities thereof.

"Causes of Action" means all claims, actions, causes of action, choses in action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, remedies, rights of setoff, third-party claims, subrogation claims, contribution claims, reimbursement claims, indemnity claims, counterclaims, and crossclaims, including, without limitation, all claims and any avoidance, preference, recovery, subordination or other actions of the Debtors and Estates

(unless the context expressly states that such Causes of Action belong to another Entity) against Creditors, insiders, and/or any other Entities under the Bankruptcy Code, based in law or equity, including, without limitation, under the Bankruptcy Code, whether direct, indirect, derivative, or otherwise and whether asserted or unasserted as of the Effective Date.

"Chapter 11 Cases" means the Chapter 11 cases commenced when the Debtors filed their voluntary petitions for relief under Chapter 11 of the Bankruptcy Code on the Petition Date (each a "Chapter 11 Case") and jointly administered under the lead case number: 25-16137 (MBK).

"Claim" means a claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors, including, but not limited to: (a) any right to payment from the Debtors whether or not such right is reduced to judgment, liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) any right to an equitable remedy for breach of performance if such performance gives rise to a right of payment from the Debtors, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

"Claimant" means the holder of a Claim.

"Claims Agent" means Kurtzman Carson Consultants LLC, dba Verita Global, which was appointed as the Debtors' claims, noticing, and balloting agent.

"Claims Objection Deadline" means, with respect to all Claims other than Professional Fee Claims, (a) 180 days after the Effective Date, or (b) such other period as may be fixed by an order of the Bankruptcy Court for objecting to Claims upon request of the Liquidating Trustee.

"Class" means a category of holders of Claims or Interests, as set forth in Sections 8 and 9 hereof.

"Committee" means the Official Committee of Unsecured Creditors appointed by the U.S. Trustee in the Chapter 11 Cases on June 27, 2025.

"Confirmation" means the entry of the Confirmation Order, subject to all terms and conditions therein.

"Confirmation Date" means the date upon which the Confirmation Order is entered by the Bankruptcy Court on its docket, within the meaning of Bankruptcy Rules 5003 and 9021.

"Confirmation Hearing" means the hearing at which the Bankruptcy Court will consider final approval of the disclosures contained in the Disclosure Statement and confirmation of the Plan.

"Confirmation Order" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

"Consummation" or "Consummate" means the occurrence of the Effective Date.

"Contingent Claim" means any Claim for which a Proof of Claim has been filed with the Bankruptcy Court but was not filed in a sum certain and which Claim has not been estimated, fixed, or liquidated by the Bankruptcy Court at a sum certain as of the Effective Date, or a Claim that has accrued but nonetheless remains dependent on the occurrence of a future event that may never occur.

"Creditor" means any holder of a Claim against any Debtor as specified in section 101(10) of the Bankruptcy Code.

"Customer Program Motion" has the meaning set forth in Section 5.10 hereof.

"Debt" means liability on a Claim.

"Debtors" means, collectively, as debtors and debtors-in-possession in the Chapter 11 Cases: (i) Powin Project LLC; (ii) Powin, LLC; (iii) PEOS Holdings, LLC; (iv) Powin China Holdings 1, LLC; (v) Powin China Holdings 2, LLC; (vi) Charger Holdings, LLC; (vii) Powin Energy Ontario Storage, LLC; (viii) Powin Energy Operating Holdings, LLC; (ix) Powin Energy Operating, LLC; (x) Powin Energy Storage 2, Inc.; (xi) Powin Energy Ontario Storage II LP; (xii) Powin Canada B.C. Ltd; and (xiii) Powin EKS SellCo LLC.[2]

"Debtor/Estate Release" has the meaning set forth in Section 15 hereof.

"Debtor/Estate Releasors" has the meaning set forth in Section 15 hereof.

"Debtor Professional Fee Reserve" means the reserve fund currently held by the Stretto Inc. and established by the Debtors in connection with the DIP Order and the Cash Collateral Order to pay any accrued and unpaid (a) Professional Fee Claims incurred by a Professional and which have not yet been approved by the Bankruptcy Court; and (b) Professional Fee Claims approved by the Bankruptcy Court. The amounts deposited into the Debtor Professional Fee Reserve shall be free and clear of all liens, claims and encumbrances of any Persons or Entities except to the extent that any excess amounts remain in the Debtor Professional Fee Reserve after payment of all Allowed Professional Fee Claims, such excess amounts shall be distributed in accordance with the Plan.

"DIP Agreement" means that certain Debtor-In-Possession Credit and Guaranty Agreement dated July 28, 2025, among Powin LLC, a Delaware limited liability company, certain other affiliated Borrowers and Guarantors (each, as defined therein), from time to time party thereto, the Lenders from time to time party thereto (the "DIP Lenders"), FlexGen Power Systems, LLC, as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent") and FlexGen Power Systems, LLC as Collateral Agent for the Secured Parties (in such capacity, the "Collateral Agent") as the same may be amended, restated, supplemented or otherwise modified from time to time.

[2] The Debtors anticipate filing a voluntary petition for Powin EKS SellCo LLC prior to solicitation of the Combined Joint Plan and Disclosure Statement and intend to include that entity as a Debtor under, and within the scope of, this Combined Joint Plan and Disclosure Statement.

"DIP Documents" means the Final DIP Order, the DIP Agreement, and other agreements and other documents entered into, or delivered, on connection with the DIP Facility.

DIP Facility" means the financing facility pursuant to the Final DIP Order and the DIP Agreement.

"Direct Claims" has the meaning set forth in Section 13 hereof.

"Direct Claims Trust" means the post-confirmation trust established pursuant to the terms of the Direct Claims Trust Agreement for the purpose of receiving and monetizing the Direct Claims Trust Assets.

"Direct Claims Trust Assets" has the meaning set forth in Section 13 hereof.

"Direct Claims Trust Agreement" means the agreement, substantially in the form included in the Plan Supplement, governing the Direct Claims Trust, as it may be subsequently modified from time to time.

"Direct Claims Trustee" means the Liquidating Trustee in its capacity as trustee of the Direct Claims Trust pursuant to the terms of the Direct Claims Trust Agreement.

"Direct Claims Trust Interests" means the non-transferable beneficial interests in the Direct Claims Trust.

"Disputed" means, with respect to any Claim or Interest, any Claim or Interest: (a) listed on the Schedules as unliquidated, disputed, or contingent and as to which no Proof of Claim has been filed; or (b) as to which the Debtors, the Liquidating Trustee, or any other party in interest has interposed a timely objection or request for estimation in accordance with the Bankruptcy Code and the Bankruptcy Rules or is otherwise disputed by the Debtors or the Liquidating Trustee, as applicable, in accordance with applicable law, which objection, request for estimation or dispute has not been withdrawn or determined by a Final Order.

"Disputed Claim" means: (i) any Claim or portion of a Claim as to which an objection to the allowance thereof has been interposed as of any deadline fixed under the Plan or by order of the Bankruptcy Court, which objection has not been withdrawn or determined by Final Order; (ii) any Claim scheduled by the Debtors in the Schedules as disputed, contingent, or unliquidated and as to which no Proof of Claim has been timely filed; or (iii) a Claim that is not listed in the Schedules and as to which no Proof of Claim has been timely filed. To the extent an objection relates to the allowance of only a part of a Claim, such Claim shall be a Disputed Claim only to the extent of the objection.

"Distribution Agent" means the Liquidating Trustee, or its designees or agents.

"Distribution Dates" means collectively the Initial Distribution Date, any Subsequent Distribution(s) Date, and the date of the Final Distribution.

"Distribution Record Date" means the close of business on the Business Day immediately preceding the Effective Date.

"Distributions" means the distributions of Cash to be made in accordance with the Plan and the Liquidating Trust Agreement, as applicable.

"Effective Date" means the date selected by the Debtors, which is a Business Day after the Confirmation Date on which no stay of the Confirmation Order is in effect. Within five (5) business days after the Effective Date, notice of the Effective Date shall be filed with the Bankruptcy Court by the Debtors or the Liquidating Trustee, as applicable.

"Effective Date Cash Transfers" has the meaning set forth in Section 13 hereof.

"EKS Sale" has the meaning set forth in Section 5.9 hereof.

"Entity" means an entity as defined in section 101(15) of the Bankruptcy Code.

"Estates" means the estates of the Debtors in the Chapter 11 Cases created pursuant to section 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Cases.

"Exculpated Parties" means collectively (a) the Debtors, (b) John Brecker in any capacity, including, without limitation, his capacity as Independent Manager of Powin LLC, (c) Gerard Uzzi in any capacity, including, without limitation, in his capacity as Chief Restructuring Officer of Powin, LLC and as former Independent Manager of Powin, LLC, (d) Brian Kane, Chad Paulson, any others agreed to between the Committee and the Debtors, in any capacity, subject to approval by the Committee based on the results of its investigation and (if required by the Committee) execution of an agreement satisfactory to the Committee to cooperate with the Liquidating Trust and the Direct Claims Trust in their investigation and prosecution of claims, (e) members of the Committee (solely in their capacities as Committee members), (f) Bankruptcy Court-approved Estate and Committee professionals, and (g) any other party, subject to approval by the Committee, which may be withheld for any reason or conditioned on execution of any appropriate agreement to cooperate with the Liquidating Trust and the Direct Claims Trust in their investigation and prosecution of claims, for whom the Debtors determine exculpation is appropriate.

"Final DIP Order" means *the Final Order (I) Authorizing the Debtors to Obtain Postpetition Operational Cash Flow Financing; (II) Granting Liens and Providing Superpriority Administrative Expense Claims; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* [Docket No. 520].

"Final Decree" means the decree contemplated under Bankruptcy Rule 3022.

"Final Distribution" means the last payment to holders of Allowed Claims in accordance with the provisions of the Plan.

"Final Order" means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction: (i) that has not been reversed, stayed, modified, or amended; (ii) as to which the time to or the right to appeal or seek reconsideration, review, rehearing, or certiorari has expired or been waived (without regard to whether the time to seek relief from a judgment under Bankruptcy Rule 9024 has expired); and (iii) as to which no appeal or petition for reconsideration, review, rehearing, or certiorari is pending.

"First Day Declaration" means the *Declaration of Gerard Uzzi In Support of Emergency First Day Motions of the Debtors* [Docket No. 13].

"FlexGen Sale" has the meaning set forth in Section 5.9 hereof.

"General Claims Bar Date" means September 29, 2025, at 5:00 p.m., prevailing Eastern Time, which is the general deadline set pursuant to the Bar Date Order for filing proofs of claim for any Claims against the Debtors that arose prior to the Petition Date.

"General Unsecured Claim" means any unsecured Claim against the Debtors or the Estates, that is not a Secured Claim, an Administrative Claim, a Priority Tax Claim, or a Priority Non-Tax Claim.

"Governmental Unit" means the United States; State; Commonwealth, District, Territory, municipality, foreign state, department, agency, or instrumentality of the United States (but not a United States trustee while serving as a trustee in a case under Chapter 11), a State, a Commonwealth, a District, a Territory, a municipality, or a foreign state; or other foreign or domestic government.

"Impaired" means with respect to a Claim or Class of Claims, a Claim or Class of Claims that is impaired within the meaning of section 1124 of the Bankruptcy Code.

"Indemnified Parties" has the meaning set forth in Section 15 hereof.

"Initial Distribution Date" means the Effective Date, or as soon as practicable thereafter when the initial distribution of Cash shall be made to the holders of Allowed Claims, as determined by the Debtors or the Liquidating Trustee, as applicable, and taking into account any applicable required reserves.

"Initial Trust Cash" has the meaning set forth in Section 13 hereof.

"Initial WARN Act Claim Reserve Amount" means [$●] funded by the Debtors to establish the WARN Act Claim Reserve.

"Insider" means an insider of the Debtors, as defined in section 101(31) of the Bankruptcy Code.

"Insurance Policies" means all insurance policies maintained by the Debtors as of the Petition Date, including but not limited to director and officer insurance policies.

"Intercompany Claim" means any Claim held by a Debtor against another Debtor, including any Claim arising under, or related to, any cash management arrangement, shared services arrangement, tax sharing agreement, intercompany loan, advance, receivable, payable, guaranty, allocation, contribution, reimbursement right, or other intercompany transaction, whether arising prior to or after the Petition Date.

"Interest" means any equity interest in the Debtors, including, but not limited to, all issued, unissued, authorized, or outstanding shares or stock, whether vested or non-vested, together with any warrants, options, or contract rights to purchase or acquire such interests at any time.

"Interim DIP Order" means *the Interim Order (I) Authorizing the Debtors to Obtain Postpetition Operational Cash Flow Financing; (II) Granting Liens and Providing Superiority Administrative Expense Claims; (III) Modifying the Automatic Stay; (IV) Scheduling a Final DIP Hearing; and (V) Granting Related Relief* [Docket No. 169].

"Interim Fee Order" means the *Administrative Fee Order Establishing Procedures for Allowance and Payment of Interim Compensation and Reimbursement of Expenses of Professionals Retained by Order of this Court* [Docket No. 519], entered by the Bankruptcy Court in the Chapter 11 Cases.

"KEIP/KERP Order" has the meaning set forth in Section 5.8 hereof.

"Lien" means any charge against or interest in property (including, but not limited to, any mortgage, lien, pledge, charge, security interest, encumbrance, or other security device of any kind) to secure payment of a debt or performance of an obligation.

"Liquidating Trust" means the trust established on the Effective Date in accordance with the Liquidating Trust Agreement for the purpose of liquidating and distributing the assets of the Estates, in accordance with 26 C.F.R. § 301.7701-4(d).

"Liquidating Trust Assets" means any and all assets of the Estates of every kind and character, wherever located, whether real or personal, tangible or intangible, transferred to the Liquidating Trust for the benefit of the Liquidating Trust Beneficiaries pursuant to the Plan and the Liquidating Trust Agreement, including, without limitation, to the extent not otherwise excluded by this definition: (i) all remaining cash; (ii) all Causes of Action, and the proceeds from the prosecution therefrom or the settlement thereof; (iii) all rights, claims and/or assets under any and all contracts, agreements, and licenses (whether or not executory contracts, and whether or not rejected or assumed) of the Debtors, including all rights and/or assets retained by any of the Debtors under any asset purchase agreement with third-party purchasers approved by the Bankruptcy Court prior to the Effective Date; (iv) any proceeds of the foregoing; and (v) all files, books and records relating to the Debtors' businesses or the administration of the Plan. Notwithstanding the foregoing, any assets received for distribution to holders of allowed WARN Act Claims, including but not limited to the Initial WARN Act Claim Reserve Amount, shall not be considered Liquidating Trust Assets.

"Liquidating Trust Assets Account" means an interest-bearing bank account or money-market account to be established and held in trust by the Liquidating Trustee on or after the Effective Date for the purpose of holding the Liquidating Trust Assets to be distributed pursuant to the Plan.

"Liquidating Trust Agreement" means the agreement, substantially in the form included in the Plan Supplement, governing the Liquidating Trust, as it may be subsequently modified from time to time.

"Liquidating Trust Beneficiaries" means holders of Allowed General Unsecured Claims that receive beneficial interests in the Liquidating Trust under the Plan.

"Liquidating Trust Interests" means the non-transferable beneficial interests in the Liquidating Trust.

"Liquidating Trust Professional Fee Reserve" means a reserve fund to be established by the Liquidating Trustee to pay any accrued and unpaid (a) Professional Fee Claims incurred by a Professional and which have not yet been approved by the Bankruptcy Court; and (b) Professional Fee Claims approved by the Bankruptcy Court, in each case, in excess of the Debtor Professional Fee Reserve. The amounts deposited into the Liquidating Trust Professional Fee Reserve shall be free and clear of all liens, claims and encumbrances of any Persons or Entities except to the extent that any excess amounts remain in the Liquidating Trust Professional Fee Reserve after payment of all Allowed Professional Fee Claims, such excess amounts shall be distributed in accordance with the Plan.

"Liquidating Trustee" means the Person selected by the Committee, with the consent of the Debtors which may not be unreasonably withheld, to act as trustee of each of the Liquidating Trust and the Direct Claims Trust, in accordance with the terms of the Plan, the Confirmation Order, and the Liquidating Trust Agreement or the Direct Claims Trust Agreement, as applicable, or such successor appointed as the trustee in accordance with the Liquidating Trust Agreement or the Direct Claims Trust Agreement, as applicable.

"Liquidation Proceeds" means any Cash or other consideration paid to or realized by the Debtors or the Liquidating Trustee, as applicable, upon the collection, sale, transfer, assignment, or other disposition of the Liquidating Trust Assets.

"Litigation" means the interest of the Estates, the Debtors, or the Liquidating Trust, as applicable, in any and all claims, rights, and Causes of Action that have been or may be commenced by the Debtors or the Liquidating Trustee, as applicable, except to the extent concerning any Released Parties. Litigation includes, without limitation not otherwise stated herein, any action: (i) for recovery of an Avoidance Action; (ii) for the recovery of property or payment of money that belongs to or can be asserted by the Debtors or the Liquidating Trust, as applicable; (iii) for compensation for damages incurred by the Debtors; and (iv) equitable subordination actions against Creditors.

"Litigation Recovery" means any Cash or other property received by the Debtors or the Liquidating Trust, as applicable, from all or any portion of the Litigation, including, but not limited to, awards of damages, attorneys' fees and expenses, interest, and punitive damages, whether recovered by way of settlement, execution on judgment, or otherwise. If any Litigation is pursued on a contingent-fee basis, the Litigation Recovery will be net of any contingent fee paid to legal counsel.

"Mainfreight Sale" has the meaning set forth in Section 5.11 hereof.

"Oversight Committee" has the meaning set forth in Section 13 hereof.

"Person" means any individual, corporation, limited liability company, general partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, Governmental Unit, or other Entity.

"Petition Date" means the date each Debtor filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code and with respect to Powin Project LLC, shall mean June 9, 2025, with respect to Powin EKS SellCo LLC, shall mean [●], 2025, with respect to Powin Canada B.C. Ltd., Powin Energy Ontario Storage II LP, and Powin Energy Storage 2, Inc., shall mean June 22, 2025, and with respect to the remaining Debtors shall mean June 10, 2025.

"Plan Documents" means the Plan, the Disclosure Statement, the Plan Supplement, the Direct Claims Trust Agreement, the Liquidating Trust Agreement, any plan support letters, or other documents or pleadings filed by the Debtors relating to the Plan.

"Plan Objection Deadline" means the deadline established by the Bankruptcy Court for filing and serving objections to Confirmation of the Plan.

"Plan Supplement" means the pleading or pleadings identified in the Plan or Disclosure Statement for filing with the Bankruptcy Court not later than seven (7) calendar days prior to the Plan Objection Deadline, which shall include certain exhibits and schedules to the Plan, as well as documents, agreements, and instruments evidencing and effectuating the Plan.

"Prepetition Loan Agreement" means that Loan Agreement, dated as of October 1, 2024, among Powin, LLC, Powin Energy Intermediate, LLC, the Subsidiary Guarantors party thereto, the Lenders party thereto (the "Prepetition Lenders" and each a "Prepetition Lender"), and GLAS USA LLC, as administrative agent and collateral agent (in such capacities, the "Prepetition Administrative Agent" and the "Prepetition Collateral Agent").

"Prepetition Loan Documents" means all promissory notes, guarantees, security agreements, filings, deposit account control agreements, intellectual property security agreements and other instruments and documents delivered in connection with the Prepetition Loan Agreement.

"Prepetition Loan Facility" means the financing facility pursuant to the Prepetition Loan Agreement.

"Priority Claim" means a Priority Non-Tax Claim or a Priority Tax Claim.

"Priority Non-Tax Claim" means any Claim, other than an Administrative Claim, a Priority Tax Claim, or a WARN Act Claim, as set forth herein, to the extent entitled to priority under section 507(a) of the Bankruptcy Code.

"Priority Tax Claim" means a Claim of a Governmental Unit of the kind specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

"Pro Rata" means proportionately so that, with respect to a Claim, the ratio of: (a) (i) the amount of property distributed on account of a particular Claim to (ii) the Allowed amount of the Claim, is the same as the ratio of (b) (i) the amount of property distributed on account of all

Allowed Claims in the Class or Classes entitled to share in the applicable distribution to (ii) the amount of all Allowed Claims in such Class or Classes.

"Professional" means an Entity: (a) employed pursuant to a Final Order in accordance with sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to sections 327, 328, 329, 330, and 331 of the Bankruptcy Code, or (b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

"Professional Fee Claim" means those fees and expenses claimed by Professionals pursuant to sections 330, 331, or 503 of the Bankruptcy Code, and accrued and unpaid as of the Effective Date.

"Proof of Claim" means a proof of claim filed pursuant to section 501 of the Bankruptcy Code or any order of the Bankruptcy Court, together with supporting documents.

"Rejection Bar Date" means the last date for any Entity whose claims arise out of the Bankruptcy Court approved rejection of an executory contract or unexpired lease to file a proof of claim for damages related to such rejection. The Rejection Bar Date for such Claims will be, (i) with respect to executory contracts and unexpired leases rejected pursuant to a Bankruptcy Court order other than the Confirmation Order, the date provided by an order approving the rejection, and, (ii) with respect to executory contracts and unexpired leases rejected pursuant to the Confirmation Order, the date that is thirty (30) days after the Effective Date.

"Rejection Motion" has the meaning set forth in Section 5.9 hereof.

"Related Persons" means, subject to any exclusions expressly set forth in the Plan, with respect to a specific Person, said Person's successors and assigns, and as applicable, its current and former shareholders, Affiliates, subsidiaries, employees, agents, investment managers, subagents, officers, directors, managers, trustees, partners, members, professionals, representatives, advisors, attorneys, financial advisors, accountants, and consultants.

"Release Opt-Out Election Form" means a form for holders of Claims to opt out of being a Releasing Party in connection with the Third Party Release.

"Released Parties" means collectively (a) the Debtors, (b) the Debtors' respective current officers and managers, including John Brecker, in any capacity, including, without limitation, his capacity as Independent Manager of Powin LLC, (c) Gerard Uzzi, in any capacity, including, without limitation, his capacity as Chief Restructuring Officer of Powin, LLC and former Independent Manager of Powin, LLC, (d) Brian Kane, Chad Paulson, any others agreed to between the Committee and the Debtors, in any capacity, subject to approval by the Committee based on the results of its investigation and (if required by the Committee) execution of an agreement satisfactory to the Committee to cooperate with the Liquidating Trust and the Direct Claims Trust in their investigation and prosecution of claims, (e) members of the Committee (solely in their capacities as Committee members), (f) Bankruptcy Court-approved Estate and Committee professionals, and (g) any other party, subject to approval by the Committee, which may be withheld for any reason or conditioned on execution of any appropriate agreement to cooperate

with the Liquidating Trust and the Direct Claims Trust in their investigation and prosecution of claims, for whom the Debtors determine a release is appropriate.

"Releasing Parties" means, individually and collectively: (i) each holder of a Claim or Interest that does not opt out of the Third Party Release; (ii) the Committee and each of its members in such capacity; and (iii) with respect to each of the foregoing Entities in clauses (i) and (ii), such Entities' or Persons' successors, assigns, transferees, and such Entities' or Persons' officers and directors, agents, members, financial and other advisors, attorneys, employees, partners, affiliates, and representatives (in each case in their capacity as such), and any and all other entities who may purport to assert any cause of action, by, through, for, or because of such Entities or Persons.

"Sale Transactions" means collectively, the FlexGen Sale, the Mainfreight Sale and the EKS Sale pursuant to section 363 of the Bankruptcy Code, the procedures established under the terms of the Bidding Procedures Order, and an order of the Bankruptcy Court approving such sales.

"Schedules" means the schedules of assets and liabilities as the Bankruptcy Court required the Debtors to file pursuant to section 521 of the Bankruptcy Code, the Official Bankruptcy Forms, and the Bankruptcy Rules, as they may be amended and supplemented from time to time, and the Debtors' statements of financial affairs filed with the Bankruptcy Court, as the Bankruptcy Court required the Debtors to file pursuant to section 521 of the Bankruptcy Code, the Official Bankruptcy Forms, and the Bankruptcy Rules, as they may be amended and supplemented from time to time [Docket Nos. 414-437].

"Secured Claim" means any Claim that is secured in whole or part, as of the Petition Date, by a Lien which is valid, perfected, and enforceable under applicable law and is not subject to avoidance under the Bankruptcy Code or applicable non-bankruptcy law, or subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of such Lien or right of setoff as determined under sections 506(a) or 1129(b) of the Bankruptcy Code, as applicable.

"Securities Act" means the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, together with the rules and regulations promulgated thereunder, as amended from time to time.

"Settled Priority Claim" means a claim for priority asserted under section 503(b)(9) or 546(c) of the Bankruptcy Code which is settled consistent with this Combined Plan and Disclosure Statement by the Debtors and the party asserting such claim.

"Subsequent Distribution Date" means any date after the Initial Distribution Date upon which the Liquidating Trust makes a distribution to any holders of Allowed Administrative, Secured, Priority, or General Unsecured Claims.

"Tax" means any tax, charge, fee, levy, impost, or other assessment by any federal, state, local, or foreign taxing authority, including, without limitation, income, excise, property, sales, transfer, employment, payroll, franchise, profits, license, use, *ad valorem*, estimated, severance, stamp, occupation, and withholding tax.

"Tax" shall include any interest or additions attributable to, imposed on, or with respect to such assessments.

"Tax Claim" means all or that portion of an Allowed Claim held by a Governmental Unit for a Tax assessed or assessable against the Debtors.

"Third Party Release" has the meaning set forth in Section 15.2(c) hereof.

"Trust" shall mean either the Liquidating Trust or the Direct Claims Trust, as applicable.

"Trust Budget" means a budget for the payment by the Liquidating Trust of post-Effective Date costs and expenses of the Liquidating Trust and Direct Claims Trust. The initial Trust Budget shall be filed with the Plan Supplement. The Liquidating Trustee may amend the Trust Budget only with the consent of the Oversight Committee.

"Trust Funding Amount" means a one-time transfer of cash to the Liquidating Trust for the administration of the Liquidating Trust, in the amount set forth in the initial Trust Budget to be attached to the Plan Supplement.

"Unimpaired Claim" means an unimpaired Claim within the meaning of section 1124 of the Bankruptcy Code.

"U.S. Trustee" means the Office of the United States Trustee for the District of Delaware.

"Voting Classes" means Classes 3, 4, and 5.

"Voting Deadline" means November 18, 2025 at 4:00 p.m. (prevailing Eastern Time).

"Voting Instructions" means the instructions for voting on the Plan contained on the Ballots.

"Voting Record Date" means the date as of which the identity of holders of Claims is set by the Bankruptcy Court for purposes of determining the Entities entitled to receive and vote on the Plan.

"WARN Act Claims" means the Claims alleged in the WARN Action.

"WARN Act Claims Administrator" means the Liquidating Trustee.

"WARN Act Claim Reserve" means the reserve related to the WARN Action as set forth in Section 13.7 hereof.

"WARN Act Claim Reserve Account" means the escrow or other segregated account maintained and administered by the Liquidating Trustee for the benefit of the Allowed WARN Act Claims if the settlement with respect to WARN Act Claims is approved or the Class 5A General Unsecured Claims held by holders of WARN Act Claims if so determined by an order of the Bankruptcy Court if such settlement is not approved.

"WARN Action" means that certain adversary proceeding pending before the Bankruptcy Court, captioned at *Brian Palomino, on behalf of himself and all others similarly situated v. Powin,*

LLC, Powin Energy Operating Holdings, LLC and Powin Energy Operating, LLC, Adv. No. 25-01249 (MBK) (Bankr. D. N.J.).

SECTION 3
SUMMARY OF CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS UNDER PLAN AND IMPORTANT SOLICITATION AND CONFIRMATION DATES AND DEADLINES

3.1 Summary of Classification and Treatment of Claims and Interests. All Claims against or Interests in the Debtors are classified for purposes of voting and distributions under the Plan. Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor, and each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code. The classifications of Claims and Interests shall be deemed to apply separately with respect to each Plan proposed by each Debtor, as applicable. Further, the Plan groups the Debtors together solely for purposes of describing treatment under the Plan, confirmation of the Plan, voting on the Plan, and making distributions in accordance with the Plan. Accordingly, for such limited purposes only, the Debtors will be deemed, and not actually, consolidated. Notwithstanding the foregoing, such groupings shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, or cause the transfer of any assets or liabilities among them. No substantive consolidation of the Debtors or their Estates shall be deemed to have occurred for any purpose other than the limited consolidation solely for voting and distributions under the Plan described herein. Except as otherwise provided by or permitted under the Plan, all Debtors shall continue to exist as separate legal entities.

A summary of the classification of these Claims and Interests, the proposed treatment of each Class of Claims or Interests, and the voting status of each Class of Claims or Interests follows.

Class	Treatment	Status
Unclassified: Administrative Claims, estimated to total approx. $[●] **Estimated Recovery: 100%**	Except to the extent that a holder of an Allowed Administrative Claim agrees to less favorable treatment, each holder of an Allowed Administrative Claim, other than a Professional Fee Claim, shall receive, without interest, Cash equal to the Allowed amount of such Claim: (a) on or as soon as practicable after the later of (i) the Effective Date, or (ii) the date upon which the Bankruptcy Court enters a Final Order determining or approving such Claim; (b) in accordance with the terms and conditions of agreements between the holder of such Claim and the Debtors or the Liquidating Trustee, as the case may be; (c) with respect to any Administrative Claims representing obligations incurred in the ordinary course of the Debtors' business, upon such regular and customary payment or performance terms as may exist in the ordinary course of the Debtors' business or as otherwise provided in the Plan; or (d) with respect to statutory fees due pursuant to 28 U.S.C. § 1930(a)(6), as and when due under applicable law.	Unclassified – not entitled to vote
Unclassified: Priority Tax Claims, estimated to total approx. [$●] **Estimated Recovery: 100%**	Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in exchange for full and final satisfaction of each Allowed Priority Tax Claim, each holder of an Allowed Priority Tax Claim shall be paid the full unpaid amount of such Allowed Priority Tax Claim as follows: (a) Cash equal to the unpaid portion of the Allowed Priority Tax Claim on the later of the Effective Date or thirty (30) days following the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, or (b) such other treatment as to which the holder of an Allowed Priority Tax Claim and the Debtors shall have agreed upon in writing.	Unclassified – not entitled to vote
Class 1: Priority Non-Tax Claims, estimated to total approx. [$●] **Estimated Recovery:** [●]	Except to the extent a holder of an Allowed Priority Non-Tax Claim agrees to less favorable treatment, on the later of (i) the Effective Date or (ii) the date such Priority Non-Tax Claim becomes Allowed, or as soon as reasonably practicable thereafter, each holder of an Allowed Priority Non-Tax Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Claim, payment in full in Cash in an amount equal to the	Unimpaired – deemed to accept the Plan

Class	Treatment	Status
	Allowed amount of such Claim.	
Class 2: Other Secured Claims, estimated to total approx. [$●] **Estimated Recovery:** [●]	Except to the extent a holder of an Allowed Other Secured Claim agrees to less favorable treatment, on the later of (i) the Effective Date or (ii) the date such Other Secured Claim becomes Allowed, or as soon as reasonably practicable thereafter, each holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Claim, at the discretion of the Distribution Agent (x) payment in full in Cash in an amount equal to the Allowed amount of such Claim; (y) such other treatment sufficient to render such Other Secured Claim Unimpaired; or (z) return of the applicable collateral or authorization of a setoff in satisfaction of the Allowed amount of such Other Secured Claim.	Unimpaired – deemed to accept the Plan
Class 3: WARN Act Claims, estimated to total approx. [$●] **Estimated Recovery:** [●]	This Combined Plan and Disclosure Statement proposes a settlement with respect to WARN Act Claims. Specifically, if the representatives of the holders of WARN Act Claims agree on a binding basis to such settlement as memorialized in the Plan Supplement, such holders will receive the following treatment: (a) the allowance of the WARN Act Claims in the amount set forth in the Plan Supplement (the "Allowed WARN Act Claims"); (b) the certification of a class pursuant to Fed. R. Bankr. P. 7023 with respect to the Allowed WARN Act Claims; (c) the payment of an initial cash payment on the Effective Date on account of the Allowed WARN Act Claims to the designated class representative of such Allowed WARN Act Claims identified in the Plan Supplement to be distributed by such class representative to members of the class; and (d) the payment of additional cash payments to the class representative to be distributed to members of the class as described in the Plan Supplement following the Effective Date on the occurrence of certain milestone events disclosed in the Plan Supplement until the Allowed WARN Act Claims are satisfied in full. In the event a settlement with holders of WARN Act Claims is not reached, each WARN Act Claim shall be treated as either a Class 1 Priority Non-Tax Claim or a Class 5 General Unsecured Claim, as determined by an order of the	Impaired – entitled to vote

Class	Treatment	Status
	Bankruptcy Court.	
Class 4: Settled Priority Claims, estimated to total approx. [$●] **Estimated Recovery:** [●]	This Combined Plan and Disclosure Statement proposes a settlement for Settled Priority Claims. Specifically, if holders of a Settled Priority Claim agree on a binding basis to such settlement as memorialized in the Plan Supplement, such holders will receive the following treatment: (a) the allowance of the Settled Priority Claim in the amount set forth in the Plan Supplement (the "Allowed Settled Priority Claim"); (b) the payment of the documented professional fees incurred by the holder of the Allowed Settled Priority Claim, as agreed by the Debtors and disclosed in the Plan Supplement, on the Effective Date; and (c) the treatment of the Allowed Settled Priority Claim as a Class 5 General Unsecured Claim except for the foregoing payment of such documented professional fees on the Effective Date.	Impaired – entitled to vote
Class 5: General Unsecured Claims, estimated to total approx. [$●] **Estimated Recovery:** [●]	Class 5A: Each holder of an Allowed General Unsecured Claim shall receive in exchange for its Allowed General Unsecured Claim, a Pro Rata interest in the Liquidating Trust. Class 5B: Each holder of an Allowed General Unsecured Claim, who is also a Contributing Direct Claim Holder, shall receive, in addition to the treatment afforded to it as a Class 5A Claim Holder, a Pro Rata interest in the Direct Claims Trust on account of the Direct Claims contributed to the Direct Claims Trust.	Impaired – entitled to vote
Class 6: Intercompany Claims, estimated to total approx. [$●] **Estimated Recovery: 0%**	There shall be no Distribution on account of Intercompany Claims, except as necessary or appropriate for tax efficiency, provided, however, that no Distribution will be in Cash. Upon the Effective Date, all Intercompany Claims will be deemed cancelled, released, and discharged, subject to the foregoing.	Impaired – deemed to reject the Plan
Class 7: Interests **Estimated**	There shall be no Distribution on account of Interests. Upon the Effective Date, all Interests will be deemed	Impaired – deemed to reject

Class	Treatment	Status
Recovery: 0%	cancelled and will cease to exist.	the Plan

3.2 Important Dates and Deadlines.

Event	Proposed Date
Disclosure Statement Conditional Approval Objection Deadline	October 8, 2025 at 4:00 p.m.
Disclosure Statement Reply Deadline	October 9, 2025
Voting Record Date	October 10, 2025
Proposed Hearing Date for Conditional Approval of Disclosure Statement	October 10, 2025
Expected Entry of Conditional DS Approval Order/Delivery to Verita	October 13, 2025
Deadline to Serve Notice and Solicitation Package	Five business days following entry of Conditional DS Approval Order
Publication Deadline[3]	Five business days following entry of Conditional DS Approval Order
Deadline to file Plan Supplement	November 7, 2025 at 4:00 p.m.
Deadline for Creditors to File Rule 3018 Motions	November 11, 2025 at 4:00 p.m.
Voting Deadline	November 18, 2025 at 4:00 p.m.
Combined Plan and Disclosure Statement Objection Deadline	November 18, 2025 at 4:00 p.m.
Deadline to File Confirmation Brief and Other Evidence Supporting the Combined Plan and Disclosure Statement	November 21, 2025 at 4:00 p.m.
Deadline to File Voting Tabulation Affidavit	November 21, 2025 at 4:00 p.m.
Confirmation Hearing	November 25, 2025 at 11:30 a.m.

SECTION 4
BACKGROUND

4.1 General Background.

(a) Debtors' Prepetition Business and Operations.

Prior to the Petition Date, the Debtors operated as a leading energy storage integrator at the forefront of the clean energy revolution, based in Portland, Oregon, and with offices around the world in Vietnam, China, Canada, Australia, and Spain. The Debtors focused their business on advancing the next frontier of energy by ensuring access to clean, reliable, resilient, and affordable power through cutting-edge technology. The Debtors' business model targeted innovations in energy storage, which are essential to the planet's transition to a sustainable, carbon-free world.

At a high level, the Debtors' business model had two lines of business: (i) the engineering and installation of battery energy storage systems, which are governed by various energy supply agreements (each, an "ESA"); and (ii) the warranties, servicing and maintenance of battery energy storage systems, which are governed by various long term servicing agreements (each, an "LTSA"). To implement the Debtors' business plan, the Debtors entered into these ESAs and LTSAs with its customers, and then used suppliers and vendors to support performance under the ESAs and LTSAs.

(b) Corporate Organizational Structure.

The Debtors' prepetition organization structure is attached to the First Day Declaration as Exhibit A.

(c) Debtors' Prepetition Debt Structure.

(i) Prepetition Secured Debt

As of the Petition Date, the outstanding secured obligations under the Loan Agreement were no less than $25,612,281.51, plus any other fees, expenses, and other obligations owed under the Prepetition Loan Documents. On August 20, 2025, the Prepetition Secured Debt was satisfied in full with proceeds from the FlexGen Sale transaction.

(ii) Unsecured Debt

As of the Petition Date, the Debtors estimate that unsecured claims against the Debtors are at least $300,000,000, including: (i) accrued and unpaid amounts owed to the Debtors' trade vendors and customers and other unsecured debt incurred in the ordinary course of the Debtors' business; and (ii) certain ongoing or threatened litigation claims, which are disputed.

(d) Debtors' Tax Status.

The Debtors' tax filing obligations vary by entity. Debtors Powin Energy Operating Holdings LLC and Powin Energy Operating LLC were required to file U.S. federal tax returns. Powin Project, LLC, which was newly formed in 2025, has not yet filed any federal tax returns. Certain affiliates—Powin Energy Storage 2, Inc., Powin Energy Ontario Storage II LP, and Powin Canada B.C. Ltd.—file separate tax returns under Canadian law. The remaining Debtors—Powin, LLC; PEOS Holdings, LLC; Powin China Holdings 1, LLC; Powin China Holdings 2, LLC; Charger Holdings, LLC; Powin Energy Ontario Storage, LLC; Powin Energy Operating Holdings, LLC; Powin Energy Operating, LLC; and Powin EKS SellCo, LLC—are pass-through entities and their tax reporting is included in the combined federal tax return of non-Debtor Powin Energy Holdings LLC. For the avoidance of doubt, any tax liabilities attributable to such pass-through Debtors are obligations of Powin Energy Holdings LLC and/or its equity holders, and the Debtors expressly disclaim any liability in connection therewith.

4.2 Events Leading to Chapter 11 Filing.

The Debtors commenced these Chapter 11 Cases as a result of certain historical challenges to the Debtors' business, including severe liquidity constraints, an extreme overdependence on

trade credit, increasing assertions of liquidated damages entitlements by customers aggrieved by alleged performance delays, and damaged credibility with customers. The Debtors commenced these Chapter 11 Cases in order to, among other things, pursue a value-maximizing sale process for their assets.

SECTION 5
THE CHAPTER 11 CASES

The following is a brief description of certain material events that have occurred during the Chapter 11 Cases.

5.1 First Day Motions and Other Early Developments in the Chapter 11 Cases.

The Debtors filed a number of motions after the Petition Date to, among other things, help stabilize operations and establish procedures for the Chapter 11 Cases:

(i) joint administration motion [Docket No. 3] and order thereon [Docket No. 58];

(ii) application to appoint Kurtzman Carson Consultants, LLC dba Verita Global as the Debtors' claims and noticing agent [Docket No. 9] and order thereon [Docket No. 66];

(iii) motion for authorization to use certain cash management procedures, bank accounts, and certain payment methods, and to modify requirements imposed by section 345(b) of the Bankruptcy Code [Docket No. 12], interim order thereon [Docket No. 60], and final order thereon [Docket No. 397];

(iv) motion for authorization to continue insurance programs and prepetition surety bonds and pay obligations arising thereunder [Docket No. 8], interim order thereon [Docket No. 61], and final order thereon [Docket No. 394];

(v) motion to provide procedures to deal with utility providers [Docket No. 112], interim order thereon [Docket No. 399], and final order thereon [Docket No. 679]; and

(vi) motion to pay certain prepetition employee obligations, and to continue certain employee benefits programs [Docket No. 7], interim order thereon [Docket No. 63], and final order thereon [Docket No. 395].

5.2 Prepetition Loan Facility and Cash Collateral Order.

(i) Prior to the Petition Date, certain of the Debtors entered into the Prepetition Loan Agreement with the Prepetition Lenders. Pursuant to the Prepetition Loan Agreement, the Prepetition Lenders provided the Debtors with up to $200,000,000 in total commitments. As of the Petition Date, the outstanding secured obligations under the Prepetition Loan Agreement were no less than $25,612,281.51, plus any other fees, expenses, and other obligations owed under the Prepetition Loan Documents.

(ii) On June 10, 2025, the Debtors filed a motion for authority to use cash collateral and to provide the Prepetition Secured Parties with adequate protection [Docket No. 11]. On June 13, 2025, the Bankruptcy Court approved such motion on an interim basis [Docket No. 68]. On July 16, 2025, the Bankruptcy Court approved such motion on a final basis [Docket No. 400]. On August 20, 2025, the Debtors paid in full the secured obligations under the Prepetition Loan Agreement.

5.3 DIP Financing.

On June 21, 2025, the Debtors filed the *Motion of the Debtors for Entry of Interim and Final Orders: (I) Authorizing the Debtors to Obtain Postpetition Operational Cash Flow Financing; (II) Granting Liens and Providing Superpriority Administrative Expense Claims; (III) Modifying the Automatic Stay; (IV) Scheduling a Final DIP Hearing; and (V) Granting Related Relief* [Docket No. 120] (the "DIP Motion"). The Debtors filed the DIP Motion in order to obtain critical liquidity necessary to continue operations. By the DIP Motion, the Debtors sought, among other things, authorization and approval of the DIP Facility from the Lenders, with up to $27.5 million in new money borrowing capacity. The DIP Facility was market tested and evaluated by the Debtors and their professionals. On June 26, 2025, the Bankruptcy Court entered the Interim DIP Order and on July 25, 2025, the Bankruptcy Court entered the Final DIP Order. On August 19, the DIP Facility was fully satisfied when the DIP Lender applied the outstanding obligations as a credit against its purchase price in the FlexGen Sale transaction.

5.4 Debtors' Retention of Professionals and Personnel.

The Bankruptcy Court granted the Debtors' applications or motions, as applicable, to employ certain professionals, including (i) Dentons US LLP and Togut, Segal & Segal LLP as bankruptcy co-counsel in the Chapter 11 Cases (Docket Nos. 753 and 596); and (ii) Uzzi & Lall, a restructuring advisory firm, to provide Gerard Uzzi as the Debtors' Chief Restructuring Officer and additional personnel as of the Petition Date (Docket No. 690).

5.5 Prepetition Taxes.

On June 18, 2025, the Debtors filed the *Motion of the Debtors for Entry of an Interim and Final Order (I) Granting Authority to Pay Certain Prepetition Taxes; and (II) Granting Related Relief* [Docket No. 99] (the "Tax Motion"), which the Court granted on an final basis on August 7, 2025 [Docket No. 675].

5.6 Formation of the Committee; Retention of Professionals.

On June 27, 2025, the U.S. Trustee formed the Committee, comprised of (i) Ace Engineering & Co. Ltd., (ii) Celestica LLC, (iii) Contemporary Amperex Technology Co., Limited (CATL), (iv) Kupono Solar, LLC, (v) Formosa Electronic Industries Inc., (vi) JMS Wind Energy, LLC, (vii) R.H. Shipping & Chartering S de RL de CV, (viii) Brian Palomino, and (iv) GreEnergy Resources LLC [Docket No. 174]. The Committee retained Brown Rudnick LLP and Genova Burns LLC as bankruptcy co-counsel, and Alvarez & Marsal North America, LLC as its financial advisor.

5.7 Debtors' Schedules and Statement of Financial Affairs.

Upon the Debtors' motion, pursuant to an order entered on June 13, 2025 [Docket No. 65], the Bankruptcy Court extended the Debtors' time to file the Debtors' Schedules of Assets and Liabilities and Statements of Financial Affairs until July 17, 2025.

On July 17, 2025, the Debtors filed their respective Schedules and Statements of Financial Affairs [Docket Nos. 414-437]. The *General Global Notes And Statement Of Limitations, Methodology And Disclaimers Regarding The Debtors' Schedules Of Assets And Liabilities And Statements Of Financial Affairs* provided, among other things, a comprehensive explanation regarding the limitations on the Debtors' financial reporting and processes and explained that the Schedules and Statements contained unaudited financial information that may be inaccurate and/or incomplete.

The Debtors intend to imminently file various amendments to their Schedules and Statements of Financial Affairs.

5.8 Claims Bar Dates.

On August 20, 2025, the Bankruptcy Court entered the Bar Date Order setting September 29, 2025, as the general claims bar date for the filing of proofs of claim; and December 8, 2025, as the claims bar date for governmental units.

5.9 KEIP and KERP Motion.

On July 23, 2025, the Debtors filed the *Motion of the Debtors for Entry of Order (I) Approving Key Employee Retention Plan and Key Employee Incentive Plan and (II) Granting Related Relief* [Docket No. 493], which was approved by order of the Bankruptcy Court entered on August 7, 2025 [Docket No. 665] (the "KEIP/KERP Order").

5.10 Rejection Motions and Related Matters.

(i) Customer Contract Rejection Motion

On June 17, 2025, the Debtors filed the *Omnibus Motion of the Debtors for Entry of an Order (I) Authorizing the Rejection of Legacy Customer Contracts and (II) Granting Related Relief* [Docket No. 88] (the "Customer Contract Rejection Motion"). Through the Customer Contract Rejection Motion, the Debtors sought authority, pursuant to section 365 of the Bankruptcy Code, to reject in their entirety all of the Debtors' Energy Supply Agreements, Long Term Service Agreements, and related contractual arrangements with their customers (the "Customer Contracts"). The Debtors explained that these agreements had become unduly burdensome to the estates, no longer provided a net economic benefit, and, in many instances, obligated the Debtors to perform under contracts that were heavily out of the money and inconsistent with the Debtors' restructuring objectives.

After notice and an opportunity for parties in interest to be heard, and following consideration by the Court, the Court entered an order on September 9, 2025 [Docket No. 843] granting the Customer Contract Rejection Motion. Numerous parties in interest filed responses to

the Customer Contract Rejection Motion; however, all objections to the requested relief were either consensually resolved or overruled by the Court. The Court's order authorized the rejection of the Customer Contracts, thereby relieving the estates of the ongoing administrative and financial burdens associated with those legacy customer agreements and aligning the Debtors' contractual obligations with their restructuring strategy.

(ii) Omnibus Rejection Motions

The Debtors intend to imminently file various omnibus rejection motions (the Omnibus Rejection Motions, and, together with the Customer Contract Rejection Motion, the "Rejection Motions"), which motions shall seek authority to reject certain contracts that were not assigned in the Sale Transactions and were not needed by the Debtors.

5.11 Adequate Protection Motions.

In connection with the Customer Contract Rejection Motion, two separate groups of the Debtors' customers filed motions [Docket Nos. 117 and 297] (collectively, the "Adequate Protection Motions") seeking (i) to compel the Debtors to take certain actions related to intellectual property pursuant to Section 365(n) of the Bankruptcy Code and (ii) adequate protection under Section 363(e) of the Bankruptcy Code. The Adequate Protection Motions remain pending and, absent further continuance or consensual resolution, are scheduled to be heard by the Court on September 25, 2025.

5.12 Sale Proceedings.The Debtors commenced these Chapter 11 Cases in order to, among other things, engage in a value-maximizing sale process for their assets. To that end, on July 1, 2025, the Debtors filed the *Motion of the Debtors for Entry of an Order (I) Designating a Stalking Horse Bidder and Approving Stalking Horse Bidder Protections, (II) Approving Bidding Procedures By Which Interested Parties May Bid and an Auction Sale Format in Connection With the Sale of Substantially All of the Debtors' Assets; (III) Approving Form of Asset Purchase Agreement, (IV) Approving From of Noice to be Provided to Interested Parties, (V) Authorizing the Assumption and Assignment of Assumed Contracts and Notice Procedures Thereto, (VI) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest and Best Bidder, and (VII) Authorizing the Sale of the Debtors' Property Fee and Clear of all Causes of Action and Claims* [Docket No. 228] (the "Bidding Procedures Motion"), which the Bankruptcy Court granted through entry of the Bidding Procedures Order on July 17, 2025. In accordance therewith, on July 30, 2025, the Debtors conducted an auction of their assets after receiving three qualified bids, all as more detailed in the *Notice of Winning Bidders* [Docket No. 591] ("Notice of Winning Bidders") filed by the Debtors on July 31, 2025. Upon the conclusion of the auction, the Debtors filed the Notice of Winning Bidders announcing the winning bidders for their assets, as more fully detailed therein. The transactions contemplated thereunder are outlined below.

(i) Mainfreight Sale.

Pursuant to that certain bill of sale made in favor of Mainfreight Distribution Pty Ltd. ("Mainfreight") by the Debtors ("Mainfreight Bill of Sale"), attached as Exhibit A to the Notice of Winning Bidders, the Debtors agreed to sell certain of its assets, described on Exhibit A to the Mainfreight Bill of Sale, constituting collateral of Mainfreight to Mainfreight via credit bid in the

amount of $3,000,000.00 (the "Mainfreight Sale"). On August 8, 2025, the Bankruptcy Court entered an order approving the Mainfreight Sale [Docket No. 592].

(ii) FlexGen Sale.

Pursuant to that certain asset purchase agreement by and between FlexGen Power Systems, LLC ("FlexGen") and the Debtors ("FlexGen APA"), attached as Exhibit B to the Notice of Winning Bidders, the Debtors agreed to sell the Purchased Assets, as defined in the FlexGen APA, to FlexGen for a purchase price of $36,000,000, comprised in FlexGen's discretion of a credit bid and cash, assumption by FlexGen of certain liabilities described in the FlexGen APA, and the Retention Fund, as defined in the FlexGen APA (the "FlexGen Sale"). On August 18, 2025, the Bankruptcy Court entered an order approving the FlexGen Sale [Docket No. 751], and the FlexGen Sale closed thereafter on August 19, 2025. In connection therewith, on August 20, 2025, the Debtors changed the name Powin, LLC to BESS RemainCo LLC.

(iii) EKS Sale.

Pursuant to that certain Sale and Release Agreement by and between Hitachi Energy Ltd., Hitachi Energy Power Conversion Solutions (together with Hitachi Energy Ltd., "Hitachi"), Powin, LLC, and Powin EKS Sellco LLC (together with Powin, LLC, the "Powin Parties") ("EKS Sale Agreement"), attached as Exhibit C to the *Notice of Revised Order Approving Sale of Shares in EKS Holdco LLC and Filing of Release and Sale Agreement* [Docket No. 649], the Powin Parties agreed to enter into a comprehensive transaction with Hitachi, whereby Hitachi would acquire the Remaining Units, as defined in the EKS Sale Agreement, from Powin EKS Sellco LLC and receive certain releases from the Powin Parties, as described in the EKS Sale Agreement, in exchange for providing the Powin Parties with a fixed sum of $15,000,000 (the "EKS Sale"). On August 8, 2025, the Bankruptcy Court entered an order approving the EKS Sale [Docket No. 691].

Following the consummation of the EKS Sale, the Debtors determined that the most efficient way to wind down Powin EKS Sellco was to commence a chapter 11 case for that entity, administer it jointly with the chapter 11 cases of the other Debtors, and include Powin EKS Sellco within the scope of this Combined Plan and Disclosure Statement. Accordingly, Powin EKS Sellco LLC filed a petition for voluntary relief under chapter 11 of the Bankruptcy Code, with such case being jointly administered with the chapter 11 cases of the remaining Debtors. The wind-down of Powin EKS Sellco LLC shall be governed by this Combined Plan and Disclosure Statement.

5.13 WARN Action.

On June 12, 2025, plaintiff Brian Palomino, individually and on behalf of a purported putative class of alleged similarly situated former employees of certain Debtors (the "Plaintiffs"), commenced the WARN Action styled as *Class Action Adversary Proceeding Complaint for Violation of WARN Act 29 U.S.C. § 2101, et seq.*, Adv. Case No. 25-01249, [Adv. Docket No. 1] against Debtors Powin, LLC, Powin Energy Operating Holdings, LLC, and Powin Energy Operating, LLC. The Debtors submit that they have strong defenses to the WARN Action and do not bear any liability in connection therewith. Counsel to the Plaintiffs asserts that payment in full of any WARN Act Claim, as an Allowed Priority Non-Tax Claim is due on the effective date,

unless the holder(s) of the WARN Act Claim agree to accept less favorable treatment. However, the Debtors have actively engaged, and continue to actively engage, with the Plaintiffs on the WARN Action in an effort to reach a resolution. Accordingly, a global settlement structure in resolution of the WARN Action is proposed herein.

SECTION 6
CONFIRMATION AND VOTING PROCEDURES

6.1 Confirmation Hearing.

On October 14, 2025, the Bankruptcy Court entered the Conditional Approval and Procedures Order. The Confirmation Hearing has been scheduled for **November 25, 2025, at 11:30 a.m. (prevailing Eastern Time)** to consider (a) final approval of the Combined Plan and Disclosure Statement as providing adequate information pursuant to section 1125 of the Bankruptcy Code and (b) confirmation of the Combined Plan and Disclosure Statement pursuant to section 1129 of the Bankruptcy Code. The Confirmation Hearing may be adjourned from time to time by the Debtors and Committee without further notice, except for an announcement of the adjourned date made at the Confirmation Hearing or by filing a notice with the Bankruptcy Court.

6.2 Procedures for Objections.

Any objection to final approval of the Combined Plan and Disclosure Statement as providing adequate information pursuant to section 1125 of the Bankruptcy Code and/or confirmation of the Combined Plan and Disclosure Statement must be made in writing and filed with the Bankruptcy Court by no later than **November 18, 2025, at 4:00 p.m. (prevailing Eastern Time)** and be served in accordance with the local rules of the Bankruptcy Court on the following parties: (i) the Debtors c/o Uzzi & Lall, One Liberty Plaza, 165 Broadway 23rd Floor, New York, NY Attn: Gerard Uzzi (guzzi@uzzilall.com); (ii) counsel for the Debtors, (1) Dentons US LLP, 601 S. Figueroa St., Suite 2500, Los Angeles, CA 90018, Attn: Tania M. Moyron (tania.moyron@dentons.com) and Van C. Durrer, II (van.durrer@dentons.com); (2) Togut, Segal & Segal LLP, 550 Broad Street, Suite 1508, Newark, NJ 07102 Attn: Frank A. Oswald (frankowswald@teamtogut.com); (iii) counsel for the Official Committee of Unsecured Creditors, (1) Brown Rudnick LLP, Seven Times Square, New York, NY 10036, Attn: Robert J. Stark (rstark@brownrudnick.com), Kenneth J. Aulet (kaulet@brownrudnick.com), and Bennett S. Silverberg (bsilverberg@brownrudnick.com), and (2) Genova Burns LLC, 110 Allen Rd., Suite 304, Basking Ridge, NJ 07920, Attn: Daniel M. Stolz (DStolz@genovaburns.com); and (iv) the Office of the United States Trustee, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, NJ 07102, Attn: Jeffrey M. Sponder (jeffrey.m.sponder@usdoj.gov). **Unless an objection is timely filed and served, it may not be considered by the Bankruptcy Court.**

6.3 Requirements for Confirmation.

The Bankruptcy Court will confirm the Combined Plan and Disclosure Statement only if it meets all the applicable requirements of section 1129 of the Bankruptcy Code. Among the requirements for confirmation in the Chapter 11 Cases is that the Combined Plan and Disclosure Statement be: (i) accepted by all Impaired Classes of Claims and Interests or, if rejected by an Impaired Class, that the Combined Plan and Disclosure Statement "does not discriminate unfairly"

against, and is "fair and equitable" with respect to, such Class; and (ii) feasible. The Bankruptcy Court must also find that:

a. the Combined Plan and Disclosure Statement has classified Claims and Interests in a permissible manner;

b. the Combined Plan and Disclosure Statement complies with the requirements of Chapter 11 of the Bankruptcy Code; and

c. the Combined Plan and Disclosure Statement has been proposed in good faith.

The Debtors and the Committee believe that the Combined Plan and Disclosure Statement complies, or will comply, with all such requirements.

6.4 Classification of Claims and Interests.

Section 1123 of the Bankruptcy Code provides that a plan must classify the claims and interests of a debtor's creditors and equity interest holders. In accordance with section 1123 of the Bankruptcy Code, the Combined Plan and Disclosure Statement divides Claims and Interests into Classes and sets forth the treatment for each Class (other than those claims which pursuant to section 1123(a)(1) of the Bankruptcy Code need not be and have not been classified).

Section 1122 of the Bankruptcy Code requires the Combined Plan and Disclosure Statement to place a Claim or Interest in a particular Class only if such Claim or Interest is substantially similar to the other Claims or Interests in such class. The Combined Plan and Disclosure Statement creates separate Classes to deal respectively with Priority Non-Tax Claims, various Secured Claims, General Unsecured Claims, and Interests. The Debtors and the Committee believe that the Combined Plan and Disclosure Statement's classifications place substantially similar Claims or Interests in the same Class and, thus, meet the requirements of section 1122 of the Bankruptcy Code.

The Bankruptcy Code also requires that a plan provide the same treatment for each claim or interest of a particular class unless the claim holder or interest holder agrees to a less favorable treatment of its claim or interest. The Debtors and the Committee believe that the Combined Plan and Disclosure Statement complies with such standard. If the Bankruptcy Court finds otherwise, however, it could deny confirmation of the Combined Plan and Disclosure Statement if the holders of Claims or Interests affected do not consent to the treatment afforded them under the Combined Plan and Disclosure Statement.

A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim also is placed in a particular Class for the purpose of receiving distributions pursuant to the Combined Plan and Disclosure Statement only to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been paid, released, or otherwise settled prior to the Effective Date.

The Debtors and the Committee believe that the Combined Plan and Disclosure Statement has classified all Claims and Interests in compliance with the provisions of section 1122 of the Bankruptcy Code and applicable case law. It is possible that a holder of a Claim or Interest may challenge the classification of Claims or Interests herein and that the Bankruptcy Court may find that a different classification is required for the Combined Plan and Disclosure Statement to be confirmed. If such a situation develops, the Debtors and Committee intend, in accordance with the terms of the Combined Plan and Disclosure Statement, to make such permissible modifications to the Combined Plan and Disclosure Statement as may be necessary to permit its confirmation. Any such reclassification could adversely affect holders of Claims by changing the composition of one or more Classes and the vote required of such Class or Classes for approval of the Combined Plan and Disclosure Statement.

EXCEPT AS SET FORTH IN THE COMBINED PLAN AND DISCLOSURE STATEMENT, UNLESS SUCH MODIFICATION OF CLASSIFICATION MATERIALLY ADVERSELY AFFECTS THE TREATMENT OF A HOLDER OF A CLAIM AND REQUIRES RE-SOLICITATION, ACCEPTANCE OF THE COMBINED PLAN AND DISCLOSURE STATEMENT BY ANY HOLDER OF A CLAIM PURSUANT TO THIS SOLICITATION WILL BE DEEMED TO BE A CONSENT TO THE COMBINED PLAN AND DISCLOSURE STATEMENT'S TREATMENT OF SUCH HOLDER OF A CLAIM REGARDLESS OF THE CLASS AS TO WHICH SUCH HOLDER ULTIMATELY IS DEEMED TO BE A MEMBER.

The amount of any Impaired Claim that ultimately is Allowed by the Bankruptcy Court may vary from any estimated Allowed amount of such Claim and, accordingly, the total Claims that are ultimately Allowed by the Bankruptcy Court with respect to each Impaired Class of Claims may also vary from any estimates contained herein with respect to the aggregate Claims in any Impaired Class. Thus, the actual recovery ultimately received by a particular holder of an Allowed Claim may be adversely or favorably affected by the aggregate amount of Claims Allowed in the applicable Class. Additionally, any changes to any of the assumptions underlying the estimated Allowed amounts could result in material adjustments to recovery estimates provided herein or the actual Distribution received by creditors. The projected recoveries are based on information available to the Debtors as of the date hereof and reflect the Debtors' and Committee's views as of the date hereof only.

The classification of Claims and Interests and the nature of distributions to members of each Class are summarized herein. The Debtors and Committee believe that the consideration, if any, provided under the Combined Plan and Disclosure Statement to holders of Allowed Claims reflects an appropriate resolution of their Allowed Claims taking into account the differing nature and priority of such Claims and Interests. The Bankruptcy Court must find, however, that a number of statutory tests are met before it may confirm the Combined Plan and Disclosure Statement. Many of these tests are designed to protect the interests of holders of Claims or Interests who are not entitled to vote on the Combined Plan and Disclosure Statement, or do not vote to accept the Combined Plan and Disclosure Statement, but who will be bound by the provisions of the Combined Plan and Disclosure Statement if it is confirmed by the Bankruptcy Court.

6.5 Impaired Claims or Interests.

Pursuant to section 1126 of the Bankruptcy Code, only the holders of Claims in Classes Impaired by the Combined Plan and Disclosure Statement and receiving a payment or Distribution under the Combined Plan and Disclosure Statement may vote to accept or reject the Combined Plan and Disclosure Statement. Pursuant to section 1124 of the Bankruptcy Code, a Class of Claims may be Impaired if the Combined Plan and Disclosure Statement alters the legal, equitable, or contractual rights of the holders of such Claims or Interests treated in such Class. The holders of Claims not Impaired by the Combined Plan and Disclosure Statement are deemed to accept the Combined Plan and Disclosure Statement and do not have the right to vote on the Combined Plan and Disclosure Statement. The holders of Claims or Interests in any Class which will not receive any payment or Distribution or retain any property pursuant to the Combined Plan and Disclosure Statement are deemed to reject the Combined Plan and Disclosure Statement and do not have the right to vote. Finally, the holders of Claims or Interests whose Claims or Interests are not classified under the Combined Plan and Disclosure Statement are not entitled to vote on the Combined Plan and Disclosure Statement.

Under the Combined Plan and Disclosure Statement, holders of Claims in the Voting Classes – Classes 3, 4, and 5 – are Impaired and are entitled to vote to accept or reject the Combined Plan and Disclosure Statement. Holders of Claims in Classes 1 and 2 are Unimpaired and, therefore, not entitled to vote on the Combined Plan and Disclosure Statement and are deemed to accept the Combined Plan and Disclosure Statement. Holders of Claims and Interests in Classes 6 and 7 are Impaired and will not receive any payment or Distribution or retain any property pursuant to the Combined Plan and Disclosure Statement and, therefore, are deemed to reject the Combined Plan and Disclosure Statement and do not have the right to vote.

ACCORDINGLY, A BALLOT FOR ACCEPTANCE OR REJECTION OF THE COMBINED PLAN AND DISCLOSURE STATEMENT IS BEING PROVIDED ONLY TO HOLDERS OF CLAIMS IN THE VOTING CLASSES.

6.6 Confirmation Without Necessary Acceptances; Cramdown.

In the event that any impaired class of claims or interests does not accept a plan, a debtor nevertheless may move for confirmation of the plan. A plan may be confirmed, even if it is not accepted by all impaired classes, if the plan has been accepted by at least one impaired class of claims, determined without including any acceptance of the plan by any insider holding a claim in that class, and the plan meets the "cramdown" requirements set forth in section 1129(b) of the Bankruptcy Code. Section 1129(b) of the Bankruptcy Code requires that a court find that a plan (a) "does not discriminate unfairly" and (b) is "fair and equitable," with respect to each non-accepting impaired class of claims or interests. Here, because holders of Claims and Interests in Classes 6 and 7 are deemed to reject the Combined Plan and Disclosure Statement, the Debtors and Committee will seek confirmation of the Combined Plan and Disclosure Statement from the Bankruptcy Court by satisfying the "cramdown" requirements set forth in section 1129(b) of the Bankruptcy Code. The Debtors and Committee believe that such requirements are satisfied, as no holder of a Claim or Interest junior to those in the Impaired Classes is entitled to receive any property under the Combined Plan and Disclosure Statement.

The concept of "unfair discrimination" is not defined in the Bankruptcy Code, but case law suggests it exists when a difference in a plan's treatment of two classes of equal priority results in a materially lower percentage recovery for the non-accepting class. The Debtors and Committee do not believe that the Plan unfairly discriminates against any Class of Claims.

The Bankruptcy Code provides a nonexclusive definition of the phrase "fair and equitable." To determine whether a plan is "fair and equitable," the Bankruptcy Code establishes "cramdown" tests for secured creditors, unsecured creditors, and equity holders, as follows:

a. Secured Creditors. Either (i) each impaired secured creditor retains its liens securing its secured claim and receives on account of its secured claim deferred Cash payments having a present value equal to the amount of its allowed secured claim, (ii) each impaired secured creditor realizes the "indubitable equivalent" of its allowed secured claim or (iii) the property securing the claim is sold free and clear of liens with such liens to attach to the proceeds of the sale and the treatment of such liens on proceeds to be as provided in clause (i) or (ii) above.

b. Unsecured Creditors. Either (i) each impaired unsecured creditor receives or retains under the plan property of a value equal to the amount of its allowed claim or (ii) the holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan.

c. Interests. Either (i) each holder of an equity interest will receive or retain under the plan property of a value equal to the greatest of the fixed liquidation preference to which such holder is entitled, the fixed redemption price to which such holder is entitled or the value of the interest or (ii) the holder of an interest that is junior to the nonaccepting class will not receive or retain any property under the plan.

As discussed above, the Debtors and Committee believe that the distributions provided under the Combined Plan and Disclosure Statement satisfy the absolute priority rule, where required.

6.7 Feasibility.

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of a plan not be likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors (unless such liquidation or reorganization is proposed in the Combined Plan and Disclosure Statement). Based on the Debtors' and the Committee's analysis, the Liquidating Trustee will have sufficient assets to accomplish its tasks under the Combined Plan and Disclosure Statement. Therefore, the Debtors and Committee believe that the liquidation pursuant to the Combined Plan and Disclosure Statement will meet the feasibility requirements of the Bankruptcy Code.

6.8 Best Interests Test and Liquidation Analysis.

Even if a plan is accepted by the holders of each class of claims and interests, the Bankruptcy Code requires the Bankruptcy Court to determine that such plan is in the best interests

of all holders of claims or interests that are impaired by that plan and that have not accepted the plan. The "best interests" test, as set forth in section 1129(a)(7) of the Bankruptcy Code, requires a court to find either that all members of an impaired class of claims or interests have accepted the plan or that the plan will provide a member who has not accepted the plan with a recovery of property of a value, as of the effective date of the plan, that is not less than the amount that such holder would recover if the debtor were liquidated under chapter 7 of the Bankruptcy Code.

To calculate the probable distribution to holders of each impaired class of claims and interests if the debtor was liquidated under chapter 7, a court must first determine the aggregate dollar amount that would be generated from a debtor's assets if its chapter 11 cases were converted to cases under chapter 7 of the Bankruptcy Code. To determine if a plan is in the best interests of each impaired class, the present value of the distributions from the proceeds of a liquidation of the debtor's unencumbered assets and properties, after subtracting the amounts attributable to the costs, expenses, and administrative claims associated with a chapter 7 liquidation, must be compared with the value offered to such impaired classes under the plan. If the hypothetical liquidation distribution to holders of claims or interests in any impaired class is greater than the distributions to be received by such parties under the plan, then such plan is not in the best interests of the holders of claims or interests in such impaired class.

The Debtors, with the assistance of their advisors, have prepared a liquidation analysis that summarizes the Debtors' best estimate of recoveries by holders of Claims if the Chapter 11 Cases were converted to cases under chapter 7 (the "Liquidation Analysis"), which shall be filed with the Plan Supplement.

Based upon the Debtors' current projections, holders of Allowed Administrative Claims, Priority Claims and Other Secured Claims will be paid in full under the Plan, while holders of Allowed General Unsecured Claims will receive a projected distribution to be determined based on various assumptions. *See* Liquidation Analysis.

Based upon the Liquidation Analysis, the Debtors and Committee believe that creditors will receive at least as much or more under the Plan than they would receive if the Chapter 11 Cases were converted to chapter 7 cases.

6.9 Eligibility to Vote on the Combined Plan and Disclosure Statement.

Unless otherwise ordered by the Bankruptcy Court, only holders of Allowed Claims in the Voting Classes may vote on the Combined Plan and Disclosure Statement. Further, subject to the tabulation procedures that were approved by the Conditional Approval and Procedures Order, in order to vote on the Combined Plan and Disclosure Statement, you must hold an Allowed Claim in the Voting Classes, or be the holder of a Claim that has been temporarily Allowed for voting purposes only pursuant to the approved tabulation procedures or under Bankruptcy Rule 3018(a).

6.10 Solicitation Package / Release Opt-Out Election Form.

All holders of Allowed Claims in the Voting Classes will receive a solicitation package (the "Solicitation Package"). The Solicitation Packages will contain: (i) the Combined Plan and Disclosure Statement; (ii) the Conditional Approval and Procedures Order; (iii) notice of the Confirmation Hearing; (iv) a form of Ballot, including voting instructions and a pre-addressed

return envelope; (v) a Release Opt-Out Election Form; and (vi) such other materials as the Bankruptcy Court may direct or approve or that the Debtors and Committee deem appropriate.

All other Creditors and parties in interest not entitled to vote on the Combined Plan and Disclosure Statement will receive only a copy of the notice of Confirmation Hearing and a Release Opt-Out Election Form.

Copies of the Combined Plan and Disclosure Statement shall be available on the Claims and Balloting Agent's website at https://www.veritaglobal.net/powin. Any creditor or party-in-interest can request a hard copy of the Combined Plan and Disclosure Statement be sent to them by regular mail by calling the Claims and Balloting Agent at (866) 381-9100 (U.S.) during regular business hours.

IN ADDITION TO OTHER PARTIES WHO WILL BE CONSIDERED RELEASING PARTIES, ANY HOLDER OF A CLAIM OR INTEREST THAT DOES NOT AFFIRMATIVELY OPT-OUT OF THE THIRD PARTY RELEASE PROVISION CONTAINED HEREIN BY TIMELY AND PROPERLY COMPLETING AND RETURNING A RELEASE OPT-OUT ELECTION FORM WILL BE CONSIDERED A RELEASING PARTY IN RELATION TO THE THIRD PARTY RELEASE UNDER THE COMBINED PLAN AND DISCLOSURE STATEMENT.

6.11 Voting Procedures, Voting Deadline, and Deadline to Submit the Release Opt-Out Election.

The Voting Record Date for determining which holders of Claims in the Voting Classes may vote on the Combined Plan and Disclosure Statement is October 10, 2025.

In order for your Ballot to count, you must (1) complete, date, and properly execute the Ballot and (2) properly deliver the Ballot to the Claims and Balloting Agent by either (a) mailing the Ballot to the Claims and Balloting Agent at the following address: Powin Ballot Processing c/o Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; and/or (b) uploading the Ballot on the Claims and Balloting Agent's online balloting platform at https://www.veritaglobal.net/powin. Instructions for casting a Ballot will be available on the Claims and Balloting Agent's website.

Ballots must be submitted electronically, or the Claims and Balloting Agent must actually receive physical, original Ballots by mail or overnight delivery, on or before the Voting Deadline, which is **November 18, 2025 at 4:00 p.m. (prevailing Eastern Time)**. Subject to the tabulation procedures approved by the Conditional Approval and Procedures Order, you may not change your vote once a Ballot is submitted electronically or the Claims and Balloting Agent receives your original paper Ballot. Subject to the tabulation procedures approved by the Conditional Approval and Procedures Order, any Ballot that is timely and properly submitted electronically or received physically will be counted and will be deemed to be cast as an acceptance, rejection or abstention, as the case may be, of the Combined Plan and Disclosure Statement.

In order to be effective, Release Opt-Out Election Form for holders of Claims or Interests entitled to opt out of being a Releasing Party in connection with the Third Party Release contained herein must be received by the Claims and Balloting Agent by the Voting Deadline. Each Release

Opt-Out Election Form must be properly delivered to the Claims and Balloting Agent by either (a) mailing the Release Opt-Out Election Form to the Claims and Balloting Agent at the following address: Powin Ballot Processing c/o Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (b) uploading the Release Opt-Out Election Form on the Claims and Balloting Agent's online opt-out portal at https://www.veritaglobal.net/powin.

IF YOU ARE ENTITLED TO VOTE ON THE COMBINED PLAN AND DISCLOSURE STATEMENT, YOU ARE URGED TO COMPLETE, DATE, SIGN, AND PROMPTLY MAIL OR UPLOAD THE BALLOT YOU RECEIVE. PLEASE BE SURE TO COMPLETE ALL BALLOT ITEMS PROPERLY AND LEGIBLY. IF YOU ARE A HOLDER OF A CLAIM ENTITLED TO VOTE ON THE COMBINED PLAN AND DISCLOSURE STATEMENT AND YOU DID NOT RECEIVE A BALLOT, YOU RECEIVED A DAMAGED BALLOT, OR YOU LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THE COMBINED PLAN AND DISCLOSURE STATEMENT OR PROCEDURES FOR VOTING ON THE COMBINED PLAN AND DISCLOSURE STATEMENT, PLEASE CONTACT THE CLAIMS AND BALLOTING AGENT BY (I) TELEPHONE AT (866) 381-9100 (U.S.) OR (II) EMAIL AT powininfo@veritaglobal.com. THE CLAIMS AND BALLOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

6.12 Acceptance of the Combined Plan and Disclosure Statement.

If you are a holder of a Claim in the Voting Classes, your acceptance of the Combined Plan and Disclosure Statement is important. In order for the Combined Plan and Disclosure Statement to be accepted by an Impaired Class of Claims, a majority in number (*i.e.*, more than half) and two-thirds in dollar amount of the Claims voting (of each Impaired Class of Claims) must vote to accept the Combined Plan and Disclosure Statement. Although Class 5 is subdivided into Classes 5A and 5B, the entirety of Class 5 shall vote as one class for purposes of determining the foregoing voting thresholds. At least one Impaired Class of Creditors, excluding the votes of insiders, must actually vote to accept the Combined Plan and Disclosure Statement. The Debtors and Committee urge that you vote to accept the Combined Plan and Disclosure Statement.

SECTION 7
UNCLASSIFIED CLAIMS

7.1 Unclassified Claims.

In accordance with section 1123(a)(1) of the Bankruptcy Code, the following claims have not been classified for purposes of voting or receiving Distributions. Rather, all such Claims are treated separately as unclassified Claims as set forth in this Section, and the holders thereof are not entitled to vote on the Combined Plan and Disclosure Statement.

7.2 Administrative Claims.

(a) Except to the extent that a holder of an Allowed Administrative Claim agrees to a less favorable treatment, each holder of an Allowed Administrative Claim, other than a Professional Fee Claim, shall receive from Available Cash, without interest, Cash equal to the Allowed amount of such Claim: (a) on or as soon as practicable after the later of (i) the Effective

Date, or (ii) the date upon which the Bankruptcy Court enters a Final Order determining or approving such Claim; (b) in accordance with the terms and conditions of agreements between the holder of such Claim and the Debtors or the Liquidating Trustee, as the case may be; (c) with respect to any Administrative Claims representing obligations incurred in the ordinary course of the Debtors' business, upon such regular and customary payment or performance terms as may exist in the ordinary course of the Debtors' business or as otherwise provided in the Plan; or (d) with respect to statutory fees due pursuant to 28 U.S.C. § 1930(a)(6), as and when due under applicable law.

(b) Holders of Administrative Claims (including, without limitation, Professionals requesting compensation or reimbursement of such expenses pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code) that do not file such requests by the applicable deadline provided for herein may be subject to objection for untimeliness and may be prohibited by order of the Bankruptcy Court from asserting such claims against the Debtors, the Estates, the Liquidating Trust, or their successors or assigns, or their property. Any objection to Professional Fee Claims shall be filed on or before the objection deadline specified in the application for final compensation or order of the Bankruptcy Court.

(c) All fees due and payable under 28 U.S.C. § 1930 that have not been paid shall be paid on or before the Effective Date.

7.3 Professional Fees.

(a) Professionals requesting compensation or reimbursement of expenses pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code or required to file fee applications by order of the Bankruptcy Court for services rendered prior to the Effective Date must file and serve pursuant to the notice provisions of the Interim Fee Order, an application for final allowance of compensation and reimbursement of expenses no later than forty five (45) days after the Effective Date. All such applications for final allowance of compensation and reimbursement of expenses will be subject to the authorization and approval of the Bankruptcy Court. For avoidance of doubt, the Liquidating Trustee is not authorized under the Plan to object to applications for final allowance of compensation and reimbursement of expenses.

(b) On the Effective Date, or as soon as practicable thereafter, the Liquidating Trustee shall establish an appropriate Liquidating Trust Professional Fee Reserve based upon estimates of anticipated fees provided by Professionals for services rendered and expenses incurred prior to the Effective Date estimated to be in excess of the Debtor Professional Fee Reserve, including estimated fees for services rendered, and actual and necessary costs incurred, in connection with the filing, service and prosecution of any applications for allowance of Professional Fees pending on the Effective Date or filed and/or served after the Effective Date. The Liquidating Trustee shall supplement the Liquidating Trust Professional Fee Reserve if the amount originally established is insufficient to pay Allowed Professional Fee Claims.

(c) Upon approval of the fee applications by the Bankruptcy Court, the applicable fee applications shall first be paid from the Debtor Professional Fee Reserve and Stretto shall be authorized to release from the Debtor Professional Fee Reserve to the applicable Professional, an amount equal to the Allowed Professional Fee Claims of such Professional. To

the extent the Debtor Professional Fee Reserve is insufficient to satisfy the Allowed Professional Fee Claim in full, the Liquidating Trustee shall pay such Professionals from the Liquidating Trustee Professional Fee Reserve the remainder of their respective Allowed Professional Fee Claims.

(d) If there are amounts in excess of all Allowed Professional Fee Claims remaining in the Debtor Professional Fee Reserve and/or the Liquidating Trust Professional Fee Reserve, such amounts shall be transferred to the Liquidating Trust and shall, only upon transfer thereto, constitute Liquidating Trust Assets.

7.4 Priority Tax Claims.

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in exchange for full and final satisfaction of each Allowed Priority Tax Claim, each holder of an Allowed Priority Tax Claim shall be paid the full unpaid amount of such Allowed Priority Tax Claim as follows: (a) Cash equal to the unpaid portion of the Allowed Priority Tax Claim on the later of the Effective Date or thirty (30) days following the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim; or (b) such other treatment as to which the holder of an Allowed Priority Tax Claim and the Debtors shall have agreed upon in writing.

With respect to sales taxes, the Debtors collected sales taxes applicable to inventory delivered to customers in the ordinary course of business. In most cases, the Debtors were required to remit sales taxes to the underlying taxing authorities on a periodic (quarterly or semiannually) following the occurrence of two triggering events: (a) delivery of product to a customer; and (b) collection of the underlying sales tax from that customer. Accordingly, the actual sales tax due may differ from what the Debtors reported where, either (a) delivery of product to a customer did not occur as estimated, or (b) where the customer did not remit the sales tax consistent with the Debtors' reporting or estimates. The Debtors continue to reconcile their sales tax reporting against what is actually due, but, on balance, the Debtors believe that the Plan sufficiently provides for the sales taxes due on a priority basis. It is possible that the applicable sales tax authorities may dispute the Debtors' reconciliation or assert an alternative amount is due.

SECTION 8
CLASSIFICATION OF CLAIMS AND INTERESTS

8.1 Summary of Classification.

The provisions of this Section 8 govern Claims against and Interests in the Debtors. Any Class that is vacant will be treated in accordance with Section 8.3.

The following table designates the Classes of Claims against, and Interests in, the Debtors and specifies which of those Classes are (i) Impaired or Unimpaired by the Plan, (ii) entitled to vote to accept or reject the Combined Plan and Disclosure Statement in accordance with section 1126 of the Bankruptcy Code, and (iii) deemed to accept or reject the Combined Plan and Disclosure Statement. A Claim or portion thereof is classified in a particular Class only to the extent that such Claim or portion thereof qualifies within the description of such Class and is

classified in a different Class to the extent that the portion of such Claim qualifies within the description of such different Class.

Class	Designation	Treatment	Entitled to Vote
1	Priority Non-Tax Claims	Unimpaired	No
2	Other Secured Claims	Unimpaired	No
3	WARN Act Claims	Impaired	Yes
4	Settled Priority Claims	Impaired	Yes
5	General Unsecured Claims	Impaired	Yes (Class 5A and Class 5B voting as one class)
6	Intercompany Claims	Impaired	No (presumed to reject)
7	Interests	Impaired	No (presumed to reject)

8.2 Special Provision Governing Unimpaired Claims.

Except as otherwise provided in the Combined Plan and Disclosure Statement, nothing under the Combined Plan and Disclosure Statement shall affect the rights of the Debtors or the Liquidating Trustee, as applicable, in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

8.3 Vacant and Abstaining Classes.

Any Class of Claims or Interests that is not occupied as of the commencement of the Confirmation Hearing by an Allowed Claim or Interest or a Claim or Interest temporarily Allowed under Bankruptcy Rule 3018 shall be deemed eliminated from the Combined Plan and Disclosure Statement for purposes of voting to accept or reject the Combined Plan and Disclosure Statement and for purposes of determining acceptance or rejection of the Combined Plan and Disclosure Statement by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

SECTION 9
TREATMENT OF CLAIMS AND INTERESTS

9.1 Class 1—Priority Non-Tax Claims.

(a) Classification. Class 1 consists of all Priority Non-Tax Claims.

(b) Treatment. Except to the extent a Holder of an Allowed Priority Non-Tax Claim agrees to less favorable treatment, on the later of (i) the Effective Date or (ii) the date such Priority Non-Tax Claim becomes Allowed, or as soon as reasonably practicable thereafter, each

Holder of an Allowed Priority Non-Tax Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Claim, payment in full in Cash in an amount equal to the Allowed amount of such Claim.

(c) Impairment and Voting. Class 1 is Unimpaired under the Plan. Each Holder of an Allowed Priority Non-Tax Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Allowed Priority Non-Tax Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders shall not be solicited with respect to Priority Non-Tax Claims.

9.2 Class 2—Other Secured Claims.

(a) Classification. Class 2 consists of Other Secured Claims.

(b) Treatment. Except to the extent a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, on the later of (i) the Effective Date or (ii) the date such Other Secured Claim becomes Allowed, or as soon as reasonably practicable thereafter, each Holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Claim, at the discretion of the Distribution Agent (x) payment in full in Cash in an amount equal to the Allowed amount of such Claim; (y) such other treatment sufficient to render such Other Secured Claim Unimpaired; or (z) return of the applicable collateral or authorization of a setoff in satisfaction of the Allowed amount of such Other Secured Claim.

(c) Impairment and Voting. Class 2 is Unimpaired under the Plan. Each Holder of an Allowed Other Secured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Allowed Other Secured Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders shall not be solicited with respect to Other Secured Claims.

9.3 Class 3—WARN Act Claims.

(a) Classification. Class 3 consists of WARN Act Claims.

(b) Treatment. This Combined Plan and Disclosure Statement proposes a settlement with respect to WARN Act Claims. Specifically, if the representatives of the Holders of WARN Act Claims agree on a binding basis to such settlement as memorialized in the Plan Supplement, such Holders will receive the following treatment: (i) the allowance of the WARN Act Claims in the amount set forth in the Plan Supplement (the "Allowed WARN Act Claims"); (ii) the certification of a class pursuant to Fed. R. Bankr. P. 7023 with respect to the Allowed WARN Act Claims; (iii) the payment of an initial cash payment on the Effective Date on account of the Allowed WARN Act Claims to the designated class representative of such Allowed WARN Act Claims identified in the Plan Supplement to be distributed by such class representative to members of the class; and (iv) the payment of additional cash payments to the class representative to be distributed to members of the class as described in the Plan Supplement following the Effective Date on the occurrence of certain milestone events disclosed in the Plan Supplement until the Allowed WARN Act Claims are satisfied in full. In the event a settlement with Holders of WARN Act Claims is not reached, each WARN Act Claim shall be treated as either a Class 1

Priority Non-Tax Claim or a Class 5 General Unsecured Claim, as determined by an order of the Bankruptcy Court.

(c) Impairment and Voting. Class 3 is Impaired, and the Holders of Class 3 Claims are entitled to vote on the Plan.

9.4 Class 4—Settled Priority Claims.

(a) Classification. Class 4 consists of Settled Priority Claims.

(b) Treatment. This Combined Plan and Disclosure Statement proposes a settlement for Settled Priority Claims. Specifically, if Holders of a Settled Priority Claim agree on a binding basis to such settlement as memorialized in the Plan Supplement, such Holders will receive the following treatment: (a) the allowance of the Settled Priority Claim in the amount set forth in the Plan Supplement (the "Allowed Settled Priority Claim"); (b) the payment of the documented professional fees incurred by the Holder of the Allowed Settled Priority Claim, as agreed by the Debtors and disclosed in the Plan Supplement, on the Effective Date; and (c) the treatment of the Allowed Settled Priority Claim as a Class 5 General Unsecured Claim except for the foregoing payment of such documented professional fees on the Effective Date.

(c) Impairment and Voting. Class 4 is Impaired, and the Holders of the Class 4 Claims are entitled to vote on the Plan.

9.5 Class 5—General Unsecured Claims.

(a) Classification.

(i) Class 5A: Class 5A is comprised of all General Unsecured Claims.

(ii) Class 5B: Class 5B is comprised of Holders of Class 5A Claims that also contribute Direct Claims to the Direct Claims Trust. The treatment afforded Holders of Class 5B Claims is in addition to the treatment afforded them as Holders of Class 5A Claims.

(b) Treatment.

(i) Class 5A: Each Holder of an Allowed General Unsecured Claim shall receive in exchange for its Allowed General Unsecured Claim, its Pro Rata share of the Liquidating Trust Interests.

(ii) Class 5B: Each Contributing Direct Claim Holder shall receive, in exchange for its Direct Claims, and in addition to its Pro Rata share of the Liquidating Trust Interests, its share of the Direct Claims Trust Interests on account of such Direct Claims.

(c) Impairment and Voting. Class 5 is Impaired, and the Holders of Class 5A and Class 5B Claims are entitled to vote on the Plan as one combined Class 5 for voting purposes.

9.6 Class 6—Intercompany ClaimsClassification: Class 6 consists of all Intercompany Claims.

(b) Treatment: There shall be no Distribution on account of Intercompany Claims, except as necessary or appropriate for tax efficiency, provided, however, that no Distribution will be in Cash. Upon the Effective Date, all Intercompany Claims will be deemed cancelled, released, and discharged, subject to the foregoing.

(c) Impairment and Voting: Class 6 is Impaired and holders of Class 6 Claims are deemed to have rejected the Plan, and are not entitled to vote.

9.7 Class 7—InterestsClassification. Class 7 consists of all Interests.

(b) Treatment. There shall be no Distribution on account of Class 7 Interests. Upon the Effective Date, all Interests will be deemed cancelled and will cease to exist.

(c) Impairment and Voting. Holders of Interests are deemed to have rejected the Plan, and are not entitled to vote.

SECTION 10
DISTRIBUTIONS TO HOLDERS OF ALLOWED CLAIMS

10.1 Distribution Dates.

The Debtors or the Liquidating Trustee, as applicable, shall make Distributions to holders of Claims, and with respect to General Unsecured Claims, may, in their discretion, make a full or partial Pro Rata Distribution to the holders of General Unsecured Claims on the Initial Distribution Date or a Subsequent Distribution Date.

10.2 Subsequent Distributions.

Any Distribution not made on the Initial Distribution Date or a Subsequent Distribution Date because the Claim relating to such Distribution had not been Allowed on that Distribution Date shall be held by the Distribution Agent on any Subsequent Distribution Date after such Claim is Allowed. No interest shall accrue or be paid on the unpaid amount of any Distribution.

10.3 Distribution Record Date.

Except as otherwise provided in a Final Order of the Bankruptcy Court, the transferees of Claims that are transferred pursuant to Bankruptcy Rule 3001 on or prior to the Distribution Record Date will be treated as the holders of those Claims for all purposes, notwithstanding that any period provided by Bankruptcy Rule 3001 for objecting to the transfer may not have expired by the Distribution Record Date. The Distribution Agent shall have no obligation to recognize any transfer of any Claim occurring after the Distribution Record Date. In making any Distribution with respect to any Claim, the Distribution Agent shall be entitled instead to recognize and deal with, for all purposes hereunder, only the Entity that is listed on the proof of claim filed with respect thereto or on the Schedules as the holder thereof as of the close of business on the

Distribution Record Date and upon such other evidence or record of transfer or assignment that is known to the Distribution Agent as of the Distribution Record Date.

10.4 Manner of Cash Payments Under the Plan or Liquidating Trust Agreement.

Cash payments made pursuant to the Plan shall be in United States dollars by checks drawn on a domestic bank selected by the Distribution Agent, or by wire transfer from a domestic bank, at the option of the Distribution Agent.

10.5 Time Bar to Cash Payments by Check.

Checks issued by the Distribution Agent on account of Allowed Claims shall be null and void if not negotiated within 90 days after the date of issuance thereof. Requests for the reissuance of any check that becomes null and void pursuant to this Section shall be made directly to the Distribution Agent by the holder of the Allowed Claim to which the check was originally issued. Any Claim in respect of such voided check shall be made in writing on or before the later of six months from the Effective Date or 90 days after the date of issuance thereof. After that date, all Claims in respect of voided checks shall be discharged and forever barred and the proceeds of those checks shall revest in and become the property of the Liquidating Trust, as unclaimed property in accordance with section 347(b) of the Bankruptcy Code.

10.6 Liquidating Trust Assets Accounts.

Unless otherwise provided in the Confirmation Order, the Liquidating Trust Assets Account shall be invested by the Liquidating Trustee in a manner consistent with the objectives of section 345(a) of the Bankruptcy Code and in its reasonable and prudent exercise of discretion; provided, however, that in no event shall the Liquidating Trust Assets Account be invested in a manner that is inconsistent with the provisions of Revenue Procedure 94-45. The Liquidating Trustee shall have no obligation or liability to the Liquidating Trust Beneficiaries in connection with such investments in the event of any unforeseeable insolvency of any financial institution where such funds are held.

SECTION 11
PROCEDURES FOR RESOLVING DISPUTED CLAIMS

11.1 No Distributions Pending Allowance.

Notwithstanding any other provision of the Plan, the Debtors and the Liquidating Trustee, as applicable, shall not distribute any Cash or other property on account of any Disputed Claim unless and until such Claim becomes Allowed. Nothing contained herein, however, shall be construed to prohibit or require payment or Distribution on account of any undisputed portion of a Claim.

11.2 Resolution of Disputed Claims.

Unless otherwise ordered by the Bankruptcy Court after notice and a hearing, subject to the Liquidating Trust Agreement, the Liquidating Trustee shall have the right to make, file, prosecute, settle, withdraw, or resolve objections to Claims.

The costs of pursuing the objections to Claims shall be borne by the Liquidating Trust. From and after the Confirmation Date, all objections with respect to Disputed Claims shall be litigated to a Final Order except to the extent, the Liquidating Trustee elects to withdraw any such objection or the Liquidating Trustee and the Claimant elect to compromise, settle, or otherwise resolve any such objection, in which event they may settle, compromise, or otherwise resolve any Disputed Claim or Disputed Interest without approval of the Bankruptcy Court.

11.3 Objection Deadline.

All objections to Claims shall be filed and served upon the Claimant not later than the Claims Objection Deadline, as such may be extended by order of the Bankruptcy Court.

11.4 Estimation of Claims.

At any time, (a) prior to the Effective Date, the Debtors, and (b) after the Effective Date, the Liquidating Trustee may request that the Bankruptcy Court estimate any contingent or unliquidated Claim to the extent permitted by section 502(c) of the Bankruptcy Code regardless of whether the Debtors or the Liquidating Trust have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall have jurisdiction to estimate any Claim at any time during Litigation concerning any objection to such Claim, including during the pendency of any appeal relating to any such objection. If the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on the Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the Claim, the Debtors or the Liquidating Trustee, as applicable, may elect to pursue supplemental proceedings to object to the ultimate allowance of the Claim. All of the aforementioned Claims objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdraw, or resolved by any mechanism of the Bankruptcy Court.

11.5 Disallowance of Claims.

Except as otherwise agreed or ordered by the Bankruptcy Court, any and all proofs of claim filed after the Bar Date shall not be treated as an Allowed Claim for purposes of Distribution without any further notice or action, and holders of such Claims may not receive any Distributions on account of such Claims, unless on or before the Confirmation Date the Bankruptcy Court has entered an order deeming such Claim to be timely filed.

Any Claims held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or Entities that are transferees of transfers avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, provided that such Cause of Action is retained by the Liquidating Trust shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and holders of such Claims may not receive any Distributions on account of such Claims until such time as such Causes of Action the Debtors hold or may hold against any Entity have been resolved or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Estates by that Entity have been turned over or paid to the Debtors or the Liquidating Trust.

11.6 Adjustment to Claims Register Without Objection.

Any Claim that has been paid or satisfied, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register at the direction of the Debtors or the Liquidating Trustee, as applicable, without an objection filed and without further notice to or action, order, or approval of the Bankruptcy Court.

11.7 Reserve Provisions for Disputed Claims.

On or by each Distribution Date, the Debtors or the Liquidating Trustee, as applicable, shall reserve Cash required for distribution on Disputed Claims as if such Claims were Allowed as filed with any Disputed Claims that are unliquidated or contingent being reserved in an amount reasonably determined by the Debtors or the Liquidating Trustee (the "Disputed Claim Reserve").

The property in the Disputed Claim Reserve shall be held in trust for the benefit of the holders of Disputed Claims that are ultimately determined to be Allowed. Each Disputed Claim Reserve shall be closed and extinguished when all Distributions and other dispositions of Cash of other property required to be made hereunder will have been made in accordance with the terms of the Plan.

11.8 Rounding.

Whenever any payment of a fraction of a cent would otherwise be called for, the actual distribution shall reflect a rounding of such fraction down to the nearest cent.

11.9 No Cash Payments of Less Than $100 on Account of Allowed Claims.

Notwithstanding anything herein to the contrary, except with respect to Administrative Claims, Priority Tax Claims, Priority Non-Tax Claims and Other Secured Claims, if a Distribution to be made to a holder of an Allowed Claim on the Initial Distribution Date or any Subsequent Distribution Date would be $100 or less in the aggregate, no such Distribution will be made to that holder unless a request therefor is made in writing to the Distribution Agent. If such request is made, such Cash shall be held for such holder until the earlier of (i) the next time an interim distribution is made to the holders of Allowed Claims (unless the distribution would still be less than $100, in which case this Section shall again apply), or (ii) the date on which Final Distributions are made to the holders of Allowed Claims.

11.10 Delivery of Distributions and Unclaimed Property.

Subject to Bankruptcy Rule 9010 and except as otherwise provided herein, Distributions to the holders of Allowed Claims shall be made at (a) the address of each Claimant as set forth in the Schedules, unless superseded by the address set forth on proof(s) of claim filed by such Claimant, or (b) the last known address of such Claimant if no proof of claim is filed or the Debtors or the Liquidating Trustee have been notified in writing of a change of address. If any Distribution is returned as undeliverable, the Distribution Agent may, in its discretion, make reasonable efforts to determine the current address of the holder of the Claim with respect to which the Distribution was made, but no Distribution to any such holder shall be made unless and until the Distribution Agent has determined the then-current address of such holder, at which time the Distribution to

such holder shall be made without interest. Amounts in respect of any undeliverable Distributions shall be returned to, and held in trust by, the Distribution Agent, until the Distributions are claimed or are deemed to be unclaimed property under section 347(b) of the Bankruptcy Code. The Distribution Agent shall have the discretion to determine how to make Distributions in the most efficient and cost-effective manner possible; *provided, however*, that its discretion may not be exercised in a manner inconsistent with any express requirements of the Plan or, if applicable, the Liquidating Trust Agreement. On or about the time that the Final Distribution is made, the Distribution Agent may make a charitable donation with undistributed funds if, in its reasonable judgment, the cost of calculating and making the Final Distribution of the remaining funds is excessive in relation to the benefits to the holders of Claims that would otherwise be entitled to such Distributions, and such charitable donation is provided to an entity not otherwise related to the Debtors or the Liquidating Trustee. Except with respect to property not distributed because it is being held in a Disputed Reserve, Distributions that are not claimed by the later of the expiration of six (6) months from the Effective Date or (90) days after the date of a Distribution shall be deemed to be unclaimed property under section 347(b) of the Bankruptcy Code and shall vest or revest in the Liquidating Trust, and the Claims with respect to which those Distributions are made shall be automatically cancelled. After the expiration of that period, the claim of any Entity to those Distributions shall be cancelled. Nothing contained in the Plan shall require the Debtors or the Liquidating Trust to attempt to locate any holder of an Allowed Claim. All funds or other property that vest or revest in the Liquidating Trust pursuant to this Section shall be distributed to the other holders of Allowed Claims in accordance with the provisions of the Plan or the Liquidating Trust Agreement, as applicable.

The Distribution Agent may require any Claimant to provide a duly executed IRS Form W-9 or such other documentation or information as the Distribution Agent reasonably deems necessary to effectuate a Distribution. If a Claimant fails to provide the requested information within ninety (90) days after written request, the Distribution Agent may, in its discretion, deem the Distribution to such Claimant undeliverable and administer such Distribution in accordance with the terms of the Plan.

11.11 Books and Records.

The Debtors shall transfer dominion and control over all of their books and records, in whatever form, manner or media, to the Liquidating Trustee on or as soon as reasonably practicable after the Effective Date.

SECTION 12
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

12.1 Rejection / Assumption.

Except with respect to (i) executory contracts or unexpired leases that were previously assumed or rejected by order of the Bankruptcy Court, (ii) executory contracts or unexpired leases that are the subject of a pending motion to assume or reject, pursuant to section 365 of the Bankruptcy Code, or (iii) executory contracts or unexpired leases that are scheduled by the Debtors to be assumed as of the Effective Date, as set forth in the Plan Supplement, on the Effective Date,

each executory contract and unexpired lease entered into by the Debtors prior to the Petition Date that has not previously expired or terminated pursuant to its own terms shall be deemed rejected pursuant to section 365 of the Bankruptcy Code; *provided, however*, that nothing in this Section shall cause the rejection, breach, or termination of any contract of insurance benefiting the Debtors and the Estates, the Debtors' officers, managers and directors and/or the Liquidating Trust. The Confirmation Order shall constitute an order of the Bankruptcy Court approving such rejections pursuant to section 365 of the Bankruptcy Code, as of the Effective Date. Nothing in this Section shall be construed as an acknowledgement that a particular contract or agreement is executory or is properly characterized as a lease.

The non-Debtor parties to any rejected personal property leases shall be responsible for taking all steps necessary to retrieve the personal property that is the subject of such executory contracts and leases, and neither the Debtors nor the Liquidating Trust shall bear any liability for costs associated with such matters.

12.2 Rejection Claims.

All proofs of claim with respect to Claims arising from the rejection of executory contracts or unexpired leases pursuant to Confirmation of the Plan, if any, must be filed with the Claims Agent within thirty (30) days after the earlier of the Effective Date or an order of the Bankruptcy Court approving such rejection. Any Claim arising from the rejection of an executory contract or unexpired lease pursuant to Confirmation of the Plan that is not filed within such times will be subject to objection. All such Claims for which Proofs of Claim are timely and properly filed and ultimately Allowed will be treated as General Unsecured Claims.

12.3 Insurance Policies.

Notwithstanding anything to the contrary contained herein, Confirmation of the Plan shall not discharge, impair or otherwise modify any obligations of the Insurance Policies. To the extent one or more of the Insurance Policies provide potential coverage related to one or more Causes of Action the Debtors hold or may hold against any Entity, the Debtors shall, to the extent permissible under each Insurance Policy, assign all of their rights thereunder with respect to such Causes of Action to the Liquidating Trust. All net proceeds (including, for the avoidance of doubt, net of any deductibles or retentions) of Insurance Policies received by the Liquidating Trust or Direct Claims Trust shall be treated as proceeds of such Causes of Action for all purposes under the Plan. Neither the Debtors nor the Committee shall take any action to or otherwise impair the Insurance Policies. Nothing herein shall diminish or impair the enforceability of the Insurance Policies and related agreements that may cover Claims and Causes of Action against the Debtors or any other Entity.

SECTION 13
MEANS FOR IMPLEMENTATION OF THE PLAN

13.1 General Settlement of Claims and Interests. Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, Distributions, releases, and other benefits provided under the Plan, upon the Effective Date, settlements contained in the Plan shall constitute a good-faith compromise and settlement of all

Claims and Interests and controversies resolved pursuant to the relevant Plan provisions. The Plan shall be deemed a motion to approve the good-faith compromise and settlement of all such Claims, Interests, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromises and settlements under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlements and compromises are fair, equitable, reasonable, and in the best interests of the Debtors and the Estates. All Plan Distributions made to holders of Allowed Claims and Allowed Interests (as applicable) in any Class are intended to be and shall be final. For the avoidance of doubt, the Plan itself shall not be deemed to be a settlement.

13.2 Dissolution of Debtors. As soon as practicable, the Debtors shall be dissolved, without any further action required on the part of the Debtors or the Debtors' members, managers, officers, directors, interest holders, and/or any other parties; provided, however, the Liquidating Trustee in his or her discretion shall be authorized to take any and all actions necessary or desirable in relation to dissolution of the Debtors. On the Effective Date, the employment, retention, appointment and authority of all managers, officers, directors, employees and professionals of the Debtors shall be deemed to terminate: except for certain employees that may be necessary as determined by the Liquidating Trustee and as otherwise set forth herein. Pending the Debtors' dissolution, the Liquidating Trustee shall act as the Debtors' authorized representative (the "Authorized Representative"). The Authorized Representative shall (i) liquidate any remaining assets, the liquidation of which requires action by the Debtors or its employees and (ii) determine the date for the Debtors' dissolution.

13.3 Trusts.

(a) Appointment of the Liquidating Trustee. The Committee shall select the initial Liquidating Trustee, with the consent of the Debtors which may not be unreasonably withheld,. The Liquidating Trustee shall also serve as the Direct Claims Trustee, in accordance with the Direct Claims Trust Agreement. From and after the Effective Date, professionals may be retained by the Liquidating Trustee as set forth in the Liquidating Trust Agreement, without further need for documentation or Bankruptcy Court approval. All fees and expenses incurred by the professionals retained by the Liquidating Trustee following the Effective Date shall be paid by the Liquidating Trust from the Liquidating Trust Assets in accordance with the Liquidating Trust Agreement; provided, however, that any such fees and expenses attributable to the WARN Act Claim Reserve Account, as determined by the Liquidating Trustee in its reasonable discretion, shall be paid only out of assets held in the WARN Act Claim Reserve Account.

(b) On the Effective Date, the Liquidating Trust and the Direct Claims Trust shall be established for the following purposes and in accordance with the following terms, subject to the Liquidating Trust Agreement and the Direct Claims Trust Agreement, respectively:

(i) Liquidating Trust.

a. On the Effective Date, the Liquidating Trust shall be established in accordance with the Liquidating Trust Agreement for the purpose of liquidating and distributing the assets of the Estates, in accordance with 26 C.F.R. § 301.7701-4(d), this Plan, the Liquidating Trust Agreement, the

Confirmation Order, and the Bankruptcy Code's priority scheme, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Liquidating Trust. The primary functions of the Liquidating Trust are as follows: (i) to liquidate, sell, or dispose of the Liquidating Trust Assets; (ii) to cause all net proceeds of the Liquidating Trust Assets, including proceeds of Causes of Action on behalf of the Liquidating Trust, to be deposited into the Liquidating Trust; (iii) to initiate actions to resolve any remaining issues regarding the allowance and payment of Claims including, as necessary, initiation and/or participation in proceedings before the Court; (iv) to take such actions as are necessary or useful to maximize the recoveries to the Liquidating Trust Beneficiaries; (v) to effectuate the wind-down of the Debtors as set forth in the Plan; and (vi) in its capacity as Distribution Agent, to make the payments and distributions to Holders of Allowed Claims, including Holders of Allowed Administrative, Priority, and General Unsecured Claims. The Liquidating Trustee will pay post-Effective Date costs and expenses of the Liquidating Trust and Direct Claims Trust in accordance with the Trust Budget, which may be amended with the consent of the Oversight Committee. All Avoidance Actions that do not constitute "IP and Customer Claims" (as defined in the FlexGen APA) will vest in the Liquidating Trust to the extent identified on a retained action schedule (to be provided in the Plan Supplement); provided, however, that specified avoidance actions against Holders of General Unsecured Claims may be excluded from the retained action schedule in the discretion of the Committee.

(ii) Direct Claims Trust.

b. On the Effective Date, the Direct Claims Trust shall be established in accordance with the Direct Claims Trust Agreement for the purpose of receiving and monetizing the Direct Claims Trust Assets. Pursuant to the Direct Claims Trust Agreement, all Holders of General Unsecured Claims with affirmative, direct claims against non-Debtor parties who are not Released Parties hereunder (the "Direct Claims") related to or in connection with these Chapter 11 cases, including those which may be asserted against the Debtors' Prepetition Lenders and their affiliates, or the former directors, officers, shareholders or insiders of the Debtors, or the prepetition advisors or professionals retained by the Debtors in each case to the extent they are not otherwise Released Parties hereunder, that have not made an election on their Ballot as of the Voting Deadline to opt out of contributing such Direct Claims to the Direct Claims Trust (each contributor, a "Contributing Direct Claim Holder") shall be deemed, without further action required, to have contributed to the Direct Claims Trust all of their Direct Claims and any privileges related to such Direct Claims (collectively, the "Direct Claims Trust Assets"); provided that a Contributing Direct Claim Holder may at any time thereafter either (a) withdraw its Direct Claim(s) from the Direct Claims Trust or (b) choose not to participate in the litigation of such

claim(s), in each case as and to the extent permitted by applicable law and in accordance with the terms of the Direct Claims Trust Agreement. For the avoidance of doubt, no Direct Claim against a Released Party hereunder shall be contributed to or brought by the Direct Claims Trust against a Released Party; provided, that, nothing herein shall prohibit a third party that opts out of the Third Party Release from bringing a direct claim on its own behalf (and at its own cost and expense) against any party.

c. The Direct Claims Trustee shall have the exclusive right to investigate, prosecute, settle and resolve any of the Direct Claims which constitute Direct Claims Trust Assets until such time, if any, that such Direct Claims are withdrawn from the Direct Claims Trust. Contributing Direct Claim Holders shall use reasonable efforts to cooperate with the Direct Claims Trustee in the prosecution of their respective Direct Claims, including complying with discovery requests in accordance with applicable law.

d. Contributing Direct Claim Holders who incur expenses in connection with their Direct Claims, including producing documents, sitting for depositions, or testifying at trial, shall be reimbursed for such expenses by the Direct Claims Trust, subject to such restrictions as the Direct Claims Trust Agreement may provide. The Direct Claims Trust expenses will be advanced by the Liquidating Trust and will be repaid upon realization of a recovery of Direct Claims Trust Assets before distribution of any proceeds to the beneficiaries of the Direct Claims Trust or any cooperation payment to the Liquidating Trust as set forth herein.

e. Each Contributing Direct Claim Holder shall receive, in exchange for contributing its Direct Claims, its Direct Claims Trust Interests on account of such Direct Claims as set forth in the Direct Claims Trust Agreement. In the event that (i) the Liquidating Trust and the Direct Claims Trust prosecute related claims against a single defendant, (ii) a recovery is received related to such claims, and (iii) the Liquidating Trustee determines in his or her commercially reasonable judgment that there is no clear allocation of such recovery between claims brought by the Liquidating Trust and claims brought by the Direct Claims Trust, the Liquidating Trustee shall allocate such recovery to the Liquidating Trust and the Direct Claims Trust in accordance with the Direct Claims Trust Agreement.

(c) Liquidating Trust Assets. On the Effective Date, the Liquidating Trust Assets shall vest automatically in the Liquidating Trust. The Plan shall be considered a motion pursuant to sections 105, 363 and 365 of the Bankruptcy Code for such relief. The transfer of the Liquidating Trust Assets shall be made for the benefit and on behalf of the Liquidating Trust Beneficiaries. The assets comprising the Liquidating Trust Assets will be treated for tax purposes as being transferred by the Debtors to the Liquidating Trust Beneficiaries pursuant to the Plan in exchange for their Allowed Claims and then by the Beneficiaries to the Liquidating Trust in exchange for the beneficial interests in the Liquidating Trust. The Liquidating Trust Beneficiaries shall be treated as the grantors and owners of the Liquidating Trust. Upon the transfer of the

Liquidating Trust Assets, the Liquidating Trust shall succeed to all of the Debtors' rights, title and interest in the Liquidating Trust Assets, and the Debtors will have no further interest in or with respect to the Liquidating Trust Assets.

(d) Direct Claims Trust Assets. On the Effective Date, the Direct Claims Trust Assets shall vest automatically in the Direct Claims Trust. The Plan shall be considered a motion pursuant to sections 105, 363 and 365 of the Bankruptcy Code for such relief. The Beneficiaries of the Direct Claims Trust shall be treated as the grantors and owners of the Direct Claims Trust.

(e) Valuation. Except to the extent definitive guidance from the IRS or a court of competent jurisdiction (including the issuance of applicable Treasury Regulations or the receipt by the Liquidating Trustee of a private letter ruling if the Liquidating Trustee so requests one) indicates that such valuation is not necessary to maintain the treatment of the Liquidating Trust as a liquidating trust for purposes of the Internal Revenue Code and applicable Treasury Regulations, as soon as possible after the Effective Date, the Liquidating Trustee shall make a good-faith valuation of the Liquidating Trust Assets and such valuation shall be used consistently by all parties (including, without limitation, the Debtors, the Liquidating Trust, and the Liquidating Trust Beneficiaries) for all federal income tax purposes.

(f) Rights and Powers of the Liquidating Trustee. The Liquidating Trustee shall be deemed the Estates' representative in accordance with section 1123 of the Bankruptcy Code and shall have all the rights and powers set forth in the Liquidating Trust Agreement and the Direct Claims Trust Agreement, including, without limitation, the powers of a trustee under sections 704 and 1106 of the Bankruptcy Code and Bankruptcy Rule 2004 to act on behalf of the Liquidating Trust and the Direct Claims Trust. Without limiting the foregoing, the Liquidating Trustee will have the right to, among other things, (1) effect all actions and execute all agreements, instruments and other documents necessary to implement the provisions of the Plan, the Liquidating Trust Agreement, and the Direct Claims Trust Agreement; (2) liquidate the Liquidating Trust Assets and the Direct Claims Trust Assets; (3) investigate, prosecute, settle, abandon or compromise any Causes of Action the Debtors hold or may hold against any Entity; (4) make all Distributions in accordance with the Plan, the Liquidating Trust Agreement, and the Direct Claims Trust Agreement; (5) administer the Liquidating Trust and the Direct Claims Trust and pursue viable Causes of Action in accordance with the Plan and the Liquidating Trust Agreement and the Direct Claims Trust Agreement; (6) establish and administer any necessary reserves for Disputed Claims that may be required; (7) object to the Disputed Claims and prosecute, settle, compromise, withdraw or resolve in any manner approved by the Bankruptcy Court such objections; (8) assert or waive any attorney-client privilege on behalf of the Debtors and Estates with regard to acts or events during time periods prior to the Petition Date; and (9) employ and compensate professionals and other agents, including, without limitation, existing Professionals employed by the Debtors or the Committee in accordance with the Liquidating Trust Agreement or the Plan, *provided, however*, that any such compensation shall be made only out of the Liquidating Trust Assets, to the extent not inconsistent with the status of the Liquidating Trust as a liquidating trust within the meaning of Treas. Reg. § 301.7701-4(d) for federal income tax purposes.

(g) Oversight Committee. The Liquidating Trust and the Direct Claims Trust shall each have a separate oversight committee comprised of three members selected by the

Committee in its sole discretion (each, an "Oversight Committee," and together, the "Oversight Committees"). The Oversight Committees shall have approval rights over certain key decisions by the Liquidating Trustee or the Direct Claims Trustee, as applicable, all as set forth in the Plan Supplement. In the event of a conflict of interest between the Direct Claims Trust and the Liquidating Trust with respect to litigation strategy, settlement, or resource allocation, the Oversight Committees and the Liquidating Trustee will implement procedures to ensure that decisions are made consistent with the respective fiduciary duties owed to each trust, including, if necessary, recusal of conflicted members or consultation with independent counsel.

(h) Fees and Expenses of the Trusts. Expenses incurred by the Liquidating Trust, and the Direct Claims Trust, on or after the Effective Date shall be paid by the Liquidating Trustee, from the Liquidating Trust, in accordance with the Liquidating Trust Agreement, and Direct Claims Trust Agreement, as applicable, without further order of the Bankruptcy Court.

(i) Transfer of Beneficial Interests in the Trusts. Neither Liquidating Trust Interests nor Direct Claims Trust Interests shall be transferable except upon death of the interest holder or by operation of law. Neither Trust shall not have any obligation to recognize any transfer of Claims or Interests occurring after the Distribution Record Date.

(j) Effective Date Cash Transfers. On or as soon after the Effective Date as is reasonably practical, the Debtors shall use any available Cash to (i) fund payments to be made pursuant to or otherwise consistent with the Plan and the Confirmation Order, including distributions to holders of Allowed Administrative Claims, Priority Tax Claims, and Priority Non-Tax Claims and (ii) transfer to the Liquidating Trust the (A) Trust Funding Amount and (B) an amount necessary to establish appropriate reserves (including the Liquidating Trust Professional Fee Reserve) to pay Administrative Claims, Priority Tax Claim, and Priority Non-Tax Claims that become Allowed after the Effective Date (collectively, the "Effective Date Cash Transfers"). To the extent the Debtors' available Cash is insufficient to fund the Effective Date Cash Transfers, such transfers will be made pursuant to the terms hereof. Notwithstanding any other provision herein, the Effective Date Cash Transfers will be used in the first instance by the Liquidating Trustee to pay or reserve for all unpaid Administrative Claims, Priority Tax Claims, and Priority Non-Tax Claims (including any Disputed Claims until such Claims are resolved), prior to use of the available Cash for purposes of the Liquidating Trust. Subject to the restrictions set forth herein, the Liquidating Trust Assets will be used by the Liquidating Trustee to pay for the expenses of the Liquidating Trust in accordance with the Liquidating Trust Agreement.

On or as soon as practicable following the Effective Date, the Liquidating Trust Assets Account shall be opened by the Liquidating Trustee and funded with the amount set forth in clause (ii) of the first sentence of the preceding paragraph (the "Initial Trust Cash"), which shall constitute Liquidating Trust Assets.

(k) Certain Tax Matters.

(i) The Liquidating Trustee shall file tax returns for the Liquidating Trust as a grantor trust pursuant to Treasury Regulations Section 1.671-4(a) and in accordance with the Plan. The Liquidating Trust's items of taxable income, gain, loss, deduction, and/or credit (other than such items is respect of any assets allocable to, or retained on account of, Disputed

Claims) will be allocated to each holder in accordance with their relative ownership of Liquidating Trust Interests.

(ii) The Liquidating Trustee may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the Liquidating Trust for all taxable periods through the dissolution thereof. Nothing in this Article shall be deemed to determine, expand, or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

(iii) The Liquidating Trustee (1) may timely elect to treat any Liquidating Trust Assets allocable to Disputed Claims as a "disputed ownership fund" governed by Treasury Regulations Section 1.468B-9, and (2) to the extent permitted by applicable law, shall report consistently for state and local income tax purposes. If a "disputed ownership fund" election is made, all parties (including the Liquidating Trustee and the holders of Liquidating Trust Interests) shall report for U.S. federal, state, and local income tax purposes consistently with the foregoing. The Liquidating Trustee shall file all income tax returns with respect to any income attributable to a "disputed ownership fund" and shall pay the U.S. federal, state, and local income taxes attributable to such disputed ownership fund based on the items of income, deduction, credit, or loss allocable thereto.

13.4 Litigation.

Except as otherwise provided herein (including with respect to the Exculpation and Release provisions hereof), all Litigation is retained, vested in the Liquidating Trust, or Direct Claims Trust, as applicable, and preserved pursuant to section 1123(b) of the Bankruptcy Code. From and after the Effective Date, all Litigation will be prosecuted or settled by the Liquidating Trustee.

To the extent any Litigation is already pending on the Effective Date, the Liquidating Trustee will continue the prosecution of such Litigation and shall be substituted as plaintiff, defendant, or in any other capacity for the Debtors or the Estates pursuant to the Plan and the Confirmation Order on the Effective Date, without need for any further motion practice or notice in any case, action, or matter.

Although the Debtors and the Committee are unable to predict with certainty the value or outcome of any particular Litigation, the Liquidating Trustee will evaluate and pursue only those Causes of Action that, in the exercise of its reasonable judgment, are expected to yield a net positive recovery to the Liquidating Trust, taking into account the anticipated costs of prosecution, including Liquidating Trustee fees and expenses.

By way of example only, the following Causes of Action are currently known to the Debtors as of the date hereof and are expected to be pursued by the Liquidating Trustee:

- **Recovery of Receivables**. The Debtors are analyzing outstanding receivables to determine collectability; however, no assurance can be given as to the amount or timing of any recovery.

- **Cash Collateral Accounts**. The Debtors maintain certain cash collateral accounts securing bonds, credit card programs, and other financing obligations. The

Liquidating Trustee intends to seek turnover to the extent applicable of these accounts for the benefit of the Liquidating Trust.

- ***Powin LLC v. United States.*** Powin has asserted claims against the United States for refunds of tariffs it contends were improperly assessed and overpaid. The Liquidating Trustee intends to continue the prosecution of this action for the benefit of creditors.

- **Committee Investigations**. The Committee is investigating potential causes of action which might be asserted against third parties, and which might be held either by the Debtors or by individual claimants. Any estate claims and causes of action held by the Debtors, to the extent not released in the Plan, shall be automatically contributed to the Liquidating Trust for the benefit of all Holders of General Unsecured Claims in Class 5A. Any Direct Claims held by individual claimants shall be automatically contributed to the Direct Claims Trust to be pursued by the Direct Claims Trustee in their business judgment for the benefit of all Contributing Direct Claim Holders in Class 5B, unless such Holder has either (a) made an election on their Ballow as of the Voting Deadline to opt out of contributing such Direct Claims to the Direct Claims Trust, or (b) has withdrawn their Direct Claims contributed to the Direct Claims Trust in accordance with the Direct Claims Trust Agreement. The Committee's investigation is ongoing and at this time no further information can be provided regarding potential claims or causes of action, or the value thereof at this time.

13.5 Dissolution of the Committee.

On the Effective Date, the Committee will dissolve, and the members of the Committee and the Committee's Professionals will cease to have any role arising from or relating to the Chapter 11 Cases, except in connection with final fee applications of Professionals for services rendered prior to the Effective Date (including the right to object thereto). The Professionals retained by the Committee and the members thereof will not be entitled to assert any fee claims for any services rendered to the Committee or expenses incurred in the service of the Committee after the Effective Date, except for reasonable fees for services rendered, and actual and necessary costs incurred, in connection with any applications for allowance of Professional Fees pending on the Effective Date or filed and served after the Effective Date. Nothing in the Plan shall prohibit or limit the ability of the Committee's or Debtors' Professionals to represent the Liquidating Trustee or to be compensated or reimbursed per the Plan, the Liquidating Trust Agreement, and/or the Direct Claims Trust Agreement in connection with such representation.

13.6 Employee Payments.

On the Effective Date, the Debtors or the Liquidating Trustee shall be authorized to pay certain compensation to eligible employees (the "Employee Payments") in order to incentivize such employees to continue their employment with the Debtors throughout the wind-down period and to assist in the orderly implementation and effectuation of the Plan, which compensation shall be subject to approval by the Committee. The Employee Payments shall be made only to those

employees identified as eligible in, and shall be subject in all respects to, the terms and conditions set forth in the Plan Supplement.

13.7 WARN Act Settlement.

(a) Funding and Distribution of the WARN Act Claim Reserve. The WARN Act Claim Reserve shall be formed on the Effective Date and funded in the amount of [$●], consisting of (i) the Initial WARN Act Claim Reserve Amount, to be distributed on the Effective Date to the designated class representative of the Allowed WARN Act Claims identified in the Plan Supplement for the benefit of members of the class; and (ii) following the transfer of the Liquidating Trust Assets to the Liquidating Trust, [$●] in net recoveries from the liquidation of the Liquidating Trust Assets, to be distributed to the class representative for the benefit of members of the class as described in the Plan Supplement following the Effective Date on the occurrence of certain milestone events disclosed in the Plan Supplement until the Allowed WARN Act Claims are satisfied in full.

(b) Unused WARN Act Claim Reserve Funds. To the extent all or a portion of the funds in the WARN Act Claim Reserve are not used to pay WARN Act Claims (or taxes thereon), such unused funds shall be distributed in accordance with the terms of this Combined Plan and Disclosure Statement.

(c) Related Considerations. The WARN Act Claim Reserve does not limit in any manner the potential allowed amount of any WARN Act Claim, to which the Holders thereof and the Liquidating Trustee reserve all their respective rights. The WARN Act Claim Reserve funds shall be maintained and not disbursed until the WARN Action has been fully resolved pursuant to a further order of the Bankruptcy Court.

(d) Reservation of Rights. Notwithstanding the foregoing, the Liquidating Trustee reserves the right to object to, estimate, or otherwise resolve any WARN Act Claim, and the Holders of the WARN Act Claims reserve their rights to oppose any relief sought by the Liquidating Trustee.

(e) Certain Tax Matters.

(i) The WARN Act Claim Reserve Account is intended to be treated, and shall be reported, as a "qualified settlement fund" for U.S. federal income tax purposes and shall be treated consistently for state and local tax purposes to the extent applicable. The WARN Act Claims Administrator shall be the "administrator" of the WARN Act Claim Reserve Account within the meaning of Treasury Regulations section 1.468B-2(k)(3).

(ii) The WARN Act Claims Administrator shall be responsible for filing all tax returns of the WARN Act Claim Reserve Account and the payment, solely out of the assets of the WARN Act Claim Reserve Account, of any taxes due by or imposed on the WARN Act Claim Reserve Account. The WARN Act Claims Administrator shall ensure that any distributions made in respect of Claims that are in the nature of compensation for services are subject to appropriate payroll withholding and reporting, and that any applicable payroll taxes associated therewith (including employer-side and employee-side payroll taxes) are properly remitted. Any such taxes shall be payable solely out of the assets held in the WARN Act Claim Reserve Account.

SECTION 14
EFFECT OF CONFIRMATION

14.1 Binding Effect of the Plan.

The provisions of the confirmed Plan shall bind the Debtors, the Committee, the Liquidating Trust, the Direct Claims Trust, the Liquidating Trustee, any Entity acquiring property under the Plan, any Beneficiary, and any Creditor or Interest holder, whether or not such Creditor or Interest holder has filed a Proof of Claim or Interest in the Chapter 11 Cases, whether or not the Claim of such Creditor or the Interest of such Interest holder is impaired under the Plan, and whether or not such Creditor or Interest holder has accepted or rejected the Plan. All Claims and Debts shall be fixed and adjusted pursuant to the Plan. The Plan shall also bind any taxing authority, recorder of deeds, or similar official for any county, state, or Governmental Unit or parish in which any instrument related to under the Plan or related to any transaction contemplated under the Plan is to be recorded with respect to any taxes of the kind specified in section 1146(a) of the Bankruptcy Code.

14.2 Vesting of Property of Debtors on the Effective Date.

Upon the Effective Date, title to all property constituting Liquidating Trust Assets or Direct Claims Trust Assets (including, without limitation, all Causes of Action) of the Estates shall vest in the Liquidating Trust, or the Direct Claims Trust, as applicable, and shall be retained by the applicable Trust for the purposes contemplated under the Plan pursuant to the Liquidating Trust Agreement and/or the Direct Claims Trust Agreement, as applicable.

14.3 Property Free and Clear.

Except as otherwise provided in the Plan or the Confirmation Order, all property that shall vest in the Liquidating Trust, or the Direct Claims Trust, shall be free and clear of all Claims, Interests, Liens, charges, or other encumbrances of Creditors or Interest holders, other than as set forth herein, in the Liquidating Trust Agreement, in the Direct Claims Trust Agreement, and in relevant documents, agreements, and instruments contained in the Plan Supplement. Following the Effective Date, the Liquidating Trustee may transfer and dispose of any such property free of any restrictions imposed by the Bankruptcy Code or the Bankruptcy Rules and without further approval of the Bankruptcy Court or notice to Creditors, except as may otherwise be required under the Plan or the Confirmation Order.

SECTION 15
EXCULPATIONS, INJUNCTIONS, AND RELEASES

This Combined Plan and Disclosure Statement contains certain releases, exculpations, and injunction language. Parties are urged to read these provisions carefully to understand how Confirmation and consummation of the Plan will affect any Claim, interest, right, or action with regard to the Debtor and certain third parties.

THE COMBINED PLAN AND DISCLOSURE STATEMENT SHALL BIND ALL HOLDERS OF CLAIMS AGAINST THE DEBTORS TO THE FULLEST EXTENT

AUTHORIZED OR PROVIDED UNDER THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE AND ALL OTHER APPLICABLE LAW

15.1 Exculpation.

The Exculpated Parties will neither have nor incur any liability to any entity for any action in good faith taken or omitted to be taken between the Petition Date and Effective Date in connection with or related to the Chapter 11 Cases, the sale or other disposition of the Debtors' assets or the formulation, preparation, dissemination, implementation, Confirmation, or Consummation of the Plan, the Disclosure Statement, or any agreement created or entered into in connection with the Plan; *provided*, *however*, that this limitation will not affect or modify the obligations created under the Plan, or the rights of any holder of an Allowed Claim to enforce its rights under the Plan, and shall not release any action (or inaction) constituting willful misconduct, fraud, bad faith, or gross negligence (in each case subject to determination by final order of the Bankruptcy Court); *provided that* any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Plan, and such reasonable reliance shall form a defense to any such claim, Cause of Action, or liability. Without limiting the generality of the foregoing, each Exculpated Party shall be entitled to and granted the protections of section 1125(e) of the Bankruptcy Code.

15.2 Releases.

(a) **Debtor Releases**.

Notwithstanding anything in the Combined Plan and Disclosure Statement to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after and subject to the occurrence of the Effective Date, the Debtors and the Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any cause of action, by, through, for, or because of the foregoing entities (collectively, the "Debtor/Estate Releasors"), shall release (the "Debtor/Estate Release") each Released Party, and each Released Party is deemed released by the Debtor/Estate Releasors from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtor/Estate Releasors, as applicable, whether known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, existing or hereinafter arising, in law, equity, or otherwise, that the Debtor/Estate Releasors would have been legally entitled to assert in its own right, or on behalf of the holder of any Claim or Interest or other entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Debtors' liquidation, the Chapter 11 Cases, the purchase, sale, transfer of any security, asset, right, or interest of the Debtors and the ownership thereof, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtors and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of, or solicitation of votes on, the Combined Plan and Disclosure

Statement or related agreements, instruments, or other documents, or any other act or omission, transaction, agreement, event, or other occurrence taking place on and before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, actual fraud, bad faith, or gross negligence (in each case subject to determination of such by final order of a court of competent jurisdiction) but in all respects such Released Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan; provided, that the foregoing Debtor/Estate Release shall not operate to waive or release any obligations of any party under the Plan or any other document, instrument, or agreement executed to implement the Plan; and further provided that nothing herein shall act as a discharge of the Debtor.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, of the Debtor/Estate Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor/Estate Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) in the best interests of the Debtors and all holders of Claims and Interests; (c) fair, equitable, and reasonable; (d) given and made after due notice and opportunity for hearing; and (e) a bar to any of the Debtor/Estate Releasors asserting any Claim or Cause of Action released pursuant to the Debtor/Estate Release.

(b) **Third Party Release**.

Notwithstanding anything in the Plan to the contrary, on and after and subject to the occurrence of the Effective Date, each of the Releasing Parties shall release (the "Third Party Release") each Released Party, and each of the Debtors, the Estates, and the Released Parties shall be deemed released from, any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of any of the Debtors or the Estates, as applicable, whether known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Debtors' liquidation, the Chapter 11 Cases, the purchase, sale, transfer of any security, asset, right, or interest of the Debtors and the ownership thereof, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Combined Plan and Disclosure Statement, the business or contractual arrangements between the Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of, or solicitation of votes on, the Combined Plan and Disclosure Statement or related agreements, instruments, or other documents, any other act or omission, transaction, agreement, event, or other occurrence taking place on and before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, actual fraud, bad faith, or gross negligence (in each case subject to determination of such by final order of a court of competent jurisdiction) but in all respects such Released Parties shall

be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Combined Plan and Disclosure Statement. Notwithstanding anything to the contrary in the foregoing, the Third Party Release shall not release any obligations of any party under the Combined Plan and Disclosure Statement or any other document, instrument, or agreement executed to implement the Combined Plan and Disclosure Statement. For the avoidance of doubt, the Third Party Release shall not be effective upon any party that executes and returns a Release Opt-Out Election Form in accordance with the terms of this Combined Plan and Disclosure Statement.

15.3 Injunction.

In implementation of the Plan, except as otherwise expressly provided in the Confirmation Order or the Plan, and except in connection with the enforcement of the terms of the Plan or any documents provided for or contemplated in the Plan, all entities who have held, hold or may hold Claims against or Interests in the Debtors, the Liquidating Trust, the Direct Claims Trust, or the Estates that arose prior to the Effective Date are permanently enjoined from: (a) commencing or continuing in any manner, directly or indirectly, any action or other proceeding of any kind against the Debtors, the Estates, the Liquidating Trust, the Direct Claims Trust, or any of such Trusts' Assets with respect to any such Claim or Interest; (b) the enforcement, attachment, collection, or recovery by any manner or means, directly or indirectly, of any judgment, award, decree, or order against the Debtors, the Estates, the Liquidating Trust, the Direct Claims Trust, or any of Such Trusts' Assets with respect to any such Claim or Interest; (c) creating, perfecting, or enforcing, directly or indirectly, any Lien or encumbrance of any kind against the Debtors, the Estates, the Liquidating Trust, the Direct Claims Trust, or any of such Trusts' Assets with respect to any such Claim or Interest; and (d) any act, in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan with respect to such Claim or Interest. Nothing contained in this Section shall prohibit the holder of a timely filed Proof of Claim from litigating its right to seek to have such Claim declared an Allowed Claim and paid in accordance with the distribution provisions of the Plan, or enjoin or prohibit the interpretation or enforcement by the Claimant of any of the obligations of the Debtors or any Trust under the Plan. Notwithstanding any other provision of this Plan, the Debtors shall not receive a discharge pursuant to Bankruptcy Code section 1141(d)(3).

15.4 Post-Confirmation Liability of Liquidating Trustee.

The Liquidating Trustee, together with its consultants, agents, advisors, attorneys, accountants, financial advisors, other representatives and the professionals engaged by the foregoing (collectively, the "Indemnified Parties") shall not be liable for any and all liabilities, losses, damages, claims, Causes of Action, costs and expenses, including but not limited to attorneys' fees arising out of or due to their actions or omissions, or consequences of such actions or omissions, to the holders of Claims or Interests for any action or inaction in connection with the performance or discharge of their duties under the Plan, except the Indemnified Parties will be liable for actions or inactions that constitute willful misconduct, fraud, bad faith, or gross negligence (in each case subject to determination of such by final order of a court of competent jurisdiction). However, any act or omission taken with the approval of the Bankruptcy Court, and not inconsistent therewith, will be conclusively deemed not to constitute willful misconduct, fraud,

bad faith, or gross negligence. In addition, the Liquidating Trust, the Direct Claims Trust, and the Estates shall, to the fullest extent permitted by the laws of the State of New Jersey, indemnify and hold harmless the Indemnified Parties from and against and with respect to any and all liabilities, losses, damages, claims, costs and expenses, including but not limited to attorneys' fees arising out of or due to their actions or omissions, or consequences of such actions or omissions, with respect to the Liquidating Trust, the Direct Claims Trust, and the Estates or the implementation or administration of the Plan if the Indemnified Party acted in good faith and in a manner reasonably believed to be in or not opposed to the best interest of the Liquidating Trust, the Direct Claims Trust, and the Estates. To the extent the Liquidating Trust or the Direct Claims Trust indemnifies and holds harmless the Indemnified Parties as provided above, the legal fees and related costs incurred by counsel to the Liquidating Trustee in monitoring and participating in the defense of such claims giving rise to the right of indemnification shall be paid as Liquidating Trust Expenses. All rights of the Persons indemnified pursuant hereto shall survive confirmation of the Plan. For the avoidance of doubt, the Liquidating Trustee shall not be deemed an Exculpated Party under this Plan, nor shall this provision be read to grant the Liquidating Trustee an exculpation under this Plan.

15.5 Preservation of Rights of Action.

(a) Vesting of Causes of Action.

Except as otherwise provided in the Plan or Confirmation Order, including any Cause of Action that is expressly waived, relinquished, exculpated, released, settled, or compromised under the Plan or Confirmation Order (including, without limitation, pursuant to the Debtor/Estate Release), (i) in accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that the Debtors hold or may hold against any Entity shall vest upon the Effective Date in the Liquidating Trust or Direct Claims Trust, as applicable; (ii) after the Effective Date, the Liquidating Trustee shall have the exclusive right to institute, prosecute, abandon, settle, or compromise any Causes of Action the Estates hold or may hold against any Entity constituting Liquidating Trust Assets or Direct Claims Trust Assets, in accordance with the terms of the Plan, the Liquidating Trust Agreement, or the Direct Claims Trust Agreement, as applicable, and without further order of the Bankruptcy Court, in any court or other tribunal, including, without limitation, in an adversary proceeding filed in the Chapter 11 Cases; and (iii) Causes of Action and recoveries therefrom shall remain the sole property of the Liquidating Trust or the Direct Claims Trust, as applicable, and holders of Claims shall have no direct right or interest in to any such Causes of Action or recoveries.

(b) Preservation of All Causes of Action Not Expressly Settled or Released.

Unless a Cause of Action against a holder of a Claim or other Entity is expressly waived, relinquished, released, compromised, or settled in the Plan (including, without limitation, pursuant to the Debtor/Estate Release) and/or or any Final Order (including the Confirmation Order), the Debtors and the Liquidating Trustee expressly reserve such retained Cause of Action for later adjudication by the Debtors or the Liquidating Trustee, as applicable (including, without limitation, Causes of Action not specifically identified or described in the Plan Supplement or elsewhere, or of which the Debtors may be presently unaware, or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time, or facts or

circumstances that may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable, or otherwise) or laches shall apply to such Causes of Action upon or after the entry of the Confirmation Order or Effective Date based on the Disclosure Statement, Plan, or Confirmation Order, except where such Causes of Action have been released or otherwise resolved by a Final Order (including the Confirmation Order). In addition, the Debtors and Liquidating Trustee expressly reserve the right to pursue or adopt claims alleged in any lawsuit in which a Debtor is a defendant or interested party against any Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

Subject to the immediately preceding paragraph, any Entity to which the Debtors have incurred an obligation (whether on account of services, the purchase or sale of goods, or otherwise), or that has received services from the Debtors or a transfer of money or property of the Debtors, or that has received services from the Debtors or a transfer or money or property of the Debtors, or that has transacted business with the Debtors, or that has leased property from the Debtors, should assume and is hereby advised that any such obligation, transfer, or transaction may be reviewed by the Liquidating Trustee subsequent to the Effective Date and may be the subject of an action after the Effective Date, regardless of whether (i) such Entity has filed a proof of claim against the Debtors in the Chapter 11 Cases; (ii) the Debtors or Liquidating Trustee have objected to any such Entity's proof of claim; (iii) any such Entity's Claim was included in the Schedules; (iv) the Debtors or Liquidating Trustee have objected to any such Entity's scheduled Claim; (v) any such Entity's scheduled Claim has been identified by the Debtors or Liquidating Trustee as disputed, contingent, or unliquidated; or (vi) the Debtors have identified any potential claim or Cause of Action against such Entity herein.

15.6 No Discharge.

Nothing contained in the Combined Plan and Disclosure Statement shall be deemed to constitute a discharge of the Debtors under section 1141(d)(3) of the Bankruptcy Code.

SECTION 16
CERTAIN RISK FACTORS, TAX CONSEQUENCES, AND OTHER DISCLOSURES

16.1 Certain Risk Factors to be Considered.

THE COMBINED PLAN AND DISCLOSURE STATEMENT AND ITS IMPLEMENTATION ARE SUBJECT TO CERTAIN RISKS, INCLUDING, BUT NOT LIMITED TO, THE RISK FACTORS SET FORTH BELOW. HOLDERS OF CLAIMS WHO ARE ENTITLED TO VOTE ON THE COMBINED PLAN AND DISCLOSURE STATEMENT SHOULD READ AND CAREFULLY CONSIDER THE RISK FACTORS, AS WELL AS THE OTHER INFORMATION SET FORTH IN THE COMBINED PLAN AND DISCLOSURE STATEMENT AND THE DOCUMENTS DELIVERED TOGETHER HEREWITH OR REFERRED TO OR INCORPORATED BY REFERENCE HEREIN, BEFORE DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE COMBINED PLAN AND DISCLOSURE STATEMENT. THESE FACTORS SHOULD NOT, HOWEVER, BE

REGARDED AS CONSTITUTING THE ONLY RISKS INVOLVED IN CONNECTION WITH THE COMBINED PLAN AND DISCLOSURE STATEMENT AND ITS IMPLEMENTATION.

(a) The Combined Plan and Disclosure Statement May Not Be Accepted.

The Debtors and Committee can make no assurances that the requisite acceptances of the Combined Plan and Disclosure Statement will be received, and the Debtors may need to obtain acceptances of an alternative plan for the Debtors, or otherwise, that may not have the support of the creditors and/or may be required to liquidate the Estates under chapter 7 of the Bankruptcy Code. There can be no assurance that the terms of any alternative arrangement or plan would be similar to or as favorable to creditors as those proposed in the Combined Plan and Disclosure Statement.

(b) The Combined Plan and Disclosure Statement May Not Be Confirmed.

Even if the Debtors receive the requisite acceptances, there is no assurance that the Bankruptcy Court, which may exercise substantial discretion as a court of equity, will confirm the Combined Plan and Disclosure Statement. Even if the Bankruptcy Court determined that the Combined Plan and Disclosure Statement and the balloting procedures and results were appropriate, the Bankruptcy Court could still decline to confirm the Combined Plan and Disclosure Statement if it finds that any of the statutory requirements for confirmation had not been met. As is described in greater detail herein, section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan. While, as more fully set forth herein, the Debtors believe that the Combined Plan and Disclosure Statement complies with or will comply with all such requirements, there can be no guarantee that the Bankruptcy Court will agree.

Section 1129(a) of the Bankruptcy Code requires that, except to the extent that the holder of an Administrative Claim agrees to a different treatment of such claim, holders of Administrative Claims receive on account of such claim cash equal to the allowed amount of such claim (i.e., "with respect to a claim of a kind specified in section 507(a)(2) or 507(a)(3) of this title, on the effective date of the plan, the holder of such will receive on account of such claim cash equal to the allowed amount of such claim."). In these chapter 11 cases, the requests for Administrative Claims filed by the Administrative Expense Bar Date exceed the Debtors' estimate of Allowed Administrative Claims and are the subject of ongoing review and reconciliation by the Debtors. The Debtors will seek to reach an agreement on those Administrative Claims and/or object to those requests if appropriate; however, there is no guarantee that holders of Administrative Claims will agree to a different treatment and/or the Court will sustain each or all of the objection(s) filed by the Debtors, if any.

Moreover, there can be no assurance that modifications to the Combined Plan and Disclosure Statement will not be required for Confirmation or that such modifications would not necessitate the re-solicitation of votes. If the Combined Plan and Disclosure Statement is not confirmed, it is unclear what distributions holders of Claims ultimately would receive with respect to their Claims in a subsequent plan of liquidation. If an alternative could not be agreed to, it is possible that the Debtors would have to liquidate their remaining assets in chapter 7, in which case it is likely that the holders of Allowed Claims would receive substantially less favorable treatment than they would receive under the Combined Plan and Disclosure Statement.

(c) Distributions to Holders of Allowed Claims Under the Combined Plan and Disclosure Statement May be Inconsistent with Projections.

Projected Distributions are based upon good faith estimates of the total amount of Claims ultimately Allowed and the funds available for Distribution. There can be no assurance that the estimated Claim amounts set forth in the Combined Plan and Disclosure Statement are correct. These estimated amounts are based on certain assumptions with respect to a variety of factors. Both the actual amount of Allowed Claims in a particular Class and the funds available for distribution to such Class may differ from the Debtors' estimates. If the total amount of Allowed Claims in a Class is higher than the Debtors' estimates, or the funds available for distribution to such Class are lower than the Debtors' estimates, the percentage recovery to holders of Allowed Claims in such Class will be less than projected.

(d) Estimated Recoveries for General Unsecured Claims are Difficult to Predict and May be Inconsistent with Projections.

The estimated recoveries for General Unsecured Claims are derived from the Debtors' books and records and related financial data. While the Debtors have undertaken reasonable diligence to ensure the accuracy of these estimates, such figures are inherently based on numerous assumptions and remain subject to material revision. In addition, a material portion of such recoveries is expected to be derived from potential litigation claims, the value and outcome of which are inherently uncertain and difficult to predict. Subsequent developments, including adjustments to the Debtors' books and records or changes in circumstances, may significantly alter projected recoveries. These estimates are provided for illustrative purposes only and do not constitute, and should not be construed as, a prediction, representation, or guarantee of actual recoveries to any Class.

(e) Objections to Classification of Claims.

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. As is described in greater detail herein, the Debtors and Committee believe that the classification of Claims and Interests under the Combined Plan and Disclosure Statement complies with the requirements set forth in the Bankruptcy Code. Nevertheless, there can be no assurance the Bankruptcy Court will reach the same conclusion.

To the extent that the Bankruptcy Court finds that a different classification is required for the Combined Plan and Disclosure Statement to be confirmed, the Debtors and Committee would seek to (i) modify the Combined Plan and Disclosure Statement to provide for whatever classification might be required for Confirmation and (ii) use the acceptances received from any holder of Claims pursuant to this solicitation for the purpose of obtaining the approval of the Class or Classes of which such holder ultimately is deemed to be a member. Any such reclassification of Claims, although subject to the notice and hearing requirements of the Bankruptcy Code, could adversely affect the Class in which such holder was initially a member, or any other Class under the Combined Plan and Disclosure Statement, by changing the composition of such Class and the vote required for approval of the Combined Plan and Disclosure Statement. There can be no assurance that the Bankruptcy Court, after finding that a classification was inappropriate and

requiring a reclassification, would approve the Combined Plan and Disclosure Statement based upon such reclassification. Except to the extent that modification of classification in the Combined Plan and Disclosure Statement requires re-solicitation, the Debtors and Committee will, in accordance with the Bankruptcy Code and the Bankruptcy Rules, seek a determination by the Bankruptcy Court that acceptance of the Combined Plan and Disclosure Statement by any holder of Claims pursuant to this solicitation will constitute a consent to the Combined Plan and Disclosure Statement's treatment of such holder, regardless of the Class as to which such holder is ultimately deemed to be a member. The Debtors and Committee believe that under the Bankruptcy Rules, they would be required to resolicit votes for or against the Combined Plan and Disclosure Statement only when a modification adversely affects the treatment of the Claim or Interest of any holder.

The Bankruptcy Code also requires that the Combined Plan and Disclosure Statement provide the same treatment for each Claim or Interest of a particular Class unless the holder of a particular Claim or Interest agrees to a less favorable treatment of its Claim or Interest. The Debtors and Committee believe that the Combined Plan and Disclosure Statement complies with the requirement of equal treatment. To the extent that the Bankruptcy Court finds that the Combined Plan and Disclosure Statement does not satisfy such requirement, the Bankruptcy Court could deny confirmation of the Combined Plan and Disclosure Statement. Issues or disputes relating to classification and/or treatment could result in a delay in the confirmation and consummation of the Combined Plan and Disclosure Statement and could increase the risk that the Combined Plan and Disclosure Statement will not be consummated.

(f) Failure to Consummate the Combined Plan and Disclosure Statement.

Although the Debtors and Committee believe that the Effective Date will occur and may occur quickly after the Confirmation Date, there can be no assurance as to such timing, or as to whether the Effective Date will, in fact, occur.

(g) The Releases May Not Be Approved.

There can be no assurance that the releases provided herein will be granted. Failure of the Bankruptcy Court to grant such relief may result in a plan that differs from the Combined Plan and Disclosure Statement or the Plan not being confirmed.

(h) Reductions to Estimated Creditor Recoveries.

The Allowed amount of Claims in any Class could be greater than projected, which, in turn, could cause the amount of distributions to creditors in such Class to be reduced substantially. The amount of cash realized from the monetization of the Debtors' remaining assets could be less than anticipated, which could cause the amount of distributions to creditors to be reduced substantially.

16.2 Tax Treatment.

(a) Tax Treatment of Liquidating Trust

It is intended that that the Liquidating Trust shall qualify as a "liquidating trust" for U.S. federal income tax purposes. Accordingly, (i) the terms of the Liquidating Trust shall be set forth in the Liquidating Trust Agreement; (ii) the Liquidating Trust shall be structured to qualify as a "liquidating trust" within the meaning of Treas. Reg. § 301.7701-4(d) and in compliance with Rev. Proc. 94-45, 1994-2 C.B. 684, and, thus, as a "grantor trust" within the meaning of sections 671 through 679 of the Tax Code to the Holders of Claims receiving beneficial interests in the Liquidating Trust (whether Allowed on or after the Effective Date), consistent with the terms of the Plan; (iii) the Holders of Allowed General Unsecured Claims shall be treated as the grantors and deemed owners of the Liquidating Trust; (iv) the primary purpose of the Liquidating Trust shall be the liquidation and distribution of the Liquidating Trust Assets in accordance with Treas. Reg. § 301.7701-4(d), including the resolution of Allowed Claims in accordance with this Plan, with no objective to continue or engage in the conduct of a trade or business except to the extent reasonably necessary to, and consistent with, the Liquidating Trust's liquidating purpose; (v) all parties shall report consistently with such treatment as a liquidating trust, including treating the transfer of the Liquidating Trust Assets to the Liquidating Trust as (A) the deemed transfer of the Liquidating Trust Assets (subject to applicable liabilities and obligations) by the Debtor to the Liquidating Trust Beneficiaries, followed by (B) the deemed transfer of such assets by the Liquidating Trust Beneficiaries to the Liquidating Trust in exchange for beneficial interests therein; (vi) all parties shall report consistently with the valuation of the Assets transferred to the Liquidating Trust as determined by the Liquidating Trustee; (vii) the Liquidating Trustee shall be responsible for filing returns for the Liquidating Trust as a grantor trust pursuant to Treas. Reg. § 1.671-4(a); (viii) the Liquidating Trustee shall annually provide to each Liquidating Trust Beneficiary a separate statement regarding the receipts and expenditures of the Liquidating Trust as relevant for U.S. federal income tax purposes; and (ix) all items of income, deductions, and credit loss of the Liquidating Trust shall be allocated for federal income tax purposes to the Liquidating Trust Beneficiaries in accordance with their relative ownership of Liquidating Trust interests.

In general, a beneficiary of the Liquidating Trust will recognize gain or loss with respect to its Allowed General Unsecured Claim in an amount equal to the difference between (i) the fair market value of its undivided interest in the Liquidating Trust Assets consistent with its economic rights in the Liquidating Trust received in respect of its Claim and (ii) the adjusted tax basis of the Allowed General Unsecured Claim exchanged therefor. Any gain or loss recognized with respect to an Allowed General Unsecured Claim may be classified as ordinary income unless the Claim disposed of is a capital asset in the hands of the Holder and has been held for more than one year, in which case such gain or loss may be treated as long-term capital gain or loss.

A Holder's aggregate tax basis in its undivided interest in the Liquidating Trust Assets (other than those allocable to Disputed Claims) will generally equal the fair market value of such interest, and a Holder's holding period in such assets generally will begin the day following establishment of the Liquidating Trust.

The U.S. federal income tax obligations of a holder with respect to its Liquidating Trust interests are not dependent on the Liquidating Trust distributing any cash or other proceeds. Thus, a holder may incur a U.S. federal income tax liability with respect to its allocable share of the Liquidating Trust's income even if the Liquidating Trust does not make a concurrent distribution to the holder. In general, other than in respect of cash retained on account of Disputed Claims and

distributions resulting from undeliverable distributions, a distribution of cash by the Liquidating Trust will not be separately taxable to a holder of Liquidating Trust interest as the beneficiary is already regarded for U.S. federal income tax purposes as owning the underlying assets (and was taxed at the time the cash was earned or received by the Liquidating Trust).

The Liquidating Trustee will comply with all applicable governmental withholding requirements. Thus in the case of any non-U.S. Holders, the Liquidating Trustee may be required to withhold up to 30% of the income or proceeds allocable to such persons, depending on the circumstances (including whether the type of income is subject to a lower treaty rate or is otherwise excluded from withholding). Non-U.S. Holders are urged to consult their tax advisors with respect to the U.S. federal income tax consequences of the Plan, including holding Liquidating Trust Interests.

Holders of Liquidating Trust interests are urged to consult their tax advisors regarding the appropriate U.S. federal income tax treatment of any subsequent distributions of cash originally retained by the Liquidating Trust on account of Disputed Claims.

(b) Tax Treatment of Direct Claims Trust

The Direct Claims Trust shall be established as a "grantor trust" for federal income tax purposes, pursuant to sections 671 through 679 of the Internal Revenue Code, with no objective to continue or engage in the conduct of a trade or business. The Direct Claims Trust shall be governed by the Plan and the Direct Claims Trust Agreement. The Direct Claims Trust Agreement shall contain provisions customary to trust agreements utilized in comparable circumstances, including, without limitation, any and all provisions necessary to ensure the continued treatment of the Direct Claims Trust as a grantor trust and the Direct Claims Trust Beneficiaries as the grantors and owners thereof for federal income tax purposes. The Direct Claims Trustee shall file returns for the Direct Claims Trust as a grantor trust pursuant to Treasury Regulations section 1.671-4(a) and in accordance with this Plan.

The U.S. federal income tax obligations of a holder with respect to its Direct Claims Trust interests are not dependent on the Direct Claims Trust distributing any cash or other proceeds. Thus, a holder may incur a U.S. federal income tax liability with respect to its allocable share of the Direct Claims Trust's income even if the Direct Claims Trust does not make a concurrent distribution to the holder. In general, a distribution of cash by the Direct Claims Trust will not be separately taxable to a holder of Direct Claims Trust interest as the beneficiary is already regarded for U.S. federal income tax purposes as owning the underlying assets (and was taxed at the time the cash was earned or received by the Direct Claims Trust).

(c) Tax Treatment of WARN Act Claim Reserve Account

The WARN Act Claim Reserve Account is intended to be treated as a qualified settlement fund for U.S. federal income tax purposes, and the remainder of this discussion assumes that this treatment is respected. All parties will be required to treat the WARN Act Claim Reserve Account as a qualified settlement fund for all applicable tax reporting purposes.

The WARN Act Claim Reserve Account will be subject to U.S. federal income tax on its modified gross income, if any. The WARN Act Claim Reserve Account's modified gross income

means its gross income less certain allowed deductions, including but not limited to administration fees, expenses for accounting and legal services, claims processing expenses and other expenses. The WARN Act Claims Administrator, as administrator, will be required to file tax returns on behalf of the WARN Act Claim Reserve Account and will be responsible for causing the WARN Act Claim Reserve Account to pay all taxes, if any, imposed on its modified gross income.

The WARN Act Claims Administrator will ensure that any distributions made in respect of Claims that are in the nature of compensation for services are subject to appropriate payroll withholding and reporting, and that any applicable payroll taxes associated therewith (including employer-side and employee-side payroll taxes) are properly remitted. Any such taxes shall be payable solely out of the assets held in the WARN Act Claim Reserve Account. Holders of such Claims are urged to consult their tax advisors with respect to the U.S. federal, state and local income tax consequences of this Plan.

THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE COMBINED PLAN AND DISCLOSURE STATEMENT ARE COMPLEX. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF U.S. FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER OF A CLAIM OR INTEREST IN LIGHT OF SUCH HOLDER'S CIRCUMSTANCES. EACH HOLDER OF A CLAIM OR INTEREST IS URGED TO CONSULT WITH SUCH HOLDER'S TAX ADVISORS CONCERNING THE U.S. FEDERAL, STATE, LOCAL, FOREIGN, AND OTHER TAX CONSEQUENCES OF THE COMBINED PLAN AND DISCLOSURE STATEMENT.

16.3 Alternatives to the Combined Plan and Disclosure Statement.

If the requisite acceptances are not received or the Combined Plan and Disclosure Statement is not confirmed and consummated, the theoretical alternatives to the Combined Plan and Disclosure Statement would be (a) formulation of an alternative chapter 11 plan, (b) conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, or (c) dismissal of the Chapter 11 Cases. As discussed below, the Debtors and Committee do not believe that any of these alternatives, even if viable, would afford holders of Claims or Interests a greater recovery than what is provided by the Combined Plan and Disclosure Statement.

If the Combined Plan and Disclosure Statement is not confirmed, then the Debtors, Committee or any other party in interest could attempt to formulate a different plan. The additional costs, including, among other amounts, additional professional fees, all of which would constitute Administrative Claims (subject to allowance thereof), however, may be so significant that one or more parties in interest could request that the Chapter 11 Cases be converted to chapter 7. At this time, the Debtors and Committee do not believe that there are viable alternative plans available to the Debtors.

If the Combined Plan and Disclosure Statement is not confirmed, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be elected or appointed to liquidate and distribute the Debtors' remaining assets in accordance with the priorities established by the Bankruptcy Code. As discussed above and indicated in the Liquidation Analysis, the Debtors and Committee believe that the Combined Plan

and Disclosure Statement provides a better outcome for holders of Claims than a chapter 7 liquidation would provide.

If the Combined Plan and Disclosure Statement is not confirmed, the Chapter 11 Cases also could be dismissed. Among other effects, dismissal would result in the termination of the automatic stay, thus permitting creditors to assert state-law rights and remedies against the Debtors and their assets, likely to the detriment of other creditors. While it is impossible to predict precisely what would happen in the event the Chapter 11 Cases are dismissed, it is unlikely that dismissal would result in a ratable distribution of the Debtors' assets among creditors as provided in the Combined Plan and Disclosure Statement. Thus, the vast majority of creditors could expect to receive less in the dismissal scenario than they would receive under the Combined Plan and Disclosure Statement.

SECTION 17
CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

17.1 Conditions to Confirmation of the Plan.

Confirmation of the Combined Plan and Disclosure Statement is conditioned upon the satisfaction of each of the following conditions precedent, any one or more of which may be waived by the Debtors in consultation with the Committee: (i) the Bankruptcy Court shall have approved a disclosure statement to the Plan, which may be this Combined Plan and Disclosure Statement, in form and substance acceptable to the Debtors and the Committee, (ii) the Debtors shall have determined that there will be sufficient Cash on the Effective Date to pay (or with respect to Disputed Claims to reserve for as required pursuant to the Plan) Allowed Administrative Claims, Priority Non-Tax Claims, and Priority Tax Claims in full (or in such lesser amount as may be agreed to by the Claimant), (iii) the Confirmation Order to be presented to the Bankruptcy Court at the Confirmation Hearing shall be acceptable to the Debtors and the Committee in form and substance, and (iv) the final version of the schedules, documents, and exhibits contained in the Plan Supplement, and all other schedules, documents, supplements and exhibits to the Combined Plan and Disclosure Statement, shall be in form and substance acceptable to the Debtors and the Committee.

17.2 Conditions to the Effective Date.

The occurrence of the Effective Date is conditioned upon the satisfaction of each of the following conditions precedent, any one or more of which may be waived by the Debtors in consultation with the Committee: (i) a Confirmation Order in form and substance acceptable to the Debtors and the Committee shall have been entered by the Bankruptcy Court and become a Final Order which is not subject to any stay of effectiveness; (ii) the Liquidating Trust and the Direct Claims Trust shall have been created pursuant to the terms of the Plan, the Liquidating Trustee shall have been appointed by order of the Bankruptcy Court (which may be the Confirmation Order), and the Liquidating Trust Agreement and the Direct Claims Trust Agreement shall have been executed by the Liquidating Trustee; (iii) the Initial Trust Cash shall have been fully funded and released to the Liquidating Trustee upon the Effective Date; and (iv) all actions, documents,

and agreements necessary to implement and consummate the Plan shall have been effected or executed and binding on all parties thereto.

17.3 Waiver of Conditions Precedent.

To the fullest extent permitted by law, the conditions to the Effective Date set forth herein may be waived or modified in whole or in part at any time in writing by the Debtors, in consultation with the Committee, without leave from or an order of the Court.

SECTION 18
RETENTION OF JURISDICTION

From and after the Confirmation Date, the Bankruptcy Court shall retain such jurisdiction as is legally permissible, including, but not limited to, for the following purposes:

(a) To hear and determine any and all objections to the allowance of a Claim, proceedings to estimate a Claim for any purpose, actions to equitably subordinate a Claim, proceedings seeking approval of any necessary claims reconciliation protocols, or any controversy as to the classification of a Claim in a particular Class under the Plan;

(b) To administer the Plan, the Liquidating Trust, the Direct Claims Trust, the Liquidating Trust Assets, the Direct Claims Trust Assets, and the proceeds thereof;

(c) To estimate or liquidate any Disputed Claims;

(d) To hear and determine any and all adversary proceedings, contested matters or applications pending on the Effective Date or otherwise relating to, arising from, or in connection with the Litigation; provided, however, that the Liquidating Trustee shall reserve the right to commence actions in all appropriate jurisdictions;

(e) To hear and determine any and all motions and/or objections to fix, estimate, allow and/or disallow any Claims arising therefrom;

(f) To hear and determine any and all applications by Professionals for an award of Professional Fees;

(g) To enable the Liquidating Trustee to commence and prosecute any Litigation which may be brought after the Effective Date;

(h) To interpret and/or enforce the provisions of the Plan and the injunction provided for in the Plan and to determine any and all disputes arising under or regarding interpretation of the Plan or any agreement, document, or instrument contemplated by the Plan;

(i) To enter and implement such orders as may be appropriate in the event Confirmation is for any reason stayed, reversed, revoked, modified, or vacated;

(j) To modify any provision of the Plan to the extent permitted by the Bankruptcy Code and to correct any defect, cure any omission, or reconcile any inconsistency in

the Plan or in the Confirmation Order as may be necessary to carry out the purposes and intent of the Plan;

(k) To enter such orders as may be necessary or appropriate in furtherance of Confirmation and the successful implementation of the Plan and to determine such other matters as may be provided for in the Confirmation Order or as may be authorized under the provisions of the Bankruptcy Code;

(l) To enter any orders as required by Rule 23 of the Federal Rules of Civil Procedure, to the extent made applicable to any adversary proceeding pursuant or contested matter pursuant to Bankruptcy Rules 7023 and 9014(c), as applicable;

(m) To enforce all orders previously entered by the Bankruptcy Court in the Chapter 11 Cases;

(n) To enforce, and hear and determine all disputes involving, the injunction, release, and exculpation provisions provided in Section 15; and

(o) To close the Chapter 11 Cases when administration of the Liquidating Trust, the Direct Claims Trust, and the Chapter 11 Cases has been completed.

SECTION 19
MISCELLANEOUS PROVISIONS

19.1 Revocation of the Combined Plan and Disclosure Statement.

The Debtors reserve the right to revoke and withdraw the Combined Plan and Disclosure Statement at any time on or before the Confirmation Date. If the Debtors revoke or withdraw the Combined Plan and Disclosure Statement, or if Confirmation or the Effective Date does not occur, then the Plan shall be deemed null and void and, in such event, nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or against the Debtors or any other entity or to prejudice in any manner the rights of the Debtors or any Entity in any further proceedings involving the Debtors.

19.2 Severability of Plan Provisions.

In the event that, prior to the Confirmation Date, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall, with the consent of the Debtors, have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision hereof, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

19.3 Exhibits.

All exhibits to the Combined Plan and Disclosure Statement and Plan Supplement are, by this reference, hereby incorporated herein. The Debtors reserve the right to make non-substantive changes and corrections to such exhibits in advance of the Confirmation Hearing. If any exhibits are changed or corrected, the replacement exhibits will be filed with the Bankruptcy Court prior to the commencement of the Confirmation Hearing.

19.4 Notices.

All notices required or permitted to be made in accordance with the Plan shall be in writing and shall be delivered personally or by nationally recognized overnight or next-day courier service, first-class mail, electronic mail, or via facsimile with electronic confirmation of receipt as follows:

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dclarke@genovaburns.com

Liquidating Trustee:

[●]

19.5 Reservation of Rights.

Neither the filing of the Combined Plan and Disclosure Statement nor any statement or provision contained in the Combined Plan and Disclosure Statement, nor the taking by any party in interest of any action with respect to the Plan, shall: (a) be or be deemed to be an admission against interest and (b) until the Effective Date, be or be deemed to be a waiver of any rights any party in interest may have (i) against any other party in interest, or (ii) in or to any of the assets of any other party in interest, and, until the Effective Date, all such rights are specifically reserved. In the event that the Plan is not confirmed or fails to become effective, neither the Combined Plan and Disclosure Statement nor any statement contained in the Combined Plan and Disclosure Statement may be used or relied upon in any manner in any suit, action, proceeding, or controversy within or without the Chapter 11 Cases involving the Debtors, except with respect to Confirmation of the Plan.

19.6 Defects, Omissions and Amendments.

The Debtors may, with the approval of the Bankruptcy Court and without notice to all holders of Claims or Interests, insofar as it does not materially and adversely affect holders of Claims, correct any defect, omission, or inconsistency in the Plan in such manner and to such extent as may be necessary or desirable to expedite the execution of the Plan. The Plan may be altered or amended before or after Confirmation as provided in section 1127 of the Bankruptcy Code if, in the opinion of the Bankruptcy Court, the modification does not materially and adversely

affect the interests of holders of Claims, so long as the Plan, as modified, complies with sections 1122 and 1123 of the Bankruptcy Code and the Debtors have complied with section 1125 of the Bankruptcy Code. The Plan may be altered or amended before or after the Confirmation Date but, prior to substantial Consummation, in a manner which, in the opinion of the Bankruptcy Court, materially and adversely affects holders of Claims, so long as the Plan, as modified, complies with sections 1122 and 1123 of the Bankruptcy Code, the Debtors have complied with section 1125 of the Bankruptcy Code and, after notice and a hearing, the Bankruptcy Court confirms such Plan, as modified, under section 1129 of the Bankruptcy Code.

19.7 Filing of Additional Documents.

The Debtors shall file with the Bankruptcy Court such agreements, instruments, pleadings, orders, papers, or other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

19.8 Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors, and/or assigns of such Entity.

19.9 Setoffs and Recoupments.

The Debtors, the Liquidating Trust, and the Direct Claims Trust may, but shall not be required to, set off against or recoup from the payments to be made pursuant to the Plan in respect of a Claim, any claim of any nature whatsoever that the Debtors, the Liquidating Trust, the Direct Claims Trust, or the Estates, as applicable, may have against the holder of such Claim, but neither the failure to do so or the allowance of any Claim hereunder shall constitute a waiver or release of any such claim by the Debtors, the Liquidating Trust, the Direct Claims Trust, or the Estates, against such holder.

19.10 Tax Exemption.

Pursuant to section 1146 of the Bankruptcy Code, the issuance, transfer, or exchange of any security under the Plan, or the execution, delivery, or recording of an instrument of transfer pursuant to, in implementation of, or as contemplated by the Plan, including, without limitation, any transfers to or by the Debtors, if on the Effective Date, and the Liquidating Trustee, if after the Effective Date, of the Debtors' property in implementation of or as contemplated by the Plan (including, without limitation, any subsequent transfer of property by the Liquidating Trust) shall not be taxed under any state or local law imposing a stamp tax, transfer tax, or similar tax or fee. Consistent with the foregoing, each recorder of deeds or similar official for any county, city or Governmental Unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument, without requiring the payment of any documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax, or similar tax.

19.11 Securities Exemption.

To the extent the Trust Interest is deemed or asserted to constitute securities, such Interest and the issuance and distribution thereof shall be exempt from Section 5 of the Securities Act, if applicable, and from any state or federal securities laws requiring registration for offer or sale of a security or registration or licensing of an issuer of, underwriter of, or broker or dealer in, a security, and shall otherwise enjoy all exemptions available for distributions of securities under a plan of reorganization in accordance with all applicable law, including without limitation, section 1145 of the Bankruptcy Code.

19.12 Implementation.

Upon Confirmation, the Debtors shall be authorized to take all steps and execute all documents necessary to effectuate the provisions contained in the Plan.

19.13 Record Date.

To the extent a "Record Date" is required for implementation of the Plan, the record date shall be the voting record date established by the Bankruptcy Court in the Conditional Approval and Procedures Order.

19.14 Certain Actions.

By reason of entry of the Confirmation Order, prior to, on, or after the Effective Date (as appropriate), all matters provided for under the Plan that would otherwise require approval of members, managers or other interest holders of the Debtors under the Plan, including, without limitation, (i) the distributions of Cash pursuant to the Plan, (ii) the adoption, execution, delivery, and implementation of all contracts, leases, instruments, releases, and other agreements or documents related to the Plan, and (iii) the adoption, execution, and implementation of other matters provided for under the Plan involving the company or organizational structure of the Debtors, shall be deemed to have occurred and shall be in effect prior to, on or after the Effective Date (as appropriate), pursuant to applicable corporation/limited liability company laws, without any requirement of further action by the members, managers or other interest holders of the Debtors, irrespective of whether the Confirmation Order specifically authorizes any such action.

Effective upon the Effective Date, the Debtors' formation documents shall each be deemed amended to prohibit the issuance by the Debtors of nonvoting securities to the extent required under section 1123(a)(6) of the Bankruptcy Code.

On or as soon as practicable following the Effective Date, the Liquidating Trustee shall be authorized to cancel, annul, and extinguish all Interests.

19.15 Substantial Consummation.

On the Effective Date, the Plan shall be deemed substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

19.16 Waiver of Fourteen-Day Stay.

The Debtors and Committee request as part of the Confirmation Order a waiver from the Bankruptcy Court of the 14-day stay of Bankruptcy Rule 3020(e) and, to the extent applicable, a waiver of the 14-day stay of Bankruptcy Rule 6004(g).

19.17 Governing Law.

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an exhibit hereto or a schedule in the Plan Supplement provides otherwise, the rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey, without giving effect to the principles of conflict of laws thereof.

19.18 Entire Agreement.

On the Effective Date, the Plan and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

SECTION 20
RECOMMENDATION

The Debtors and Committee strongly recommend that all creditors receiving a Ballot vote in favor of the Plan. The Debtors and Committee believe that the Plan is in the best interests of creditors. The Plan as structured, among other things, allows creditors with Allowed Claims to participate in distributions believed to be in excess of those that would otherwise be available were the Chapter 11 Cases dismissed or converted under chapter 7 of the Bankruptcy Code and minimizes delays in recoveries to creditors. The Committee supports the Combined Plan and Disclosure Statement and strongly urges unsecured creditors to vote to accept the Combined Plan and Disclosure Statement.

FOR ALL THE REASONS SET FORTH IN THIS DISCLOSURE STATEMENT, THE DEBTORS AND THE COMMITTEE BELIEVE THAT THE CONFIRMATION AND CONSUMMATION OF THE PLAN IS PREFERABLE TO ALL OTHER ALTERNATIVES. THE DEBTORS AND THE COMMITTEE URGE ALL CREDITORS ENTITLED TO VOTE TO ACCEPT THE PLAN AND TO EVIDENCE SUCH ACCEPTANCE BY RETURNING THEIR BALLOTS SO THAT THEY WILL BE RECEIVED BY 4:00 P.M. EASTERN TIME ON NOVEMBER 18, 2025 AT 4:00 P.M.

Dated: October 15, 2025

Respectfully submitted,

POWIN, LLC AND ITS AFFILIATES AS DEBTORS AND DEBTORS-IN-POSSESSION

/s/ Gerard Uzzi
Gerard Uzzi
Chief Restructuring Officer

OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF POWIN, LLC AND ITS AFFILIATES AS DEBTORS AND DEBTORS-IN-POSSESSION

/s/ Carl Kim
Carl Kim on behalf of ACE Engineering & Co. Ltd., solely in its capacity as Chair of the Official Committee of Unsecured Creditors of Powin, LLC, et al.

Exhibit 4

(Notice of Filing of Solicitation Version of Joint Combined Disclosure Statement)

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Counsel for Debtors and
Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re: Powin, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-16137 (MBK) (Jointly Administered)

[1] The name of Debtor Powin, LLC has changed to BESS RemainCo. The Debtors intend to file a motion to amend the caption in these chapter 11 cases. 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 [15241]; (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.

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NOTICE OF FILING OF SOLICITATION VERSION OF JOINT COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN OF LIQUIDATION OF POWIN, LLC AND AFFILIATES THEREOF AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

PLEASE TAKE NOTICE that, on October 6, 2025, the above-captioned debtors and debtors-in-possession (the "Debtors"), in these chapter 11 cases (the "Cases"), and the Official Committee of Unsecured Creditors (the "Committee") appointed in these Cases, filed the *Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof and the Official Committee of Unsecured Creditors* [Docket No. 914] (the "Plan").

PLEASE TAKE FURTHER NOTICE that, on October 6, 2025, the Debtors and the Committee (the "Plan Proponents") filed the *Joint Motion of the Plan Proponents for Entry of an Order Approving (I) The Adequacy of the Disclosure Statement On Conditional Basis, (II) The Solicitation and Notice Procedures, (III) The Forms of Ballots and Notices in Connection Therewith, and (IV) Certain Dates With Respect Thereto* [Docket No. 915] (the "Motion").

PLEASE TAKE FURTHER NOTICE that, on October 14, 2025, the Court entered the *Order Approving (I) The Adequacy of the Disclosure Statement on Conditional Basis, (II) The Solicitation and Notice Procedures, (III) The Forms of Ballots and Notices In Connection Therewith, and (IV) Certain Dates With Respect Thereto* [Docket No. 939] (the "Solicitation Procedures Order"), wherein it approved the Motion as set forth in the Solicitation Procedures Order.

PLEASE TAKE FURTHER NOTICE that, on October 15, 2025, the Plan Proponents filed the Solicitation Version of the *Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof and the Official Committee of Unsecured Creditors* [Docket No. 942] (the "Solicitation Version"), in accordance with the Solicitation Procedures Order. A true and correct copy of the Solicitation Version is attached hereto as **Exhibit**

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A. A blackline reflecting changes made in the Solicitation Version, as compared to the Plan, is attached hereto as **Exhibit B**.

Dated: October 15, 2025

DENTONS US LLP

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Counsel for Debtors and Debtors-in-Possession

EXHIBIT A

(Solicitation Version)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re: Powin, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-16137 (MBK) (Jointly Administered)

JOINT COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN OF LIQUIDATION OF POWIN, LLC AND AFFILIATES THEREOF AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

[1] The name of Debtor Powin, LLC has changed to BESS RemainCo. The Debtors intend to file a motion to amend the caption in these chapter 11 cases. 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 [15241]; (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.

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DISCLAIMERS

EACH HOLDER OF A CLAIM AGAINST THE DEBTORS ENTITLED TO VOTE TO ACCEPT OR REJECT THE COMBINED PLAN AND DISCLOSURE STATEMENT SHOULD READ THE COMBINED PLAN AND DISCLOSURE STATEMENT IN ITS ENTIRETY BEFORE VOTING. NO SOLICITATION OF VOTES TO ACCEPT OR REJECT THE COMBINED PLAN AND DISCLOSURE STATEMENT MAY BE MADE EXCEPT PURSUANT TO THE TERMS HEREOF AND SECTIONS 1121 AND 1125 OF THE BANKRUPTCY CODE. IF YOU ARE ENTITLED TO VOTE TO ACCEPT THE COMBINED PLAN AND DISCLOSURE STATEMENT, YOU ARE RECEIVING A BALLOT WITH YOUR NOTICE OF THE COMBINED PLAN AND DISCLOSURE STATEMENT. THE DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS URGE YOU TO VOTE TO ACCEPT THE COMBINED PLAN AND DISCLOSURE STATEMENT. THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS SUPPORTS THE COMBINED PLAN AND DISCLOSURE STATEMENT, AND IS A JOINT PROPONENT HEREOF, AND URGES UNSECURED CREDITORS TO VOTE TO ACCEPT THE COMBINED PLAN AND DISCLOSURE STATEMENT.

THE COMBINED PLAN AND DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 1121 AND 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 3016 AND 3017, AND NOT IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER APPLICABLE NON-BANKRUPTCY LAW. PERSONS OR ENTITIES TRADING IN OR OTHERWISE PURCHASING, SELLING, OR TRANSFERRING CLAIMS AGAINST OR INTERESTS IN THE DEBTORS SHOULD EVALUATE THE COMBINED PLAN AND DISCLOSURE STATEMENT IN LIGHT OF THE PURPOSE FOR WHICH IT WAS PREPARED. THE COMBINED PLAN AND DISCLOSURE STATEMENT SHALL NOT BE CONSTRUED TO BE ADVICE ON THE TAX, SECURITIES, OR OTHER LEGAL EFFECTS OF THE COMBINED PLAN AND DISCLOSURE STATEMENT AS TO HOLDERS OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS. YOU SHOULD CONSULT YOUR PERSONAL COUNSEL OR TAX ADVISOR ON ANY QUESTIONS OR CONCERNS RESPECTING TAX, SECURITIES, OR OTHER LEGAL CONSEQUENCES OF THE COMBINED PLAN AND DISCLOSURE STATEMENT.

THE COMBINED PLAN AND DISCLOSURE STATEMENT CONTAINS SUMMARIES OF CERTAIN STATUTORY PROVISIONS, DOCUMENTS RELATED TO THE COMBINED PLAN AND DISCLOSURE STATEMENT, ANTICIPATED EVENTS IN THE CHAPTER 11 CASES, AND FINANCIAL INFORMATION. ALTHOUGH THE DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS BELIEVE THAT THE STATEMENTS AND DESCRIPTIONS CONTAINED IN THE COMBINED PLAN AND DISCLOSURE STATEMENT ARE TRUE AND ACCURATE, THEY ARE QUALIFIED TO THE EXTENT THAT THEY DO NOT SET FORTH THE ENTIRE TEXT OF THE DOCUMENTS RELATED TO THE COMBINED PLAN AND DISCLOSURE STATEMENT AND APPLICABLE STATUTORY PROVISIONS. THE TERMS OF THE DOCUMENTS RELATED TO THE COMBINED PLAN AND DISCLOSURE STATEMENT AND APPLICABLE STATUTES GOVERN IN THE EVENT OF ANY DISCREPANCY WITH THE COMBINED PLAN

AND DISCLOSURE STATEMENT. CREDITORS AND OTHER INTERESTED PARTIES SHOULD READ THE COMBINED PLAN AND DISCLOSURE STATEMENT, THE DOCUMENTS RELATED TO THE COMBINED PLAN AND DISCLOSURE STATEMENT, AND THE APPLICABLE STATUTES THEMSELVES FOR THE FULL AND COMPLETE STATEMENTS OF SUCH TERMS AND PROVISIONS.

THE FACTUAL STATEMENTS AND REPRESENTATIONS CONTAINED IN THE COMBINED PLAN AND DISCLOSURE STATEMENT ARE MADE BY THE DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFIED, AND THE DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS DISCLAIM ANY OBLIGATION TO UPDATE ANY SUCH STATEMENTS AFTER THE SOLICITATION OF VOTES TO ACCEPT OR REJECT THE COMBINED PLAN AND DISCLOSURE STATEMENT. THE DELIVERY OF THE COMBINED PLAN AND DISCLOSURE STATEMENT SHALL NOT BE DEEMED OR CONSTRUED TO CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AT ANY TIME AFTER THE DATE HEREOF.

THE FINANCIAL INFORMATION CONTAINED HEREIN HAS NOT BEEN AUDITED BY A CERTIFIED PUBLIC ACCOUNTANT AND HAS NOT NECESSARILY BEEN PREPARED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES.

ALL FORWARD-LOOKING STATEMENTS CONTAINED HEREIN OR OTHERWISE MADE BY THE DEBTORS AND OFFICIAL COMMITTEE OF UNSECURED CREDITORS INVOLVE MATERIAL RISKS AND UNCERTAINTIES AND ARE SUBJECT TO CHANGE BASED ON NUMEROUS FACTORS, INCLUDING FACTORS THAT ARE BEYOND THE DEBTORS' AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS' CONTROL. ACCORDINGLY, THE DEBTORS' FUTURE PERFORMANCE AND FINANCIAL RESULTS MAY DIFFER MATERIALLY FROM THOSE EXPRESSED OR IMPLIED IN ANY SUCH FORWARD-LOOKING STATEMENTS. SUCH FACTORS INCLUDE, BUT ARE NOT LIMITED TO, THOSE DESCRIBED IN THE COMBINED PLAN AND DISCLOSURE STATEMENT. THE DEBTORS DO NOT INTEND TO UPDATE OR REVISE THEIR FORWARD-LOOKING STATEMENTS EVEN IF EXPERIENCE OR FUTURE CHANGES MAKE IT CLEAR THAT ANY PROJECTED RESULTS EXPRESSED OR IMPLIED THEREIN WILL NOT BE REALIZED.

ANY PROJECTED RECOVERIES TO CREDITORS SET FORTH IN THIS DISCLOSURE STATEMENT ARE BASED UPON THE ANALYSES PERFORMED BY THE DEBTORS, THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, AND THEIR RESPECTIVE ADVISORS. ALTHOUGH THE DEBTORS, THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, AND THEIR RESPECTIVE ADVISORS HAVE MADE EVERY EFFORT TO VERIFY THE ACCURACY OF THE INFORMATION PRESENTED HEREIN, THE DEBTORS, THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, AND THEIR ADVISORS CANNOT

MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF THIS INFORMATION.

IN CONNECTION WITH THE SOLICITATION OF ACCEPTANCES OF THE COMBINED PLAN AND DISCLOSURE STATEMENT PURSUANT TO SECTION 1126(b) OF THE BANKRUPTCY CODE, THE DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS ARE FURNISHING A SOLICITATION PACKAGE, CONSISTING OF THE COMBINED PLAN AND DISCLOSURE STATEMENT, THE EXHIBITS HERETO, CONFIRMATION NOTICE, AND A BALLOT OR RELEASE OPT-OUT ELECTION FORM, AS APPLICABLE, TO EACH RECORD HOLDER OF CLAIMS ELIGIBLE TO VOTE OR ITS COUNSEL. THE COMBINED PLAN AND DISCLOSURE STATEMENT IS TO BE USED BY EACH SUCH ELIGIBLE HOLDER SOLELY IN CONNECTION WITH ITS EVALUATION OF THE COMBINED PLAN AND DISCLOSURE STATEMENT; USE OF THE COMBINED PLAN AND DISCLOSURE STATEMENT FOR ANY OTHER PURPOSE IS NOT AUTHORIZED. NOTHING STATED IN THE COMBINED PLAN AND DISCLOSURE STATEMENT SHALL BE DEEMED OR CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY, OR BE ADMISSIBLE IN ANY PROCEEDING INVOLVING THE DEBTORS, THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OR ANY OTHER PARTY. THE COMBINED PLAN AND DISCLOSURE STATEMENT MAY NOT BE REPRODUCED OR PROVIDED TO ANYONE OTHER THAN ADVISORS TO THE RECIPIENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS.

SECTION 1
INTRODUCTION

Powin, LLC ("Powin") and the affiliated debtors and debtors in possession (collectively, the "Debtors"), in the above-referenced Chapter 11 Cases, and the Official Committee of Unsecured Creditors appointed therein (the "Committee"), hereby propose the following combined disclosure statement and plan of liquidation pursuant to sections 1121(a) and 1125(b) of the Bankruptcy Code (the disclosure statement portion hereof, the "Disclosure Statement" and the chapter 11 plan portion hereof, the "Plan," as may be modified and/or amended from time to time, and collectively, the "Combined Plan and Disclosure Statement"). Although proposed jointly for administrative purposes, this Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims against and Interests in each Debtor pursuant to the Bankruptcy Code. The Debtors and the Committee are the proponents of this Plan within the meaning of section 1129 of the Bankruptcy Code. Capitalized terms used in the Combined Plan and Disclosure Statement and not otherwise defined have the meanings ascribed to such terms in Section 2 hereof.

The Plan proposes to pay or otherwise satisfy Allowed Administrative Claims, Allowed Secured Claims, and Allowed Priority Claims in full on the Effective Date or as soon as reasonably practicable thereafter. The Plan also proposes to establish a reserve for the benefit of holders of certain WARN Act Claims. The Plan additionally establishes two trusts: (1) the Liquidating Trust for the purpose of winding down the Debtors' estates, administering Claims, prosecuting and resolving estate causes of action, and making distributions to holders of Allowed Claims, including Allowed General Unsecured Claims; and (2) the Direct Claims Trust for the purpose of receiving and monetizing the Direct Claims Trust Assets. The holders of Allowed General Unsecured Claims shall receive their *pro rata* interests in the Liquidating Trust. Each Contributing Direct Claim Holder shall receive, in exchange for the Direct Claims Trust Assets, its *pro rata* interest in the Direct Claims Trust on account of such Direct Claims. The Plan appoints the Liquidating Trustee to, among other things: (1) continue the wind-down of the Debtors after the Effective Date; (2) liquidate the Liquidating Trust Assets and the Direct Claims Trust Assets; (3) investigate, prosecute, settle, abandon or compromise any Causes of Action the Debtors hold or may hold against any Entity; and (4) make all Distributions in accordance with the Plan, the Liquidating Trust Agreement, and the Direct Claims Trust Agreement.

The Debtors will distribute the Combined Plan and Disclosure Statement to all holders of Claims and Interests in accordance with section 1125(b) of the Bankruptcy Code and Rules 2002, 3016, and 3017 of the Bankruptcy Rules, and the Bankruptcy Court's order conditionally approving the Bankruptcy Court's order conditionally approving the Combined Plan and Disclosure Statement [Docket No. 939] (the "Conditional Approval and Procedures Order"). The Combined Plan and Disclosure Statement and the exhibits hereto include a discussion of: (1) the nature and history of the Debtors' business and liabilities; (2) events during the Chapter 11 Cases; (3) the requirements for confirmation of the Plan and procedures for voting to accept or reject the Plan; (4) additional factors and disclosures to be considered, including risk factors and certain U.S. federal income tax consequences of the Plan; and (5) the terms of the Plan, including the treatment of holders of Claims and Interests under the Plan. The Disclosure Statement was prepared with the intent to provide "adequate information" (as defined in the Bankruptcy Code) to enable holders of Claims against and Interests in the Debtors to make informed judgments about the Plan.

Subject to the restrictions on modifications set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Combined Plan and Disclosure Statement, the Debtors expressly reserve the right to alter, amend, or modify the Combined Plan and Disclosure Statement, including the Plan Supplement, one or more times, before substantial consummation thereof.

Please read the Combined Plan and Disclosure Statement, the exhibits, other supporting materials, and any appropriate ballot carefully and follow the instructions set forth below and on the appropriate ballot to vote on the Plan. The Debtors and the Committee believe that the Plan provides the best method of maximizing the recoveries for the holders of Claims and Interests against the Debtors. Therefore, the Debtors and the Committee recommend that all creditors who are entitled to vote should vote in favor of the Plan. The Committee supports the Combined Plan and Disclosure Statement and urges unsecured creditors to vote to accept the Plan.

Unless otherwise specified, all section or exhibit references in the Combined Plan and Disclosure Statement are to the respective section in, or exhibit to, the Combined Plan and Disclosure Statement, as the same may be amended, waived, or modified from time to time. The words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to the Combined Plan and Disclosure Statement as a whole and not to any particular section, subsection, or clause contained herein. The headings in the Combined Plan and Disclosure Statement are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) any reference herein to a contract, lease, instrument, release, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; and (3) unless otherwise noted above, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply.

SECTION 2
DEFINED TERMS

As used in the Combined Plan and Disclosure Statement, capitalized terms not otherwise defined have the meanings set forth below. Any term that is not otherwise defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

"Administrative Claim" means a Claim for an expense of administration of the Chapter 11 Cases arising under sections 503(b), 507(b), 503(b)(9) or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Estates; (b) the value of any goods received by the Debtors within 20 days before the Petition Date to the extent that goods were sold to the Debtors in the ordinary course of the Debtors' business; (c) Professional Fee Claims; (d) all fees and charges assessed against the Estates under 28 U.S.C. §§ 1911-1930; (e) all obligations designated as Allowed Administrative Claims pursuant to an order of the Bankruptcy Court; (f) administrative claims that were timely filed prior

to the Administrative Expense Bar Date; and (g) any Tax Claims incurred by the Debtors after the Petition Date or relating to a tax year or period which occurs after the Petition Date.

"Administrative Expense Bar Date" means the applicable last date, at 5:00 p.m. Eastern time, set by the Bankruptcy Court for a Claimant to file a request for payment of any Administrative Claim (excluding Professional Fee Claims) arising on or after the Petition Date, through and including the Effective Date. The Administrative Expense Bar Date shall be (i) [●] for all Administrative Claims arising or deemed to be arisen on or prior to [●]; or sixty (60) days after the Effective Date for all Administrative Claims arising or deemed to be after [●], as applicable.

"Affiliate" means with respect to any specified Entity, any other Entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Entity. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by," and "under common control with") as used with respect to any Entity, shall mean the possession, directly or indirectly, of the right or power to direct or cause the direction of the management or policies of such Entity, whether through the ownership of voting securities, by agreement, or otherwise.

"Allowed" means, with respect to any Claim, except as otherwise provided herein: (a) a Claim that has been scheduled by the Debtors on the Schedules as other than disputed, contingent, or unliquidated and, as to which, the Debtors, the Liquidating Trustee or other party in interest has not filed an objection on or before the Claims Objection Deadline; (b) a Claim that is set forth in a timely filed Proof of Claim as to which no objection has been filed and which is not otherwise a Disputed Claim; (c) a Claim that has been allowed by a Final Order; (d) a Claim that is allowed: (i) in any stipulation of amount and nature of Claim executed by the Debtors prior to the Effective Date and approved by the Bankruptcy Court; (ii) in any stipulation of amount and nature of Claim executed by the Liquidating Trustee on or after the Effective Date; (iii) in any stipulation of amount and nature of any Administrative Claim, Priority Non-Tax Claim, or Priority Tax Claim executed by (y) the Debtors and approved by the Bankruptcy Court, or (z) the Liquidating Trustee; or (iv) in any contract, instrument, indenture or other agreement entered into or assumed by the Debtors in connection with and in accordance with the Plan; (e) a Claim relating to a rejected executory contract or unexpired lease that either (i) is not a Disputed Claim or (ii) has been allowed by a Final Order, in either case only if a Proof of Claim has been timely filed by the Claimant before the applicable rejection Bar Date for such claim or has otherwise been deemed timely filed under applicable law; or (f) a Claim that is allowed pursuant to the terms of the Plan. For the purpose of determining distributions pursuant to the Plan, allowance under subsections (a) and (b) only is applicable once any of the following occur (1) before the Claims Objection Deadline, the Debtors or the Liquidating Trustee, as applicable, determine not to object to the Claim, (2) the Claims Objection Deadline passes without an objection being filed, or (3) after the Debtors or Liquidating Trustee timely objects to the Claim, the Claim is allowed as provided in subparagraphs (c), (d) or (e) above.

"Allowed Claim" or "Allowed […] Claim" means a Claim that has been Allowed.

"Avoidance Actions" means any and all avoidance, recovery, subordination, or other claims, actions, or remedies which any of the Debtors, the Estates, or other appropriate party in

interest has asserted or may assert under sections 502, 510, 542, 544, 545, or 547 through 553 of the Bankruptcy Code or under similar or related state or federal statutes and common law.

"Ballots" mean the ballots upon which the holders of Impaired Claims shall indicate their acceptance or rejection of the Plan in accordance with the Plan and the Voting Instructions.

"Bankruptcy Code" means sections 101 *et seq*. of title 11 of the United States Code, and applicable portions of titles 18 and 28 of the United States Code.

"Bankruptcy Court" means the United States Bankruptcy Court for the District of New Jersey having jurisdiction over the Chapter 11 Cases.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure, as amended from time to time, as applicable to the Chapter 11 Cases, promulgated under 28 U.S.C. § 2075.

"Bar Date" means, as applicable, the General Claims Bar Date, the Administrative Expense Bar Date, or any other applicable deadline to file Claims referenced in the Plan.

"Bar Date Order" means the *Order Establishing Deadlines For Filing Proofs Of Claim and Approving the Form and Manner of Notice Thereof* [Docket No. 758].

"Beneficiaries" means holders of Allowed Claims entitled to receive Distributions from any Trust under the Plan, whether or not such Claims were Allowed on the Effective Date.

"Bidding Procedures Order" means the *Order (I) Designating a Stalking Horse Bidder and Approving Stalking Horse Bidder Protections, (II) Approving Bidding Procedures By Which Interested Parties May Bid and an Auction Sale Format in Connection With the Sale of Substantially All of the Debtors' Assets; (III) Approving Form of Asset Purchase Agreement, (IV) Approving From of Noice to be Provided to Interested Parties, (V) Authorizing the Assumption and Assignment of Assumed Contracts and Notice Procedures Thereto, (VI) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest and Best Bidder, and (VII) Authorizing the Sale of the Debtors' Property Fee and Clear of all Causes of Action and Claims* [Docket No. 413] implementing procedures to solicit and, if applicable, select bids from interested parties to purchase some or all of the Debtors' assets under section 363 of the Bankruptcy Code.

"Business Day" means any day, other than a Saturday, Sunday or legal holiday as defined in Bankruptcy Rule 9006(a).

"Cash" means cash and cash equivalents, including, but not limited to, bank deposits, wire transfers, checks, and readily marketable securities, instruments, and legal tender of the United States of America or instrumentalities thereof.

"Causes of Action" means all claims, actions, causes of action, choses in action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, remedies, rights of setoff, third-party claims, subrogation claims, contribution claims, reimbursement claims, indemnity claims, counterclaims, and crossclaims, including, without limitation, all claims and any avoidance, preference, recovery, subordination or other actions of the Debtors and Estates

(unless the context expressly states that such Causes of Action belong to another Entity) against Creditors, insiders, and/or any other Entities under the Bankruptcy Code, based in law or equity, including, without limitation, under the Bankruptcy Code, whether direct, indirect, derivative, or otherwise and whether asserted or unasserted as of the Effective Date.

"Chapter 11 Cases" means the Chapter 11 cases commenced when the Debtors filed their voluntary petitions for relief under Chapter 11 of the Bankruptcy Code on the Petition Date (each a "Chapter 11 Case") and jointly administered under the lead case number: 25-16137 (MBK).

"Claim" means a claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors, including, but not limited to: (a) any right to payment from the Debtors whether or not such right is reduced to judgment, liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) any right to an equitable remedy for breach of performance if such performance gives rise to a right of payment from the Debtors, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

"Claimant" means the holder of a Claim.

"Claims Agent" means Kurtzman Carson Consultants LLC, dba Verita Global, which was appointed as the Debtors' claims, noticing, and balloting agent.

"Claims Objection Deadline" means, with respect to all Claims other than Professional Fee Claims, (a) 180 days after the Effective Date, or (b) such other period as may be fixed by an order of the Bankruptcy Court for objecting to Claims upon request of the Liquidating Trustee.

"Class" means a category of holders of Claims or Interests, as set forth in Sections 8 and 9 hereof.

"Committee" means the Official Committee of Unsecured Creditors appointed by the U.S. Trustee in the Chapter 11 Cases on June 27, 2025.

"Confirmation" means the entry of the Confirmation Order, subject to all terms and conditions therein.

"Confirmation Date" means the date upon which the Confirmation Order is entered by the Bankruptcy Court on its docket, within the meaning of Bankruptcy Rules 5003 and 9021.

"Confirmation Hearing" means the hearing at which the Bankruptcy Court will consider final approval of the disclosures contained in the Disclosure Statement and confirmation of the Plan.

"Confirmation Order" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

"Consummation" or "Consummate" means the occurrence of the Effective Date.

"Contingent Claim" means any Claim for which a Proof of Claim has been filed with the Bankruptcy Court but was not filed in a sum certain and which Claim has not been estimated, fixed, or liquidated by the Bankruptcy Court at a sum certain as of the Effective Date, or a Claim that has accrued but nonetheless remains dependent on the occurrence of a future event that may never occur.

"Creditor" means any holder of a Claim against any Debtor as specified in section 101(10) of the Bankruptcy Code.

"Customer Program Motion" has the meaning set forth in Section 5.10 hereof.

"Debt" means liability on a Claim.

"Debtors" means, collectively, as debtors and debtors-in-possession in the Chapter 11 Cases: (i) Powin Project LLC; (ii) Powin, LLC; (iii) PEOS Holdings, LLC; (iv) Powin China Holdings 1, LLC; (v) Powin China Holdings 2, LLC; (vi) Charger Holdings, LLC; (vii) Powin Energy Ontario Storage, LLC; (viii) Powin Energy Operating Holdings, LLC; (ix) Powin Energy Operating, LLC; (x) Powin Energy Storage 2, Inc.; (xi) Powin Energy Ontario Storage II LP; (xii) Powin Canada B.C. Ltd; and (xiii) Powin EKS SellCo LLC.[2]

"Debtor/Estate Release" has the meaning set forth in Section 15 hereof.

"Debtor/Estate Releasors" has the meaning set forth in Section 15 hereof.

"Debtor Professional Fee Reserve" means the reserve fund currently held by the Stretto Inc. and established by the Debtors in connection with the DIP Order and the Cash Collateral Order to pay any accrued and unpaid (a) Professional Fee Claims incurred by a Professional and which have not yet been approved by the Bankruptcy Court; and (b) Professional Fee Claims approved by the Bankruptcy Court. The amounts deposited into the Debtor Professional Fee Reserve shall be free and clear of all liens, claims and encumbrances of any Persons or Entities except to the extent that any excess amounts remain in the Debtor Professional Fee Reserve after payment of all Allowed Professional Fee Claims, such excess amounts shall be distributed in accordance with the Plan.

"DIP Agreement" means that certain Debtor-In-Possession Credit and Guaranty Agreement dated July 28, 2025, among Powin LLC, a Delaware limited liability company, certain other affiliated Borrowers and Guarantors (each, as defined therein), from time to time party thereto, the Lenders from time to time party thereto (the "DIP Lenders"), FlexGen Power Systems, LLC, as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent") and FlexGen Power Systems, LLC as Collateral Agent for the Secured Parties (in such capacity, the "Collateral Agent") as the same may be amended, restated, supplemented or otherwise modified from time to time.

[2] The Debtors anticipate filing a voluntary petition for Powin EKS SellCo LLC prior to solicitation of the Combined Joint Plan and Disclosure Statement and intend to include that entity as a Debtor under, and within the scope of, this Combined Joint Plan and Disclosure Statement.

"DIP Documents" means the Final DIP Order, the DIP Agreement, and other agreements and other documents entered into, or delivered, on connection with the DIP Facility.

DIP Facility" means the financing facility pursuant to the Final DIP Order and the DIP Agreement.

"Direct Claims" has the meaning set forth in Section 13 hereof.

"Direct Claims Trust" means the post-confirmation trust established pursuant to the terms of the Direct Claims Trust Agreement for the purpose of receiving and monetizing the Direct Claims Trust Assets.

"Direct Claims Trust Assets" has the meaning set forth in Section 13 hereof.

"Direct Claims Trust Agreement" means the agreement, substantially in the form included in the Plan Supplement, governing the Direct Claims Trust, as it may be subsequently modified from time to time.

"Direct Claims Trustee" means the Liquidating Trustee in its capacity as trustee of the Direct Claims Trust pursuant to the terms of the Direct Claims Trust Agreement.

"Direct Claims Trust Interests" means the non-transferable beneficial interests in the Direct Claims Trust.

"Disputed" means, with respect to any Claim or Interest, any Claim or Interest: (a) listed on the Schedules as unliquidated, disputed, or contingent and as to which no Proof of Claim has been filed; or (b) as to which the Debtors, the Liquidating Trustee, or any other party in interest has interposed a timely objection or request for estimation in accordance with the Bankruptcy Code and the Bankruptcy Rules or is otherwise disputed by the Debtors or the Liquidating Trustee, as applicable, in accordance with applicable law, which objection, request for estimation or dispute has not been withdrawn or determined by a Final Order.

"Disputed Claim" means: (i) any Claim or portion of a Claim as to which an objection to the allowance thereof has been interposed as of any deadline fixed under the Plan or by order of the Bankruptcy Court, which objection has not been withdrawn or determined by Final Order; (ii) any Claim scheduled by the Debtors in the Schedules as disputed, contingent, or unliquidated and as to which no Proof of Claim has been timely filed; or (iii) a Claim that is not listed in the Schedules and as to which no Proof of Claim has been timely filed. To the extent an objection relates to the allowance of only a part of a Claim, such Claim shall be a Disputed Claim only to the extent of the objection.

"Distribution Agent" means the Liquidating Trustee, or its designees or agents.

"Distribution Dates" means collectively the Initial Distribution Date, any Subsequent Distribution(s) Date, and the date of the Final Distribution.

"Distribution Record Date" means the close of business on the Business Day immediately preceding the Effective Date.

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"Distributions" means the distributions of Cash to be made in accordance with the Plan and the Liquidating Trust Agreement, as applicable.

"Effective Date" means the date selected by the Debtors, which is a Business Day after the Confirmation Date on which no stay of the Confirmation Order is in effect. Within five (5) business days after the Effective Date, notice of the Effective Date shall be filed with the Bankruptcy Court by the Debtors or the Liquidating Trustee, as applicable.

"Effective Date Cash Transfers" has the meaning set forth in Section 13 hereof.

"EKS Sale" has the meaning set forth in Section 5.9 hereof.

"Entity" means an entity as defined in section 101(15) of the Bankruptcy Code.

"Estates" means the estates of the Debtors in the Chapter 11 Cases created pursuant to section 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Cases.

"Exculpated Parties" means collectively (a) the Debtors, (b) John Brecker in any capacity, including, without limitation, his capacity as Independent Manager of Powin LLC, (c) Gerard Uzzi in any capacity, including, without limitation, in his capacity as Chief Restructuring Officer of Powin, LLC and as former Independent Manager of Powin, LLC, (d) Brian Kane, Chad Paulson, any others agreed to between the Committee and the Debtors, in any capacity, subject to approval by the Committee based on the results of its investigation and (if required by the Committee) execution of an agreement satisfactory to the Committee to cooperate with the Liquidating Trust and the Direct Claims Trust in their investigation and prosecution of claims, (e) members of the Committee (solely in their capacities as Committee members), (f) Bankruptcy Court-approved Estate and Committee professionals, and (g) any other party, subject to approval by the Committee, which may be withheld for any reason or conditioned on execution of any appropriate agreement to cooperate with the Liquidating Trust and the Direct Claims Trust in their investigation and prosecution of claims, for whom the Debtors determine exculpation is appropriate.

"Final DIP Order" means *the Final Order (I) Authorizing the Debtors to Obtain Postpetition Operational Cash Flow Financing; (II) Granting Liens and Providing Superpriority Administrative Expense Claims; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* [Docket No. 520].

"Final Decree" means the decree contemplated under Bankruptcy Rule 3022.

"Final Distribution" means the last payment to holders of Allowed Claims in accordance with the provisions of the Plan.

"Final Order" means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction: (i) that has not been reversed, stayed, modified, or amended; (ii) as to which the time to or the right to appeal or seek reconsideration, review, rehearing, or certiorari has expired or been waived (without regard to whether the time to seek relief from a judgment under Bankruptcy Rule 9024 has expired); and (iii) as to which no appeal or petition for reconsideration, review, rehearing, or certiorari is pending.

"First Day Declaration" means the *Declaration of Gerard Uzzi In Support of Emergency First Day Motions of the Debtors* [Docket No. 13].

"FlexGen Sale" has the meaning set forth in Section 5.9 hereof.

"General Claims Bar Date" means September 29, 2025, at 5:00 p.m., prevailing Eastern Time, which is the general deadline set pursuant to the Bar Date Order for filing proofs of claim for any Claims against the Debtors that arose prior to the Petition Date.

"General Unsecured Claim" means any unsecured Claim against the Debtors or the Estates, that is not a Secured Claim, an Administrative Claim, a Priority Tax Claim, or a Priority Non-Tax Claim.

"Governmental Unit" means the United States; State; Commonwealth, District, Territory, municipality, foreign state, department, agency, or instrumentality of the United States (but not a United States trustee while serving as a trustee in a case under Chapter 11), a State, a Commonwealth, a District, a Territory, a municipality, or a foreign state; or other foreign or domestic government.

"Impaired" means with respect to a Claim or Class of Claims, a Claim or Class of Claims that is impaired within the meaning of section 1124 of the Bankruptcy Code.

"Indemnified Parties" has the meaning set forth in Section 15 hereof.

"Initial Distribution Date" means the Effective Date, or as soon as practicable thereafter when the initial distribution of Cash shall be made to the holders of Allowed Claims, as determined by the Debtors or the Liquidating Trustee, as applicable, and taking into account any applicable required reserves.

"Initial Trust Cash" has the meaning set forth in Section 13 hereof.

"Initial WARN Act Claim Reserve Amount" means [$●] funded by the Debtors to establish the WARN Act Claim Reserve.

"Insider" means an insider of the Debtors, as defined in section 101(31) of the Bankruptcy Code.

"Insurance Policies" means all insurance policies maintained by the Debtors as of the Petition Date, including but not limited to director and officer insurance policies.

"Intercompany Claim" means any Claim held by a Debtor against another Debtor, including any Claim arising under, or related to, any cash management arrangement, shared services arrangement, tax sharing agreement, intercompany loan, advance, receivable, payable, guaranty, allocation, contribution, reimbursement right, or other intercompany transaction, whether arising prior to or after the Petition Date.

"Interest" means any equity interest in the Debtors, including, but not limited to, all issued, unissued, authorized, or outstanding shares or stock, whether vested or non-vested, together with any warrants, options, or contract rights to purchase or acquire such interests at any time.

"Interim DIP Order" means *the Interim Order (I) Authorizing the Debtors to Obtain Postpetition Operational Cash Flow Financing; (II) Granting Liens and Providing Superiority Administrative Expense Claims; (III) Modifying the Automatic Stay; (IV) Scheduling a Final DIP Hearing; and (V) Granting Related Relief* [Docket No. 169].

"Interim Fee Order" means the *Administrative Fee Order Establishing Procedures for Allowance and Payment of Interim Compensation and Reimbursement of Expenses of Professionals Retained by Order of this Court* [Docket No. 519], entered by the Bankruptcy Court in the Chapter 11 Cases.

"KEIP/KERP Order" has the meaning set forth in Section 5.8 hereof.

"Lien" means any charge against or interest in property (including, but not limited to, any mortgage, lien, pledge, charge, security interest, encumbrance, or other security device of any kind) to secure payment of a debt or performance of an obligation.

"Liquidating Trust" means the trust established on the Effective Date in accordance with the Liquidating Trust Agreement for the purpose of liquidating and distributing the assets of the Estates, in accordance with 26 C.F.R. § 301.7701-4(d).

"Liquidating Trust Assets" means any and all assets of the Estates of every kind and character, wherever located, whether real or personal, tangible or intangible, transferred to the Liquidating Trust for the benefit of the Liquidating Trust Beneficiaries pursuant to the Plan and the Liquidating Trust Agreement, including, without limitation, to the extent not otherwise excluded by this definition: (i) all remaining cash; (ii) all Causes of Action, and the proceeds from the prosecution therefrom or the settlement thereof; (iii) all rights, claims and/or assets under any and all contracts, agreements, and licenses (whether or not executory contracts, and whether or not rejected or assumed) of the Debtors, including all rights and/or assets retained by any of the Debtors under any asset purchase agreement with third-party purchasers approved by the Bankruptcy Court prior to the Effective Date; (iv) any proceeds of the foregoing; and (v) all files, books and records relating to the Debtors' businesses or the administration of the Plan. Notwithstanding the foregoing, any assets received for distribution to holders of allowed WARN Act Claims, including but not limited to the Initial WARN Act Claim Reserve Amount, shall not be considered Liquidating Trust Assets.

"Liquidating Trust Assets Account" means an interest-bearing bank account or money-market account to be established and held in trust by the Liquidating Trustee on or after the Effective Date for the purpose of holding the Liquidating Trust Assets to be distributed pursuant to the Plan.

"Liquidating Trust Agreement" means the agreement, substantially in the form included in the Plan Supplement, governing the Liquidating Trust, as it may be subsequently modified from time to time.

"Liquidating Trust Beneficiaries" means holders of Allowed General Unsecured Claims that receive beneficial interests in the Liquidating Trust under the Plan.

"Liquidating Trust Interests" means the non-transferable beneficial interests in the Liquidating Trust.

"Liquidating Trust Professional Fee Reserve" means a reserve fund to be established by the Liquidating Trustee to pay any accrued and unpaid (a) Professional Fee Claims incurred by a Professional and which have not yet been approved by the Bankruptcy Court; and (b) Professional Fee Claims approved by the Bankruptcy Court, in each case, in excess of the Debtor Professional Fee Reserve. The amounts deposited into the Liquidating Trust Professional Fee Reserve shall be free and clear of all liens, claims and encumbrances of any Persons or Entities except to the extent that any excess amounts remain in the Liquidating Trust Professional Fee Reserve after payment of all Allowed Professional Fee Claims, such excess amounts shall be distributed in accordance with the Plan.

"Liquidating Trustee" means the Person selected by the Committee, with the consent of the Debtors which may not be unreasonably withheld, to act as trustee of each of the Liquidating Trust and the Direct Claims Trust, in accordance with the terms of the Plan, the Confirmation Order, and the Liquidating Trust Agreement or the Direct Claims Trust Agreement, as applicable, or such successor appointed as the trustee in accordance with the Liquidating Trust Agreement or the Direct Claims Trust Agreement, as applicable.

"Liquidation Proceeds" means any Cash or other consideration paid to or realized by the Debtors or the Liquidating Trustee, as applicable, upon the collection, sale, transfer, assignment, or other disposition of the Liquidating Trust Assets.

"Litigation" means the interest of the Estates, the Debtors, or the Liquidating Trust, as applicable, in any and all claims, rights, and Causes of Action that have been or may be commenced by the Debtors or the Liquidating Trustee, as applicable, except to the extent concerning any Released Parties. Litigation includes, without limitation not otherwise stated herein, any action: (i) for recovery of an Avoidance Action; (ii) for the recovery of property or payment of money that belongs to or can be asserted by the Debtors or the Liquidating Trust, as applicable; (iii) for compensation for damages incurred by the Debtors; and (iv) equitable subordination actions against Creditors.

"Litigation Recovery" means any Cash or other property received by the Debtors or the Liquidating Trust, as applicable, from all or any portion of the Litigation, including, but not limited to, awards of damages, attorneys' fees and expenses, interest, and punitive damages, whether recovered by way of settlement, execution on judgment, or otherwise. If any Litigation is pursued on a contingent-fee basis, the Litigation Recovery will be net of any contingent fee paid to legal counsel.

"Mainfreight Sale" has the meaning set forth in Section 5.11 hereof.

"Oversight Committee" has the meaning set forth in Section 13 hereof.

"Person" means any individual, corporation, limited liability company, general partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, Governmental Unit, or other Entity.

"Petition Date" means the date each Debtor filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code and with respect to Powin Project LLC, shall mean June 9, 2025, with respect to Powin EKS SellCo LLC, shall mean [●], 2025, with respect to Powin Canada B.C. Ltd., Powin Energy Ontario Storage II LP, and Powin Energy Storage 2, Inc., shall mean June 22, 2025, and with respect to the remaining Debtors shall mean June 10, 2025.

"Plan Documents" means the Plan, the Disclosure Statement, the Plan Supplement, the Direct Claims Trust Agreement, the Liquidating Trust Agreement, any plan support letters, or other documents or pleadings filed by the Debtors relating to the Plan.

"Plan Objection Deadline" means the deadline established by the Bankruptcy Court for filing and serving objections to Confirmation of the Plan.

"Plan Supplement" means the pleading or pleadings identified in the Plan or Disclosure Statement for filing with the Bankruptcy Court not later than seven (7) calendar days prior to the Plan Objection Deadline, which shall include certain exhibits and schedules to the Plan, as well as documents, agreements, and instruments evidencing and effectuating the Plan.

"Prepetition Loan Agreement" means that Loan Agreement, dated as of October 1, 2024, among Powin, LLC, Powin Energy Intermediate, LLC, the Subsidiary Guarantors party thereto, the Lenders party thereto (the "Prepetition Lenders" and each a "Prepetition Lender"), and GLAS USA LLC, as administrative agent and collateral agent (in such capacities, the "Prepetition Administrative Agent" and the "Prepetition Collateral Agent").

"Prepetition Loan Documents" means all promissory notes, guarantees, security agreements, filings, deposit account control agreements, intellectual property security agreements and other instruments and documents delivered in connection with the Prepetition Loan Agreement.

"Prepetition Loan Facility" means the financing facility pursuant to the Prepetition Loan Agreement.

"Priority Claim" means a Priority Non-Tax Claim or a Priority Tax Claim.

"Priority Non-Tax Claim" means any Claim, other than an Administrative Claim, a Priority Tax Claim, or a WARN Act Claim, as set forth herein, to the extent entitled to priority under section 507(a) of the Bankruptcy Code.

"Priority Tax Claim" means a Claim of a Governmental Unit of the kind specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

"Pro Rata" means proportionately so that, with respect to a Claim, the ratio of: (a) (i) the amount of property distributed on account of a particular Claim to (ii) the Allowed amount of the Claim, is the same as the ratio of (b) (i) the amount of property distributed on account of all

Allowed Claims in the Class or Classes entitled to share in the applicable distribution to (ii) the amount of all Allowed Claims in such Class or Classes.

"Professional" means an Entity: (a) employed pursuant to a Final Order in accordance with sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to sections 327, 328, 329, 330, and 331 of the Bankruptcy Code, or (b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

"Professional Fee Claim" means those fees and expenses claimed by Professionals pursuant to sections 330, 331, or 503 of the Bankruptcy Code, and accrued and unpaid as of the Effective Date.

"Proof of Claim" means a proof of claim filed pursuant to section 501 of the Bankruptcy Code or any order of the Bankruptcy Court, together with supporting documents.

"Rejection Bar Date" means the last date for any Entity whose claims arise out of the Bankruptcy Court approved rejection of an executory contract or unexpired lease to file a proof of claim for damages related to such rejection. The Rejection Bar Date for such Claims will be, (i) with respect to executory contracts and unexpired leases rejected pursuant to a Bankruptcy Court order other than the Confirmation Order, the date provided by an order approving the rejection, and, (ii) with respect to executory contracts and unexpired leases rejected pursuant to the Confirmation Order, the date that is thirty (30) days after the Effective Date.

"Rejection Motion" has the meaning set forth in Section 5.9 hereof.

"Related Persons" means, subject to any exclusions expressly set forth in the Plan, with respect to a specific Person, said Person's successors and assigns, and as applicable, its current and former shareholders, Affiliates, subsidiaries, employees, agents, investment managers, subagents, officers, directors, managers, trustees, partners, members, professionals, representatives, advisors, attorneys, financial advisors, accountants, and consultants.

"Release Opt-Out Election Form" means a form for holders of Claims to opt out of being a Releasing Party in connection with the Third Party Release.

"Released Parties" means collectively (a) the Debtors, (b) the Debtors' respective current officers and managers, including John Brecker, in any capacity, including, without limitation, his capacity as Independent Manager of Powin LLC, (c) Gerard Uzzi, in any capacity, including, without limitation, his capacity as Chief Restructuring Officer of Powin, LLC and former Independent Manager of Powin, LLC, (d) Brian Kane, Chad Paulson, any others agreed to between the Committee and the Debtors, in any capacity, subject to approval by the Committee based on the results of its investigation and (if required by the Committee) execution of an agreement satisfactory to the Committee to cooperate with the Liquidating Trust and the Direct Claims Trust in their investigation and prosecution of claims, (e) members of the Committee (solely in their capacities as Committee members), (f) Bankruptcy Court-approved Estate and Committee professionals, and (g) any other party, subject to approval by the Committee, which may be withheld for any reason or conditioned on execution of any appropriate agreement to cooperate

with the Liquidating Trust and the Direct Claims Trust in their investigation and prosecution of claims, for whom the Debtors determine a release is appropriate.

"Releasing Parties" means, individually and collectively: (i) each holder of a Claim or Interest that does not opt out of the Third Party Release; (ii) the Committee and each of its members in such capacity; and (iii) with respect to each of the foregoing Entities in clauses (i) and (ii), such Entities' or Persons' successors, assigns, transferees, and such Entities' or Persons' officers and directors, agents, members, financial and other advisors, attorneys, employees, partners, affiliates, and representatives (in each case in their capacity as such), and any and all other entities who may purport to assert any cause of action, by, through, for, or because of such Entities or Persons.

"Sale Transactions" means collectively, the FlexGen Sale, the Mainfreight Sale and the EKS Sale pursuant to section 363 of the Bankruptcy Code, the procedures established under the terms of the Bidding Procedures Order, and an order of the Bankruptcy Court approving such sales.

"Schedules" means the schedules of assets and liabilities as the Bankruptcy Court required the Debtors to file pursuant to section 521 of the Bankruptcy Code, the Official Bankruptcy Forms, and the Bankruptcy Rules, as they may be amended and supplemented from time to time, and the Debtors' statements of financial affairs filed with the Bankruptcy Court, as the Bankruptcy Court required the Debtors to file pursuant to section 521 of the Bankruptcy Code, the Official Bankruptcy Forms, and the Bankruptcy Rules, as they may be amended and supplemented from time to time [Docket Nos. 414-437].

"Secured Claim" means any Claim that is secured in whole or part, as of the Petition Date, by a Lien which is valid, perfected, and enforceable under applicable law and is not subject to avoidance under the Bankruptcy Code or applicable non-bankruptcy law, or subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of such Lien or right of setoff as determined under sections 506(a) or 1129(b) of the Bankruptcy Code, as applicable.

"Securities Act" means the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, together with the rules and regulations promulgated thereunder, as amended from time to time.

"Settled Priority Claim" means a claim for priority asserted under section 503(b)(9) or 546(c) of the Bankruptcy Code which is settled consistent with this Combined Plan and Disclosure Statement by the Debtors and the party asserting such claim.

"Subsequent Distribution Date" means any date after the Initial Distribution Date upon which the Liquidating Trust makes a distribution to any holders of Allowed Administrative, Secured, Priority, or General Unsecured Claims.

"Tax" means any tax, charge, fee, levy, impost, or other assessment by any federal, state, local, or foreign taxing authority, including, without limitation, income, excise, property, sales, transfer, employment, payroll, franchise, profits, license, use, *ad valorem*, estimated, severance, stamp, occupation, and withholding tax.

"Tax" shall include any interest or additions attributable to, imposed on, or with respect to such assessments.

"Tax Claim" means all or that portion of an Allowed Claim held by a Governmental Unit for a Tax assessed or assessable against the Debtors.

"Third Party Release" has the meaning set forth in Section 15.2(c) hereof.

"Trust" shall mean either the Liquidating Trust or the Direct Claims Trust, as applicable.

"Trust Budget" means a budget for the payment by the Liquidating Trust of post-Effective Date costs and expenses of the Liquidating Trust and Direct Claims Trust. The initial Trust Budget shall be filed with the Plan Supplement. The Liquidating Trustee may amend the Trust Budget only with the consent of the Oversight Committee.

"Trust Funding Amount" means a one-time transfer of cash to the Liquidating Trust for the administration of the Liquidating Trust, in the amount set forth in the initial Trust Budget to be attached to the Plan Supplement.

"Unimpaired Claim" means an unimpaired Claim within the meaning of section 1124 of the Bankruptcy Code.

"U.S. Trustee" means the Office of the United States Trustee for the District of Delaware.

"Voting Classes" means Classes 3, 4, and 5.

"Voting Deadline" means November 18, 2025 at 4:00 p.m. (prevailing Eastern Time).

"Voting Instructions" means the instructions for voting on the Plan contained on the Ballots.

"Voting Record Date" means the date as of which the identity of holders of Claims is set by the Bankruptcy Court for purposes of determining the Entities entitled to receive and vote on the Plan.

"WARN Act Claims" means the Claims alleged in the WARN Action.

"WARN Act Claims Administrator" means the Liquidating Trustee.

"WARN Act Claim Reserve" means the reserve related to the WARN Action as set forth in Section 13.7 hereof.

"WARN Act Claim Reserve Account" means the escrow or other segregated account maintained and administered by the Liquidating Trustee for the benefit of the Allowed WARN Act Claims if the settlement with respect to WARN Act Claims is approved or the Class 5A General Unsecured Claims held by holders of WARN Act Claims if so determined by an order of the Bankruptcy Court if such settlement is not approved.

"WARN Action" means that certain adversary proceeding pending before the Bankruptcy Court, captioned at *Brian Palomino, on behalf of himself and all others similarly situated v. Powin,*

LLC, Powin Energy Operating Holdings, LLC and Powin Energy Operating, LLC, Adv. No. 25-01249 (MBK) (Bankr. D. N.J.).

SECTION 3
SUMMARY OF CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS UNDER PLAN AND IMPORTANT SOLICITATION AND CONFIRMATION DATES AND DEADLINES

3.1 Summary of Classification and Treatment of Claims and Interests. All Claims against or Interests in the Debtors are classified for purposes of voting and distributions under the Plan. Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor, and each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code. The classifications of Claims and Interests shall be deemed to apply separately with respect to each Plan proposed by each Debtor, as applicable. Further, the Plan groups the Debtors together solely for purposes of describing treatment under the Plan, confirmation of the Plan, voting on the Plan, and making distributions in accordance with the Plan. Accordingly, for such limited purposes only, the Debtors will be deemed, and not actually, consolidated. Notwithstanding the foregoing, such groupings shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, or cause the transfer of any assets or liabilities among them. No substantive consolidation of the Debtors or their Estates shall be deemed to have occurred for any purpose other than the limited consolidation solely for voting and distributions under the Plan described herein. Except as otherwise provided by or permitted under the Plan, all Debtors shall continue to exist as separate legal entities.

A summary of the classification of these Claims and Interests, the proposed treatment of each Class of Claims or Interests, and the voting status of each Class of Claims or Interests follows.

Class	Treatment	Status
Unclassified: Administrative Claims, estimated to total approx. $[●] **Estimated Recovery: 100%**	Except to the extent that a holder of an Allowed Administrative Claim agrees to less favorable treatment, each holder of an Allowed Administrative Claim, other than a Professional Fee Claim, shall receive, without interest, Cash equal to the Allowed amount of such Claim: (a) on or as soon as practicable after the later of (i) the Effective Date, or (ii) the date upon which the Bankruptcy Court enters a Final Order determining or approving such Claim; (b) in accordance with the terms and conditions of agreements between the holder of such Claim and the Debtors or the Liquidating Trustee, as the case may be; (c) with respect to any Administrative Claims representing obligations incurred in the ordinary course of the Debtors' business, upon such regular and customary payment or performance terms as may exist in the ordinary course of the Debtors' business or as otherwise provided in the Plan; or (d) with respect to statutory fees due pursuant to 28 U.S.C. § 1930(a)(6), as and when due under applicable law.	Unclassified – not entitled to vote
Unclassified: Priority Tax Claims, estimated to total approx. [$●] **Estimated Recovery: 100%**	Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in exchange for full and final satisfaction of each Allowed Priority Tax Claim, each holder of an Allowed Priority Tax Claim shall be paid the full unpaid amount of such Allowed Priority Tax Claim as follows: (a) Cash equal to the unpaid portion of the Allowed Priority Tax Claim on the later of the Effective Date or thirty (30) days following the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, or (b) such other treatment as to which the holder of an Allowed Priority Tax Claim and the Debtors shall have agreed upon in writing.	Unclassified – not entitled to vote
Class 1: Priority Non-Tax Claims, estimated to total approx. [$●] **Estimated Recovery:** [●]	Except to the extent a holder of an Allowed Priority Non-Tax Claim agrees to less favorable treatment, on the later of (i) the Effective Date or (ii) the date such Priority Non-Tax Claim becomes Allowed, or as soon as reasonably practicable thereafter, each holder of an Allowed Priority Non-Tax Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Claim, payment in full in Cash in an amount equal to the	Unimpaired – deemed to accept the Plan

Class	Treatment	Status
	Allowed amount of such Claim.	
Class 2: Other Secured Claims, estimated to total approx. [$●] **Estimated Recovery:** [●]	Except to the extent a holder of an Allowed Other Secured Claim agrees to less favorable treatment, on the later of (i) the Effective Date or (ii) the date such Other Secured Claim becomes Allowed, or as soon as reasonably practicable thereafter, each holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Claim, at the discretion of the Distribution Agent (x) payment in full in Cash in an amount equal to the Allowed amount of such Claim; (y) such other treatment sufficient to render such Other Secured Claim Unimpaired; or (z) return of the applicable collateral or authorization of a setoff in satisfaction of the Allowed amount of such Other Secured Claim.	Unimpaired – deemed to accept the Plan
Class 3: WARN Act Claims, estimated to total approx. [$●] **Estimated Recovery:** [●]	This Combined Plan and Disclosure Statement proposes a settlement with respect to WARN Act Claims. Specifically, if the representatives of the holders of WARN Act Claims agree on a binding basis to such settlement as memorialized in the Plan Supplement, such holders will receive the following treatment: (a) the allowance of the WARN Act Claims in the amount set forth in the Plan Supplement (the "Allowed WARN Act Claims"); (b) the certification of a class pursuant to Fed. R. Bankr. P. 7023 with respect to the Allowed WARN Act Claims; (c) the payment of an initial cash payment on the Effective Date on account of the Allowed WARN Act Claims to the designated class representative of such Allowed WARN Act Claims identified in the Plan Supplement to be distributed by such class representative to members of the class; and (d) the payment of additional cash payments to the class representative to be distributed to members of the class as described in the Plan Supplement following the Effective Date on the occurrence of certain milestone events disclosed in the Plan Supplement until the Allowed WARN Act Claims are satisfied in full. In the event a settlement with holders of WARN Act Claims is not reached, each WARN Act Claim shall be treated as either a Class 1 Priority Non-Tax Claim or a Class 5 General Unsecured Claim, as determined by an order of the	Impaired – entitled to vote

Class	Treatment	Status
	Bankruptcy Court.	
Class 4: Settled Priority Claims, estimated to total approx. [$●] **Estimated Recovery:** [●]	This Combined Plan and Disclosure Statement proposes a settlement for Settled Priority Claims. Specifically, if holders of a Settled Priority Claim agree on a binding basis to such settlement as memorialized in the Plan Supplement, such holders will receive the following treatment: (a) the allowance of the Settled Priority Claim in the amount set forth in the Plan Supplement (the "Allowed Settled Priority Claim"); (b) the payment of the documented professional fees incurred by the holder of the Allowed Settled Priority Claim, as agreed by the Debtors and disclosed in the Plan Supplement, on the Effective Date; and (c) the treatment of the Allowed Settled Priority Claim as a Class 5 General Unsecured Claim except for the foregoing payment of such documented professional fees on the Effective Date.	Impaired – entitled to vote
Class 5: General Unsecured Claims, estimated to total approx. [$●] **Estimated Recovery:** [●]	Class 5A: Each holder of an Allowed General Unsecured Claim shall receive in exchange for its Allowed General Unsecured Claim, a Pro Rata interest in the Liquidating Trust. Class 5B: Each holder of an Allowed General Unsecured Claim, who is also a Contributing Direct Claim Holder, shall receive, in addition to the treatment afforded to it as a Class 5A Claim Holder, a Pro Rata interest in the Direct Claims Trust on account of the Direct Claims contributed to the Direct Claims Trust.	Impaired – entitled to vote
Class 6: Intercompany Claims, estimated to total approx. [$●] **Estimated Recovery: 0%**	There shall be no Distribution on account of Intercompany Claims, except as necessary or appropriate for tax efficiency, provided, however, that no Distribution will be in Cash. Upon the Effective Date, all Intercompany Claims will be deemed cancelled, released, and discharged, subject to the foregoing.	Impaired – deemed to reject the Plan
Class 7: Interests **Estimated**	There shall be no Distribution on account of Interests. Upon the Effective Date, all Interests will be deemed	Impaired – deemed to reject

Class	Treatment	Status
Recovery: 0%	cancelled and will cease to exist.	the Plan

3.2 Important Dates and Deadlines.

Event	Proposed Date
Disclosure Statement Conditional Approval Objection Deadline	October 8, 2025 at 4:00 p.m.
Disclosure Statement Reply Deadline	October 9, 2025
Voting Record Date	October 10, 2025
Proposed Hearing Date for Conditional Approval of Disclosure Statement	October 10, 2025
Expected Entry of Conditional DS Approval Order/Delivery to Verita	October 13, 2025
Deadline to Serve Notice and Solicitation Package	Five business days following entry of Conditional DS Approval Order
Publication Deadline[3]	Five business days following entry of Conditional DS Approval Order
Deadline to file Plan Supplement	November 7, 2025 at 4:00 p.m.
Deadline for Creditors to File Rule 3018 Motions	November 11, 2025 at 4:00 p.m.
Voting Deadline	November 18, 2025 at 4:00 p.m.
Combined Plan and Disclosure Statement Objection Deadline	November 18, 2025 at 4:00 p.m.
Deadline to File Confirmation Brief and Other Evidence Supporting the Combined Plan and Disclosure Statement	November 21, 2025 at 4:00 p.m.
Deadline to File Voting Tabulation Affidavit	November 21, 2025 at 4:00 p.m.
Confirmation Hearing	November 25, 2025 at 11:30 a.m.

SECTION 4
BACKGROUND

4.1 General Background.

(a) Debtors' Prepetition Business and Operations.

Prior to the Petition Date, the Debtors operated as a leading energy storage integrator at the forefront of the clean energy revolution, based in Portland, Oregon, and with offices around the world in Vietnam, China, Canada, Australia, and Spain. The Debtors focused their business on advancing the next frontier of energy by ensuring access to clean, reliable, resilient, and affordable power through cutting-edge technology. The Debtors' business model targeted innovations in energy storage, which are essential to the planet's transition to a sustainable, carbon-free world.

At a high level, the Debtors' business model had two lines of business: (i) the engineering and installation of battery energy storage systems, which are governed by various energy supply agreements (each, an "ESA"); and (ii) the warranties, servicing and maintenance of battery energy storage systems, which are governed by various long term servicing agreements (each, an "LTSA"). To implement the Debtors' business plan, the Debtors entered into these ESAs and LTSAs with its customers, and then used suppliers and vendors to support performance under the ESAs and LTSAs.

(b) Corporate Organizational Structure.

The Debtors' prepetition organization structure is attached to the First Day Declaration as Exhibit A.

(c) Debtors' Prepetition Debt Structure.

(i) Prepetition Secured Debt

As of the Petition Date, the outstanding secured obligations under the Loan Agreement were no less than $25,612,281.51, plus any other fees, expenses, and other obligations owed under the Prepetition Loan Documents. On August 20, 2025, the Prepetition Secured Debt was satisfied in full with proceeds from the FlexGen Sale transaction.

(ii) Unsecured Debt

As of the Petition Date, the Debtors estimate that unsecured claims against the Debtors are at least $300,000,000, including: (i) accrued and unpaid amounts owed to the Debtors' trade vendors and customers and other unsecured debt incurred in the ordinary course of the Debtors' business; and (ii) certain ongoing or threatened litigation claims, which are disputed.

(d) Debtors' Tax Status.

The Debtors' tax filing obligations vary by entity. Debtors Powin Energy Operating Holdings LLC and Powin Energy Operating LLC were required to file U.S. federal tax returns. Powin Project, LLC, which was newly formed in 2025, has not yet filed any federal tax returns. Certain affiliates—Powin Energy Storage 2, Inc., Powin Energy Ontario Storage II LP, and Powin Canada B.C. Ltd.—file separate tax returns under Canadian law. The remaining Debtors—Powin, LLC; PEOS Holdings, LLC; Powin China Holdings 1, LLC; Powin China Holdings 2, LLC; Charger Holdings, LLC; Powin Energy Ontario Storage, LLC; Powin Energy Operating Holdings, LLC; Powin Energy Operating, LLC; and Powin EKS SellCo, LLC—are pass-through entities and their tax reporting is included in the combined federal tax return of non-Debtor Powin Energy Holdings LLC. For the avoidance of doubt, any tax liabilities attributable to such pass-through Debtors are obligations of Powin Energy Holdings LLC and/or its equity holders, and the Debtors expressly disclaim any liability in connection therewith.

4.2 Events Leading to Chapter 11 Filing.

The Debtors commenced these Chapter 11 Cases as a result of certain historical challenges to the Debtors' business, including severe liquidity constraints, an extreme overdependence on

trade credit, increasing assertions of liquidated damages entitlements by customers aggrieved by alleged performance delays, and damaged credibility with customers. The Debtors commenced these Chapter 11 Cases in order to, among other things, pursue a value-maximizing sale process for their assets.

SECTION 5
THE CHAPTER 11 CASES

The following is a brief description of certain material events that have occurred during the Chapter 11 Cases.

5.1 First Day Motions and Other Early Developments in the Chapter 11 Cases.

The Debtors filed a number of motions after the Petition Date to, among other things, help stabilize operations and establish procedures for the Chapter 11 Cases:

(i) joint administration motion [Docket No. 3] and order thereon [Docket No. 58];

(ii) application to appoint Kurtzman Carson Consultants, LLC dba Verita Global as the Debtors' claims and noticing agent [Docket No. 9] and order thereon [Docket No. 66];

(iii) motion for authorization to use certain cash management procedures, bank accounts, and certain payment methods, and to modify requirements imposed by section 345(b) of the Bankruptcy Code [Docket No. 12], interim order thereon [Docket No. 60], and final order thereon [Docket No. 397];

(iv) motion for authorization to continue insurance programs and prepetition surety bonds and pay obligations arising thereunder [Docket No. 8], interim order thereon [Docket No. 61], and final order thereon [Docket No. 394];

(v) motion to provide procedures to deal with utility providers [Docket No. 112], interim order thereon [Docket No. 399], and final order thereon [Docket No. 679]; and

(vi) motion to pay certain prepetition employee obligations, and to continue certain employee benefits programs [Docket No. 7], interim order thereon [Docket No. 63], and final order thereon [Docket No. 395].

5.2 Prepetition Loan Facility and Cash Collateral Order.

(i) Prior to the Petition Date, certain of the Debtors entered into the Prepetition Loan Agreement with the Prepetition Lenders. Pursuant to the Prepetition Loan Agreement, the Prepetition Lenders provided the Debtors with up to $200,000,000 in total commitments. As of the Petition Date, the outstanding secured obligations under the Prepetition Loan Agreement were no less than $25,612,281.51, plus any other fees, expenses, and other obligations owed under the Prepetition Loan Documents.

(ii) On June 10, 2025, the Debtors filed a motion for authority to use cash collateral and to provide the Prepetition Secured Parties with adequate protection [Docket No. 11]. On June 13, 2025, the Bankruptcy Court approved such motion on an interim basis [Docket No. 68]. On July 16, 2025, the Bankruptcy Court approved such motion on a final basis [Docket No. 400]. On August 20, 2025, the Debtors paid in full the secured obligations under the Prepetition Loan Agreement.

5.3 DIP Financing.

On June 21, 2025, the Debtors filed the *Motion of the Debtors for Entry of Interim and Final Orders: (I) Authorizing the Debtors to Obtain Postpetition Operational Cash Flow Financing; (II) Granting Liens and Providing Superpriority Administrative Expense Claims; (III) Modifying the Automatic Stay; (IV) Scheduling a Final DIP Hearing; and (V) Granting Related Relief* [Docket No. 120] (the "DIP Motion"). The Debtors filed the DIP Motion in order to obtain critical liquidity necessary to continue operations. By the DIP Motion, the Debtors sought, among other things, authorization and approval of the DIP Facility from the Lenders, with up to $27.5 million in new money borrowing capacity. The DIP Facility was market tested and evaluated by the Debtors and their professionals. On June 26, 2025, the Bankruptcy Court entered the Interim DIP Order and on July 25, 2025, the Bankruptcy Court entered the Final DIP Order. On August 19, the DIP Facility was fully satisfied when the DIP Lender applied the outstanding obligations as a credit against its purchase price in the FlexGen Sale transaction.

5.4 Debtors' Retention of Professionals and Personnel.

The Bankruptcy Court granted the Debtors' applications or motions, as applicable, to employ certain professionals, including (i) Dentons US LLP and Togut, Segal & Segal LLP as bankruptcy co-counsel in the Chapter 11 Cases (Docket Nos. 753 and 596); and (ii) Uzzi & Lall, a restructuring advisory firm, to provide Gerard Uzzi as the Debtors' Chief Restructuring Officer and additional personnel as of the Petition Date (Docket No. 690).

5.5 Prepetition Taxes.

On June 18, 2025, the Debtors filed the *Motion of the Debtors for Entry of an Interim and Final Order (I) Granting Authority to Pay Certain Prepetition Taxes; and (II) Granting Related Relief* [Docket No. 99] (the "Tax Motion"), which the Court granted on an final basis on August 7, 2025 [Docket No. 675].

5.6 Formation of the Committee; Retention of Professionals.

On June 27, 2025, the U.S. Trustee formed the Committee, comprised of (i) Ace Engineering & Co. Ltd., (ii) Celestica LLC, (iii) Contemporary Amperex Technology Co., Limited (CATL), (iv) Kupono Solar, LLC, (v) Formosa Electronic Industries Inc., (vi) JMS Wind Energy, LLC, (vii) R.H. Shipping & Chartering S de RL de CV, (viii) Brian Palomino, and (iv) GreEnergy Resources LLC [Docket No. 174]. The Committee retained Brown Rudnick LLP and Genova Burns LLC as bankruptcy co-counsel, and Alvarez & Marsal North America, LLC as its financial advisor.

5.7 Debtors' Schedules and Statement of Financial Affairs.

Upon the Debtors' motion, pursuant to an order entered on June 13, 2025 [Docket No. 65], the Bankruptcy Court extended the Debtors' time to file the Debtors' Schedules of Assets and Liabilities and Statements of Financial Affairs until July 17, 2025.

On July 17, 2025, the Debtors filed their respective Schedules and Statements of Financial Affairs [Docket Nos. 414-437]. The *General Global Notes And Statement Of Limitations, Methodology And Disclaimers Regarding The Debtors' Schedules Of Assets And Liabilities And Statements Of Financial Affairs* provided, among other things, a comprehensive explanation regarding the limitations on the Debtors' financial reporting and processes and explained that the Schedules and Statements contained unaudited financial information that may be inaccurate and/or incomplete.

The Debtors intend to imminently file various amendments to their Schedules and Statements of Financial Affairs.

5.8 Claims Bar Dates.

On August 20, 2025, the Bankruptcy Court entered the Bar Date Order setting September 29, 2025, as the general claims bar date for the filing of proofs of claim; and December 8, 2025, as the claims bar date for governmental units.

5.9 KEIP and KERP Motion.

On July 23, 2025, the Debtors filed the *Motion of the Debtors for Entry of Order (I) Approving Key Employee Retention Plan and Key Employee Incentive Plan and (II) Granting Related Relief* [Docket No. 493], which was approved by order of the Bankruptcy Court entered on August 7, 2025 [Docket No. 665] (the "KEIP/KERP Order").

5.10 Rejection Motions and Related Matters.

(i) Customer Contract Rejection Motion

On June 17, 2025, the Debtors filed the *Omnibus Motion of the Debtors for Entry of an Order (I) Authorizing the Rejection of Legacy Customer Contracts and (II) Granting Related Relief* [Docket No. 88] (the "Customer Contract Rejection Motion"). Through the Customer Contract Rejection Motion, the Debtors sought authority, pursuant to section 365 of the Bankruptcy Code, to reject in their entirety all of the Debtors' Energy Supply Agreements, Long Term Service Agreements, and related contractual arrangements with their customers (the "Customer Contracts"). The Debtors explained that these agreements had become unduly burdensome to the estates, no longer provided a net economic benefit, and, in many instances, obligated the Debtors to perform under contracts that were heavily out of the money and inconsistent with the Debtors' restructuring objectives.

After notice and an opportunity for parties in interest to be heard, and following consideration by the Court, the Court entered an order on September 9, 2025 [Docket No. 843] granting the Customer Contract Rejection Motion. Numerous parties in interest filed responses to

the Customer Contract Rejection Motion; however, all objections to the requested relief were either consensually resolved or overruled by the Court. The Court's order authorized the rejection of the Customer Contracts, thereby relieving the estates of the ongoing administrative and financial burdens associated with those legacy customer agreements and aligning the Debtors' contractual obligations with their restructuring strategy.

(ii) Omnibus Rejection Motions

The Debtors intend to imminently file various omnibus rejection motions (the Omnibus Rejection Motions, and, together with the Customer Contract Rejection Motion, the "Rejection Motions"), which motions shall seek authority to reject certain contracts that were not assigned in the Sale Transactions and were not needed by the Debtors.

5.11 Adequate Protection Motions.

In connection with the Customer Contract Rejection Motion, two separate groups of the Debtors' customers filed motions [Docket Nos. 117 and 297] (collectively, the "Adequate Protection Motions") seeking (i) to compel the Debtors to take certain actions related to intellectual property pursuant to Section 365(n) of the Bankruptcy Code and (ii) adequate protection under Section 363(e) of the Bankruptcy Code. The Adequate Protection Motions remain pending and, absent further continuance or consensual resolution, are scheduled to be heard by the Court on September 25, 2025.

5.12 Sale Proceedings.The Debtors commenced these Chapter 11 Cases in order to, among other things, engage in a value-maximizing sale process for their assets. To that end, on July 1, 2025, the Debtors filed the *Motion of the Debtors for Entry of an Order (I) Designating a Stalking Horse Bidder and Approving Stalking Horse Bidder Protections, (II) Approving Bidding Procedures By Which Interested Parties May Bid and an Auction Sale Format in Connection With the Sale of Substantially All of the Debtors' Assets; (III) Approving Form of Asset Purchase Agreement, (IV) Approving From of Noice to be Provided to Interested Parties, (V) Authorizing the Assumption and Assignment of Assumed Contracts and Notice Procedures Thereto, (VI) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest and Best Bidder, and (VII) Authorizing the Sale of the Debtors' Property Fee and Clear of all Causes of Action and Claims* [Docket No. 228] (the "Bidding Procedures Motion"), which the Bankruptcy Court granted through entry of the Bidding Procedures Order on July 17, 2025. In accordance therewith, on July 30, 2025, the Debtors conducted an auction of their assets after receiving three qualified bids, all as more detailed in the *Notice of Winning Bidders* [Docket No. 591] ("Notice of Winning Bidders") filed by the Debtors on July 31, 2025. Upon the conclusion of the auction, the Debtors filed the Notice of Winning Bidders announcing the winning bidders for their assets, as more fully detailed therein. The transactions contemplated thereunder are outlined below.

(i) Mainfreight Sale.

Pursuant to that certain bill of sale made in favor of Mainfreight Distribution Pty Ltd. ("Mainfreight") by the Debtors ("Mainfreight Bill of Sale"), attached as Exhibit A to the Notice of Winning Bidders, the Debtors agreed to sell certain of its assets, described on Exhibit A to the Mainfreight Bill of Sale, constituting collateral of Mainfreight to Mainfreight via credit bid in the

amount of $3,000,000.00 (the "Mainfreight Sale"). On August 8, 2025, the Bankruptcy Court entered an order approving the Mainfreight Sale [Docket No. 592].

(ii) FlexGen Sale.

Pursuant to that certain asset purchase agreement by and between FlexGen Power Systems, LLC ("FlexGen") and the Debtors ("FlexGen APA"), attached as Exhibit B to the Notice of Winning Bidders, the Debtors agreed to sell the Purchased Assets, as defined in the FlexGen APA, to FlexGen for a purchase price of $36,000,000, comprised in FlexGen's discretion of a credit bid and cash, assumption by FlexGen of certain liabilities described in the FlexGen APA, and the Retention Fund, as defined in the FlexGen APA (the "FlexGen Sale"). On August 18, 2025, the Bankruptcy Court entered an order approving the FlexGen Sale [Docket No. 751], and the FlexGen Sale closed thereafter on August 19, 2025. In connection therewith, on August 20, 2025, the Debtors changed the name Powin, LLC to BESS RemainCo LLC.

(iii) EKS Sale.

Pursuant to that certain Sale and Release Agreement by and between Hitachi Energy Ltd., Hitachi Energy Power Conversion Solutions (together with Hitachi Energy Ltd., "Hitachi"), Powin, LLC, and Powin EKS Sellco LLC (together with Powin, LLC, the "Powin Parties") ("EKS Sale Agreement"), attached as Exhibit C to the *Notice of Revised Order Approving Sale of Shares in EKS Holdco LLC and Filing of Release and Sale Agreement* [Docket No. 649], the Powin Parties agreed to enter into a comprehensive transaction with Hitachi, whereby Hitachi would acquire the Remaining Units, as defined in the EKS Sale Agreement, from Powin EKS Sellco LLC and receive certain releases from the Powin Parties, as described in the EKS Sale Agreement, in exchange for providing the Powin Parties with a fixed sum of $15,000,000 (the "EKS Sale"). On August 8, 2025, the Bankruptcy Court entered an order approving the EKS Sale [Docket No. 691].

Following the consummation of the EKS Sale, the Debtors determined that the most efficient way to wind down Powin EKS Sellco was to commence a chapter 11 case for that entity, administer it jointly with the chapter 11 cases of the other Debtors, and include Powin EKS Sellco within the scope of this Combined Plan and Disclosure Statement. Accordingly, Powin EKS Sellco LLC filed a petition for voluntary relief under chapter 11 of the Bankruptcy Code, with such case being jointly administered with the chapter 11 cases of the remaining Debtors. The wind-down of Powin EKS Sellco LLC shall be governed by this Combined Plan and Disclosure Statement.

5.13 WARN Action.

On June 12, 2025, plaintiff Brian Palomino, individually and on behalf of a purported putative class of alleged similarly situated former employees of certain Debtors (the "Plaintiffs"), commenced the WARN Action styled as *Class Action Adversary Proceeding Complaint for Violation of WARN Act 29 U.S.C. § 2101, et seq.*, Adv. Case No. 25-01249, [Adv. Docket No. 1] against Debtors Powin, LLC, Powin Energy Operating Holdings, LLC, and Powin Energy Operating, LLC. The Debtors submit that they have strong defenses to the WARN Action and do not bear any liability in connection therewith. Counsel to the Plaintiffs asserts that payment in full of any WARN Act Claim, as an Allowed Priority Non-Tax Claim is due on the effective date,

unless the holder(s) of the WARN Act Claim agree to accept less favorable treatment. However, the Debtors have actively engaged, and continue to actively engage, with the Plaintiffs on the WARN Action in an effort to reach a resolution. Accordingly, a global settlement structure in resolution of the WARN Action is proposed herein.

SECTION 6
CONFIRMATION AND VOTING PROCEDURES

6.1 Confirmation Hearing.

On October 14, 2025, the Bankruptcy Court entered the Conditional Approval and Procedures Order. The Confirmation Hearing has been scheduled for **November 25, 2025, at 11:30 a.m. (prevailing Eastern Time)** to consider (a) final approval of the Combined Plan and Disclosure Statement as providing adequate information pursuant to section 1125 of the Bankruptcy Code and (b) confirmation of the Combined Plan and Disclosure Statement pursuant to section 1129 of the Bankruptcy Code. The Confirmation Hearing may be adjourned from time to time by the Debtors and Committee without further notice, except for an announcement of the adjourned date made at the Confirmation Hearing or by filing a notice with the Bankruptcy Court.

6.2 Procedures for Objections.

Any objection to final approval of the Combined Plan and Disclosure Statement as providing adequate information pursuant to section 1125 of the Bankruptcy Code and/or confirmation of the Combined Plan and Disclosure Statement must be made in writing and filed with the Bankruptcy Court by no later than **November 18, 2025, at 4:00 p.m. (prevailing Eastern Time)** and be served in accordance with the local rules of the Bankruptcy Court on the following parties: (i) the Debtors c/o Uzzi & Lall, One Liberty Plaza, 165 Broadway 23rd Floor, New York, NY Attn: Gerard Uzzi (guzzi@uzzilall.com); (ii) counsel for the Debtors, (1) Dentons US LLP, 601 S. Figueroa St., Suite 2500, Los Angeles, CA 90018, Attn: Tania M. Moyron (tania.moyron@dentons.com) and Van C. Durrer, II (van.durrer@dentons.com); (2) Togut, Segal & Segal LLP, 550 Broad Street, Suite 1508, Newark, NJ 07102 Attn: Frank A. Oswald (frankowswald@teamtogut.com); (iii) counsel for the Official Committee of Unsecured Creditors, (1) Brown Rudnick LLP, Seven Times Square, New York, NY 10036, Attn: Robert J. Stark (rstark@brownrudnick.com), Kenneth J. Aulet (kaulet@brownrudnick.com), and Bennett S. Silverberg (bsilverberg@brownrudnick.com), and (2) Genova Burns LLC, 110 Allen Rd., Suite 304, Basking Ridge, NJ 07920, Attn: Daniel M. Stolz (DStolz@genovaburns.com); and (iv) the Office of the United States Trustee, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, NJ 07102, Attn: Jeffrey M. Sponder (jeffrey.m.sponder@usdoj.gov). **Unless an objection is timely filed and served, it may not be considered by the Bankruptcy Court.**

6.3 Requirements for Confirmation.

The Bankruptcy Court will confirm the Combined Plan and Disclosure Statement only if it meets all the applicable requirements of section 1129 of the Bankruptcy Code. Among the requirements for confirmation in the Chapter 11 Cases is that the Combined Plan and Disclosure Statement be: (i) accepted by all Impaired Classes of Claims and Interests or, if rejected by an Impaired Class, that the Combined Plan and Disclosure Statement "does not discriminate unfairly"

against, and is "fair and equitable" with respect to, such Class; and (ii) feasible. The Bankruptcy Court must also find that:

a. the Combined Plan and Disclosure Statement has classified Claims and Interests in a permissible manner;

b. the Combined Plan and Disclosure Statement complies with the requirements of Chapter 11 of the Bankruptcy Code; and

c. the Combined Plan and Disclosure Statement has been proposed in good faith.

The Debtors and the Committee believe that the Combined Plan and Disclosure Statement complies, or will comply, with all such requirements.

6.4 Classification of Claims and Interests.

Section 1123 of the Bankruptcy Code provides that a plan must classify the claims and interests of a debtor's creditors and equity interest holders. In accordance with section 1123 of the Bankruptcy Code, the Combined Plan and Disclosure Statement divides Claims and Interests into Classes and sets forth the treatment for each Class (other than those claims which pursuant to section 1123(a)(1) of the Bankruptcy Code need not be and have not been classified).

Section 1122 of the Bankruptcy Code requires the Combined Plan and Disclosure Statement to place a Claim or Interest in a particular Class only if such Claim or Interest is substantially similar to the other Claims or Interests in such class. The Combined Plan and Disclosure Statement creates separate Classes to deal respectively with Priority Non-Tax Claims, various Secured Claims, General Unsecured Claims, and Interests. The Debtors and the Committee believe that the Combined Plan and Disclosure Statement's classifications place substantially similar Claims or Interests in the same Class and, thus, meet the requirements of section 1122 of the Bankruptcy Code.

The Bankruptcy Code also requires that a plan provide the same treatment for each claim or interest of a particular class unless the claim holder or interest holder agrees to a less favorable treatment of its claim or interest. The Debtors and the Committee believe that the Combined Plan and Disclosure Statement complies with such standard. If the Bankruptcy Court finds otherwise, however, it could deny confirmation of the Combined Plan and Disclosure Statement if the holders of Claims or Interests affected do not consent to the treatment afforded them under the Combined Plan and Disclosure Statement.

A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim also is placed in a particular Class for the purpose of receiving distributions pursuant to the Combined Plan and Disclosure Statement only to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been paid, released, or otherwise settled prior to the Effective Date.

The Debtors and the Committee believe that the Combined Plan and Disclosure Statement has classified all Claims and Interests in compliance with the provisions of section 1122 of the Bankruptcy Code and applicable case law. It is possible that a holder of a Claim or Interest may challenge the classification of Claims or Interests herein and that the Bankruptcy Court may find that a different classification is required for the Combined Plan and Disclosure Statement to be confirmed. If such a situation develops, the Debtors and Committee intend, in accordance with the terms of the Combined Plan and Disclosure Statement, to make such permissible modifications to the Combined Plan and Disclosure Statement as may be necessary to permit its confirmation. Any such reclassification could adversely affect holders of Claims by changing the composition of one or more Classes and the vote required of such Class or Classes for approval of the Combined Plan and Disclosure Statement.

EXCEPT AS SET FORTH IN THE COMBINED PLAN AND DISCLOSURE STATEMENT, UNLESS SUCH MODIFICATION OF CLASSIFICATION MATERIALLY ADVERSELY AFFECTS THE TREATMENT OF A HOLDER OF A CLAIM AND REQUIRES RE-SOLICITATION, ACCEPTANCE OF THE COMBINED PLAN AND DISCLOSURE STATEMENT BY ANY HOLDER OF A CLAIM PURSUANT TO THIS SOLICITATION WILL BE DEEMED TO BE A CONSENT TO THE COMBINED PLAN AND DISCLOSURE STATEMENT'S TREATMENT OF SUCH HOLDER OF A CLAIM REGARDLESS OF THE CLASS AS TO WHICH SUCH HOLDER ULTIMATELY IS DEEMED TO BE A MEMBER.

The amount of any Impaired Claim that ultimately is Allowed by the Bankruptcy Court may vary from any estimated Allowed amount of such Claim and, accordingly, the total Claims that are ultimately Allowed by the Bankruptcy Court with respect to each Impaired Class of Claims may also vary from any estimates contained herein with respect to the aggregate Claims in any Impaired Class. Thus, the actual recovery ultimately received by a particular holder of an Allowed Claim may be adversely or favorably affected by the aggregate amount of Claims Allowed in the applicable Class. Additionally, any changes to any of the assumptions underlying the estimated Allowed amounts could result in material adjustments to recovery estimates provided herein or the actual Distribution received by creditors. The projected recoveries are based on information available to the Debtors as of the date hereof and reflect the Debtors' and Committee's views as of the date hereof only.

The classification of Claims and Interests and the nature of distributions to members of each Class are summarized herein. The Debtors and Committee believe that the consideration, if any, provided under the Combined Plan and Disclosure Statement to holders of Allowed Claims reflects an appropriate resolution of their Allowed Claims taking into account the differing nature and priority of such Claims and Interests. The Bankruptcy Court must find, however, that a number of statutory tests are met before it may confirm the Combined Plan and Disclosure Statement. Many of these tests are designed to protect the interests of holders of Claims or Interests who are not entitled to vote on the Combined Plan and Disclosure Statement, or do not vote to accept the Combined Plan and Disclosure Statement, but who will be bound by the provisions of the Combined Plan and Disclosure Statement if it is confirmed by the Bankruptcy Court.

6.5 Impaired Claims or Interests.

Pursuant to section 1126 of the Bankruptcy Code, only the holders of Claims in Classes Impaired by the Combined Plan and Disclosure Statement and receiving a payment or Distribution under the Combined Plan and Disclosure Statement may vote to accept or reject the Combined Plan and Disclosure Statement. Pursuant to section 1124 of the Bankruptcy Code, a Class of Claims may be Impaired if the Combined Plan and Disclosure Statement alters the legal, equitable, or contractual rights of the holders of such Claims or Interests treated in such Class. The holders of Claims not Impaired by the Combined Plan and Disclosure Statement are deemed to accept the Combined Plan and Disclosure Statement and do not have the right to vote on the Combined Plan and Disclosure Statement. The holders of Claims or Interests in any Class which will not receive any payment or Distribution or retain any property pursuant to the Combined Plan and Disclosure Statement are deemed to reject the Combined Plan and Disclosure Statement and do not have the right to vote. Finally, the holders of Claims or Interests whose Claims or Interests are not classified under the Combined Plan and Disclosure Statement are not entitled to vote on the Combined Plan and Disclosure Statement.

Under the Combined Plan and Disclosure Statement, holders of Claims in the Voting Classes – Classes 3, 4, and 5 – are Impaired and are entitled to vote to accept or reject the Combined Plan and Disclosure Statement. Holders of Claims in Classes 1 and 2 are Unimpaired and, therefore, not entitled to vote on the Combined Plan and Disclosure Statement and are deemed to accept the Combined Plan and Disclosure Statement. Holders of Claims and Interests in Classes 6 and 7 are Impaired and will not receive any payment or Distribution or retain any property pursuant to the Combined Plan and Disclosure Statement and, therefore, are deemed to reject the Combined Plan and Disclosure Statement and do not have the right to vote.

ACCORDINGLY, A BALLOT FOR ACCEPTANCE OR REJECTION OF THE COMBINED PLAN AND DISCLOSURE STATEMENT IS BEING PROVIDED ONLY TO HOLDERS OF CLAIMS IN THE VOTING CLASSES.

6.6 Confirmation Without Necessary Acceptances; Cramdown.

In the event that any impaired class of claims or interests does not accept a plan, a debtor nevertheless may move for confirmation of the plan. A plan may be confirmed, even if it is not accepted by all impaired classes, if the plan has been accepted by at least one impaired class of claims, determined without including any acceptance of the plan by any insider holding a claim in that class, and the plan meets the "cramdown" requirements set forth in section 1129(b) of the Bankruptcy Code. Section 1129(b) of the Bankruptcy Code requires that a court find that a plan (a) "does not discriminate unfairly" and (b) is "fair and equitable," with respect to each non-accepting impaired class of claims or interests. Here, because holders of Claims and Interests in Classes 6 and 7 are deemed to reject the Combined Plan and Disclosure Statement, the Debtors and Committee will seek confirmation of the Combined Plan and Disclosure Statement from the Bankruptcy Court by satisfying the "cramdown" requirements set forth in section 1129(b) of the Bankruptcy Code. The Debtors and Committee believe that such requirements are satisfied, as no holder of a Claim or Interest junior to those in the Impaired Classes is entitled to receive any property under the Combined Plan and Disclosure Statement.

The concept of "unfair discrimination" is not defined in the Bankruptcy Code, but case law suggests it exists when a difference in a plan's treatment of two classes of equal priority results in a materially lower percentage recovery for the non-accepting class. The Debtors and Committee do not believe that the Plan unfairly discriminates against any Class of Claims.

The Bankruptcy Code provides a nonexclusive definition of the phrase "fair and equitable." To determine whether a plan is "fair and equitable," the Bankruptcy Code establishes "cramdown" tests for secured creditors, unsecured creditors, and equity holders, as follows:

a. Secured Creditors. Either (i) each impaired secured creditor retains its liens securing its secured claim and receives on account of its secured claim deferred Cash payments having a present value equal to the amount of its allowed secured claim, (ii) each impaired secured creditor realizes the "indubitable equivalent" of its allowed secured claim or (iii) the property securing the claim is sold free and clear of liens with such liens to attach to the proceeds of the sale and the treatment of such liens on proceeds to be as provided in clause (i) or (ii) above.

b. Unsecured Creditors. Either (i) each impaired unsecured creditor receives or retains under the plan property of a value equal to the amount of its allowed claim or (ii) the holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan.

c. Interests. Either (i) each holder of an equity interest will receive or retain under the plan property of a value equal to the greatest of the fixed liquidation preference to which such holder is entitled, the fixed redemption price to which such holder is entitled or the value of the interest or (ii) the holder of an interest that is junior to the nonaccepting class will not receive or retain any property under the plan.

As discussed above, the Debtors and Committee believe that the distributions provided under the Combined Plan and Disclosure Statement satisfy the absolute priority rule, where required.

6.7 Feasibility.

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of a plan not be likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors (unless such liquidation or reorganization is proposed in the Combined Plan and Disclosure Statement). Based on the Debtors' and the Committee's analysis, the Liquidating Trustee will have sufficient assets to accomplish its tasks under the Combined Plan and Disclosure Statement. Therefore, the Debtors and Committee believe that the liquidation pursuant to the Combined Plan and Disclosure Statement will meet the feasibility requirements of the Bankruptcy Code.

6.8 Best Interests Test and Liquidation Analysis.

Even if a plan is accepted by the holders of each class of claims and interests, the Bankruptcy Code requires the Bankruptcy Court to determine that such plan is in the best interests

of all holders of claims or interests that are impaired by that plan and that have not accepted the plan. The "best interests" test, as set forth in section 1129(a)(7) of the Bankruptcy Code, requires a court to find either that all members of an impaired class of claims or interests have accepted the plan or that the plan will provide a member who has not accepted the plan with a recovery of property of a value, as of the effective date of the plan, that is not less than the amount that such holder would recover if the debtor were liquidated under chapter 7 of the Bankruptcy Code.

To calculate the probable distribution to holders of each impaired class of claims and interests if the debtor was liquidated under chapter 7, a court must first determine the aggregate dollar amount that would be generated from a debtor's assets if its chapter 11 cases were converted to cases under chapter 7 of the Bankruptcy Code. To determine if a plan is in the best interests of each impaired class, the present value of the distributions from the proceeds of a liquidation of the debtor's unencumbered assets and properties, after subtracting the amounts attributable to the costs, expenses, and administrative claims associated with a chapter 7 liquidation, must be compared with the value offered to such impaired classes under the plan. If the hypothetical liquidation distribution to holders of claims or interests in any impaired class is greater than the distributions to be received by such parties under the plan, then such plan is not in the best interests of the holders of claims or interests in such impaired class.

The Debtors, with the assistance of their advisors, have prepared a liquidation analysis that summarizes the Debtors' best estimate of recoveries by holders of Claims if the Chapter 11 Cases were converted to cases under chapter 7 (the "Liquidation Analysis"), which shall be filed with the Plan Supplement.

Based upon the Debtors' current projections, holders of Allowed Administrative Claims, Priority Claims and Other Secured Claims will be paid in full under the Plan, while holders of Allowed General Unsecured Claims will receive a projected distribution to be determined based on various assumptions. *See* Liquidation Analysis.

Based upon the Liquidation Analysis, the Debtors and Committee believe that creditors will receive at least as much or more under the Plan than they would receive if the Chapter 11 Cases were converted to chapter 7 cases.

6.9 Eligibility to Vote on the Combined Plan and Disclosure Statement.

Unless otherwise ordered by the Bankruptcy Court, only holders of Allowed Claims in the Voting Classes may vote on the Combined Plan and Disclosure Statement. Further, subject to the tabulation procedures that were approved by the Conditional Approval and Procedures Order, in order to vote on the Combined Plan and Disclosure Statement, you must hold an Allowed Claim in the Voting Classes, or be the holder of a Claim that has been temporarily Allowed for voting purposes only pursuant to the approved tabulation procedures or under Bankruptcy Rule 3018(a).

6.10 Solicitation Package / Release Opt-Out Election Form.

All holders of Allowed Claims in the Voting Classes will receive a solicitation package (the "Solicitation Package"). The Solicitation Packages will contain: (i) the Combined Plan and Disclosure Statement; (ii) the Conditional Approval and Procedures Order; (iii) notice of the Confirmation Hearing; (iv) a form of Ballot, including voting instructions and a pre-addressed

return envelope; (v) a Release Opt-Out Election Form; and (vi) such other materials as the Bankruptcy Court may direct or approve or that the Debtors and Committee deem appropriate.

All other Creditors and parties in interest not entitled to vote on the Combined Plan and Disclosure Statement will receive only a copy of the notice of Confirmation Hearing and a Release Opt-Out Election Form.

Copies of the Combined Plan and Disclosure Statement shall be available on the Claims and Balloting Agent's website at https://www.veritaglobal.net/powin. Any creditor or party-in-interest can request a hard copy of the Combined Plan and Disclosure Statement be sent to them by regular mail by calling the Claims and Balloting Agent at (866) 381-9100 (U.S.) during regular business hours.

IN ADDITION TO OTHER PARTIES WHO WILL BE CONSIDERED RELEASING PARTIES, ANY HOLDER OF A CLAIM OR INTEREST THAT DOES NOT AFFIRMATIVELY OPT-OUT OF THE THIRD PARTY RELEASE PROVISION CONTAINED HEREIN BY TIMELY AND PROPERLY COMPLETING AND RETURNING A RELEASE OPT-OUT ELECTION FORM WILL BE CONSIDERED A RELEASING PARTY IN RELATION TO THE THIRD PARTY RELEASE UNDER THE COMBINED PLAN AND DISCLOSURE STATEMENT.

6.11 Voting Procedures, Voting Deadline, and Deadline to Submit the Release Opt-Out Election.

The Voting Record Date for determining which holders of Claims in the Voting Classes may vote on the Combined Plan and Disclosure Statement is October 10, 2025.

In order for your Ballot to count, you must (1) complete, date, and properly execute the Ballot and (2) properly deliver the Ballot to the Claims and Balloting Agent by either (a) mailing the Ballot to the Claims and Balloting Agent at the following address: Powin Ballot Processing c/o Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; and/or (b) uploading the Ballot on the Claims and Balloting Agent's online balloting platform at https://www.veritaglobal.net/powin. Instructions for casting a Ballot will be available on the Claims and Balloting Agent's website.

Ballots must be submitted electronically, or the Claims and Balloting Agent must actually receive physical, original Ballots by mail or overnight delivery, on or before the Voting Deadline, which is **November 18, 2025 at 4:00 p.m. (prevailing Eastern Time)**. Subject to the tabulation procedures approved by the Conditional Approval and Procedures Order, you may not change your vote once a Ballot is submitted electronically or the Claims and Balloting Agent receives your original paper Ballot. Subject to the tabulation procedures approved by the Conditional Approval and Procedures Order, any Ballot that is timely and properly submitted electronically or received physically will be counted and will be deemed to be cast as an acceptance, rejection or abstention, as the case may be, of the Combined Plan and Disclosure Statement.

In order to be effective, Release Opt-Out Election Form for holders of Claims or Interests entitled to opt out of being a Releasing Party in connection with the Third Party Release contained herein must be received by the Claims and Balloting Agent by the Voting Deadline. Each Release

Opt-Out Election Form must be properly delivered to the Claims and Balloting Agent by either (a) mailing the Release Opt-Out Election Form to the Claims and Balloting Agent at the following address: Powin Ballot Processing c/o Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (b) uploading the Release Opt-Out Election Form on the Claims and Balloting Agent's online opt-out portal at https://www.veritaglobal.net/powin.

IF YOU ARE ENTITLED TO VOTE ON THE COMBINED PLAN AND DISCLOSURE STATEMENT, YOU ARE URGED TO COMPLETE, DATE, SIGN, AND PROMPTLY MAIL OR UPLOAD THE BALLOT YOU RECEIVE. PLEASE BE SURE TO COMPLETE ALL BALLOT ITEMS PROPERLY AND LEGIBLY. IF YOU ARE A HOLDER OF A CLAIM ENTITLED TO VOTE ON THE COMBINED PLAN AND DISCLOSURE STATEMENT AND YOU DID NOT RECEIVE A BALLOT, YOU RECEIVED A DAMAGED BALLOT, OR YOU LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THE COMBINED PLAN AND DISCLOSURE STATEMENT OR PROCEDURES FOR VOTING ON THE COMBINED PLAN AND DISCLOSURE STATEMENT, PLEASE CONTACT THE CLAIMS AND BALLOTING AGENT BY (I) TELEPHONE AT (866) 381-9100 (U.S.) OR (II) EMAIL AT powininfo@veritaglobal.com. THE CLAIMS AND BALLOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

6.12 Acceptance of the Combined Plan and Disclosure Statement.

If you are a holder of a Claim in the Voting Classes, your acceptance of the Combined Plan and Disclosure Statement is important. In order for the Combined Plan and Disclosure Statement to be accepted by an Impaired Class of Claims, a majority in number (*i.e.*, more than half) and two-thirds in dollar amount of the Claims voting (of each Impaired Class of Claims) must vote to accept the Combined Plan and Disclosure Statement. Although Class 5 is subdivided into Classes 5A and 5B, the entirety of Class 5 shall vote as one class for purposes of determining the foregoing voting thresholds. At least one Impaired Class of Creditors, excluding the votes of insiders, must actually vote to accept the Combined Plan and Disclosure Statement. The Debtors and Committee urge that you vote to accept the Combined Plan and Disclosure Statement.

SECTION 7
UNCLASSIFIED CLAIMS

7.1 Unclassified Claims.

In accordance with section 1123(a)(1) of the Bankruptcy Code, the following claims have not been classified for purposes of voting or receiving Distributions. Rather, all such Claims are treated separately as unclassified Claims as set forth in this Section, and the holders thereof are not entitled to vote on the Combined Plan and Disclosure Statement.

7.2 Administrative Claims.

(a) Except to the extent that a holder of an Allowed Administrative Claim agrees to a less favorable treatment, each holder of an Allowed Administrative Claim, other than a Professional Fee Claim, shall receive from Available Cash, without interest, Cash equal to the Allowed amount of such Claim: (a) on or as soon as practicable after the later of (i) the Effective

Date, or (ii) the date upon which the Bankruptcy Court enters a Final Order determining or approving such Claim; (b) in accordance with the terms and conditions of agreements between the holder of such Claim and the Debtors or the Liquidating Trustee, as the case may be; (c) with respect to any Administrative Claims representing obligations incurred in the ordinary course of the Debtors' business, upon such regular and customary payment or performance terms as may exist in the ordinary course of the Debtors' business or as otherwise provided in the Plan; or (d) with respect to statutory fees due pursuant to 28 U.S.C. § 1930(a)(6), as and when due under applicable law.

(b) Holders of Administrative Claims (including, without limitation, Professionals requesting compensation or reimbursement of such expenses pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code) that do not file such requests by the applicable deadline provided for herein may be subject to objection for untimeliness and may be prohibited by order of the Bankruptcy Court from asserting such claims against the Debtors, the Estates, the Liquidating Trust, or their successors or assigns, or their property. Any objection to Professional Fee Claims shall be filed on or before the objection deadline specified in the application for final compensation or order of the Bankruptcy Court.

(c) All fees due and payable under 28 U.S.C. § 1930 that have not been paid shall be paid on or before the Effective Date.

7.3 Professional Fees.

(a) Professionals requesting compensation or reimbursement of expenses pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code or required to file fee applications by order of the Bankruptcy Court for services rendered prior to the Effective Date must file and serve pursuant to the notice provisions of the Interim Fee Order, an application for final allowance of compensation and reimbursement of expenses no later than forty five (45) days after the Effective Date. All such applications for final allowance of compensation and reimbursement of expenses will be subject to the authorization and approval of the Bankruptcy Court. For avoidance of doubt, the Liquidating Trustee is not authorized under the Plan to object to applications for final allowance of compensation and reimbursement of expenses.

(b) On the Effective Date, or as soon as practicable thereafter, the Liquidating Trustee shall establish an appropriate Liquidating Trust Professional Fee Reserve based upon estimates of anticipated fees provided by Professionals for services rendered and expenses incurred prior to the Effective Date estimated to be in excess of the Debtor Professional Fee Reserve, including estimated fees for services rendered, and actual and necessary costs incurred, in connection with the filing, service and prosecution of any applications for allowance of Professional Fees pending on the Effective Date or filed and/or served after the Effective Date. The Liquidating Trustee shall supplement the Liquidating Trust Professional Fee Reserve if the amount originally established is insufficient to pay Allowed Professional Fee Claims.

(c) Upon approval of the fee applications by the Bankruptcy Court, the applicable fee applications shall first be paid from the Debtor Professional Fee Reserve and Stretto shall be authorized to release from the Debtor Professional Fee Reserve to the applicable Professional, an amount equal to the Allowed Professional Fee Claims of such Professional. To

the extent the Debtor Professional Fee Reserve is insufficient to satisfy the Allowed Professional Fee Claim in full, the Liquidating Trustee shall pay such Professionals from the Liquidating Trustee Professional Fee Reserve the remainder of their respective Allowed Professional Fee Claims.

(d) If there are amounts in excess of all Allowed Professional Fee Claims remaining in the Debtor Professional Fee Reserve and/or the Liquidating Trust Professional Fee Reserve, such amounts shall be transferred to the Liquidating Trust and shall, only upon transfer thereto, constitute Liquidating Trust Assets.

7.4 Priority Tax Claims.

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in exchange for full and final satisfaction of each Allowed Priority Tax Claim, each holder of an Allowed Priority Tax Claim shall be paid the full unpaid amount of such Allowed Priority Tax Claim as follows: (a) Cash equal to the unpaid portion of the Allowed Priority Tax Claim on the later of the Effective Date or thirty (30) days following the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim; or (b) such other treatment as to which the holder of an Allowed Priority Tax Claim and the Debtors shall have agreed upon in writing.

With respect to sales taxes, the Debtors collected sales taxes applicable to inventory delivered to customers in the ordinary course of business. In most cases, the Debtors were required to remit sales taxes to the underlying taxing authorities on a periodic (quarterly or semiannually) following the occurrence of two triggering events: (a) delivery of product to a customer; and (b) collection of the underlying sales tax from that customer. Accordingly, the actual sales tax due may differ from what the Debtors reported where, either (a) delivery of product to a customer did not occur as estimated, or (b) where the customer did not remit the sales tax consistent with the Debtors' reporting or estimates. The Debtors continue to reconcile their sales tax reporting against what is actually due, but, on balance, the Debtors believe that the Plan sufficiently provides for the sales taxes due on a priority basis. It is possible that the applicable sales tax authorities may dispute the Debtors' reconciliation or assert an alternative amount is due.

SECTION 8
CLASSIFICATION OF CLAIMS AND INTERESTS

8.1 Summary of Classification.

The provisions of this Section 8 govern Claims against and Interests in the Debtors. Any Class that is vacant will be treated in accordance with Section 8.3.

The following table designates the Classes of Claims against, and Interests in, the Debtors and specifies which of those Classes are (i) Impaired or Unimpaired by the Plan, (ii) entitled to vote to accept or reject the Combined Plan and Disclosure Statement in accordance with section 1126 of the Bankruptcy Code, and (iii) deemed to accept or reject the Combined Plan and Disclosure Statement. A Claim or portion thereof is classified in a particular Class only to the extent that such Claim or portion thereof qualifies within the description of such Class and is

classified in a different Class to the extent that the portion of such Claim qualifies within the description of such different Class.

Class	Designation	Treatment	Entitled to Vote
1	Priority Non-Tax Claims	Unimpaired	No
2	Other Secured Claims	Unimpaired	No
3	WARN Act Claims	Impaired	Yes
4	Settled Priority Claims	Impaired	Yes
5	General Unsecured Claims	Impaired	Yes (Class 5A and Class 5B voting as one class)
6	Intercompany Claims	Impaired	No (presumed to reject)
7	Interests	Impaired	No (presumed to reject)

8.2 Special Provision Governing Unimpaired Claims.

Except as otherwise provided in the Combined Plan and Disclosure Statement, nothing under the Combined Plan and Disclosure Statement shall affect the rights of the Debtors or the Liquidating Trustee, as applicable, in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

8.3 Vacant and Abstaining Classes.

Any Class of Claims or Interests that is not occupied as of the commencement of the Confirmation Hearing by an Allowed Claim or Interest or a Claim or Interest temporarily Allowed under Bankruptcy Rule 3018 shall be deemed eliminated from the Combined Plan and Disclosure Statement for purposes of voting to accept or reject the Combined Plan and Disclosure Statement and for purposes of determining acceptance or rejection of the Combined Plan and Disclosure Statement by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

SECTION 9
TREATMENT OF CLAIMS AND INTERESTS

9.1 Class 1—Priority Non-Tax Claims.

(a) Classification. Class 1 consists of all Priority Non-Tax Claims.

(b) Treatment. Except to the extent a Holder of an Allowed Priority Non-Tax Claim agrees to less favorable treatment, on the later of (i) the Effective Date or (ii) the date such Priority Non-Tax Claim becomes Allowed, or as soon as reasonably practicable thereafter, each

Holder of an Allowed Priority Non-Tax Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Claim, payment in full in Cash in an amount equal to the Allowed amount of such Claim.

(c) Impairment and Voting. Class 1 is Unimpaired under the Plan. Each Holder of an Allowed Priority Non-Tax Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Allowed Priority Non-Tax Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders shall not be solicited with respect to Priority Non-Tax Claims.

9.2 Class 2—Other Secured Claims.

(a) Classification. Class 2 consists of Other Secured Claims.

(b) Treatment. Except to the extent a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, on the later of (i) the Effective Date or (ii) the date such Other Secured Claim becomes Allowed, or as soon as reasonably practicable thereafter, each Holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Claim, at the discretion of the Distribution Agent (x) payment in full in Cash in an amount equal to the Allowed amount of such Claim; (y) such other treatment sufficient to render such Other Secured Claim Unimpaired; or (z) return of the applicable collateral or authorization of a setoff in satisfaction of the Allowed amount of such Other Secured Claim.

(c) Impairment and Voting. Class 2 is Unimpaired under the Plan. Each Holder of an Allowed Other Secured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Allowed Other Secured Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders shall not be solicited with respect to Other Secured Claims.

9.3 Class 3—WARN Act Claims.

(a) Classification. Class 3 consists of WARN Act Claims.

(b) Treatment. This Combined Plan and Disclosure Statement proposes a settlement with respect to WARN Act Claims. Specifically, if the representatives of the Holders of WARN Act Claims agree on a binding basis to such settlement as memorialized in the Plan Supplement, such Holders will receive the following treatment: (i) the allowance of the WARN Act Claims in the amount set forth in the Plan Supplement (the "Allowed WARN Act Claims"); (ii) the certification of a class pursuant to Fed. R. Bankr. P. 7023 with respect to the Allowed WARN Act Claims; (iii) the payment of an initial cash payment on the Effective Date on account of the Allowed WARN Act Claims to the designated class representative of such Allowed WARN Act Claims identified in the Plan Supplement to be distributed by such class representative to members of the class; and (iv) the payment of additional cash payments to the class representative to be distributed to members of the class as described in the Plan Supplement following the Effective Date on the occurrence of certain milestone events disclosed in the Plan Supplement until the Allowed WARN Act Claims are satisfied in full. In the event a settlement with Holders of WARN Act Claims is not reached, each WARN Act Claim shall be treated as either a Class 1

Priority Non-Tax Claim or a Class 5 General Unsecured Claim, as determined by an order of the Bankruptcy Court.

(c) Impairment and Voting. Class 3 is Impaired, and the Holders of Class 3 Claims are entitled to vote on the Plan.

9.4 Class 4—Settled Priority Claims.

(a) Classification. Class 4 consists of Settled Priority Claims.

(b) Treatment. This Combined Plan and Disclosure Statement proposes a settlement for Settled Priority Claims. Specifically, if Holders of a Settled Priority Claim agree on a binding basis to such settlement as memorialized in the Plan Supplement, such Holders will receive the following treatment: (a) the allowance of the Settled Priority Claim in the amount set forth in the Plan Supplement (the "Allowed Settled Priority Claim"); (b) the payment of the documented professional fees incurred by the Holder of the Allowed Settled Priority Claim, as agreed by the Debtors and disclosed in the Plan Supplement, on the Effective Date; and (c) the treatment of the Allowed Settled Priority Claim as a Class 5 General Unsecured Claim except for the foregoing payment of such documented professional fees on the Effective Date.

(c) Impairment and Voting. Class 4 is Impaired, and the Holders of the Class 4 Claims are entitled to vote on the Plan.

9.5 Class 5—General Unsecured Claims.

(a) Classification.

(i) Class 5A: Class 5A is comprised of all General Unsecured Claims.

(ii) Class 5B: Class 5B is comprised of Holders of Class 5A Claims that also contribute Direct Claims to the Direct Claims Trust. The treatment afforded Holders of Class 5B Claims is in addition to the treatment afforded them as Holders of Class 5A Claims.

(b) Treatment.

(i) Class 5A: Each Holder of an Allowed General Unsecured Claim shall receive in exchange for its Allowed General Unsecured Claim, its Pro Rata share of the Liquidating Trust Interests.

(ii) Class 5B: Each Contributing Direct Claim Holder shall receive, in exchange for its Direct Claims, and in addition to its Pro Rata share of the Liquidating Trust Interests, its share of the Direct Claims Trust Interests on account of such Direct Claims.

(c) Impairment and Voting. Class 5 is Impaired, and the Holders of Class 5A and Class 5B Claims are entitled to vote on the Plan as one combined Class 5 for voting purposes.

9.6 Class 6—Intercompany ClaimsClassification: Class 6 consists of all Intercompany Claims.

(b) Treatment: There shall be no Distribution on account of Intercompany Claims, except as necessary or appropriate for tax efficiency, provided, however, that no Distribution will be in Cash. Upon the Effective Date, all Intercompany Claims will be deemed cancelled, released, and discharged, subject to the foregoing.

(c) Impairment and Voting: Class 6 is Impaired and holders of Class 6 Claims are deemed to have rejected the Plan, and are not entitled to vote.

9.7 Class 7—InterestsClassification. Class 7 consists of all Interests.

(b) Treatment. There shall be no Distribution on account of Class 7 Interests. Upon the Effective Date, all Interests will be deemed cancelled and will cease to exist.

(c) Impairment and Voting. Holders of Interests are deemed to have rejected the Plan, and are not entitled to vote.

SECTION 10
DISTRIBUTIONS TO HOLDERS OF ALLOWED CLAIMS

10.1 Distribution Dates.

The Debtors or the Liquidating Trustee, as applicable, shall make Distributions to holders of Claims, and with respect to General Unsecured Claims, may, in their discretion, make a full or partial Pro Rata Distribution to the holders of General Unsecured Claims on the Initial Distribution Date or a Subsequent Distribution Date.

10.2 Subsequent Distributions.

Any Distribution not made on the Initial Distribution Date or a Subsequent Distribution Date because the Claim relating to such Distribution had not been Allowed on that Distribution Date shall be held by the Distribution Agent on any Subsequent Distribution Date after such Claim is Allowed. No interest shall accrue or be paid on the unpaid amount of any Distribution.

10.3 Distribution Record Date.

Except as otherwise provided in a Final Order of the Bankruptcy Court, the transferees of Claims that are transferred pursuant to Bankruptcy Rule 3001 on or prior to the Distribution Record Date will be treated as the holders of those Claims for all purposes, notwithstanding that any period provided by Bankruptcy Rule 3001 for objecting to the transfer may not have expired by the Distribution Record Date. The Distribution Agent shall have no obligation to recognize any transfer of any Claim occurring after the Distribution Record Date. In making any Distribution with respect to any Claim, the Distribution Agent shall be entitled instead to recognize and deal with, for all purposes hereunder, only the Entity that is listed on the proof of claim filed with respect thereto or on the Schedules as the holder thereof as of the close of business on the

Distribution Record Date and upon such other evidence or record of transfer or assignment that is known to the Distribution Agent as of the Distribution Record Date.

10.4 Manner of Cash Payments Under the Plan or Liquidating Trust Agreement.

Cash payments made pursuant to the Plan shall be in United States dollars by checks drawn on a domestic bank selected by the Distribution Agent, or by wire transfer from a domestic bank, at the option of the Distribution Agent.

10.5 Time Bar to Cash Payments by Check.

Checks issued by the Distribution Agent on account of Allowed Claims shall be null and void if not negotiated within 90 days after the date of issuance thereof. Requests for the reissuance of any check that becomes null and void pursuant to this Section shall be made directly to the Distribution Agent by the holder of the Allowed Claim to which the check was originally issued. Any Claim in respect of such voided check shall be made in writing on or before the later of six months from the Effective Date or 90 days after the date of issuance thereof. After that date, all Claims in respect of voided checks shall be discharged and forever barred and the proceeds of those checks shall revest in and become the property of the Liquidating Trust, as unclaimed property in accordance with section 347(b) of the Bankruptcy Code.

10.6 Liquidating Trust Assets Accounts.

Unless otherwise provided in the Confirmation Order, the Liquidating Trust Assets Account shall be invested by the Liquidating Trustee in a manner consistent with the objectives of section 345(a) of the Bankruptcy Code and in its reasonable and prudent exercise of discretion; provided, however, that in no event shall the Liquidating Trust Assets Account be invested in a manner that is inconsistent with the provisions of Revenue Procedure 94-45. The Liquidating Trustee shall have no obligation or liability to the Liquidating Trust Beneficiaries in connection with such investments in the event of any unforeseeable insolvency of any financial institution where such funds are held.

SECTION 11
PROCEDURES FOR RESOLVING DISPUTED CLAIMS

11.1 No Distributions Pending Allowance.

Notwithstanding any other provision of the Plan, the Debtors and the Liquidating Trustee, as applicable, shall not distribute any Cash or other property on account of any Disputed Claim unless and until such Claim becomes Allowed. Nothing contained herein, however, shall be construed to prohibit or require payment or Distribution on account of any undisputed portion of a Claim.

11.2 Resolution of Disputed Claims.

Unless otherwise ordered by the Bankruptcy Court after notice and a hearing, subject to the Liquidating Trust Agreement, the Liquidating Trustee shall have the right to make, file, prosecute, settle, withdraw, or resolve objections to Claims.

The costs of pursuing the objections to Claims shall be borne by the Liquidating Trust. From and after the Confirmation Date, all objections with respect to Disputed Claims shall be litigated to a Final Order except to the extent, the Liquidating Trustee elects to withdraw any such objection or the Liquidating Trustee and the Claimant elect to compromise, settle, or otherwise resolve any such objection, in which event they may settle, compromise, or otherwise resolve any Disputed Claim or Disputed Interest without approval of the Bankruptcy Court.

11.3 Objection Deadline.

All objections to Claims shall be filed and served upon the Claimant not later than the Claims Objection Deadline, as such may be extended by order of the Bankruptcy Court.

11.4 Estimation of Claims.

At any time, (a) prior to the Effective Date, the Debtors, and (b) after the Effective Date, the Liquidating Trustee may request that the Bankruptcy Court estimate any contingent or unliquidated Claim to the extent permitted by section 502(c) of the Bankruptcy Code regardless of whether the Debtors or the Liquidating Trust have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall have jurisdiction to estimate any Claim at any time during Litigation concerning any objection to such Claim, including during the pendency of any appeal relating to any such objection. If the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on the Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the Claim, the Debtors or the Liquidating Trustee, as applicable, may elect to pursue supplemental proceedings to object to the ultimate allowance of the Claim. All of the aforementioned Claims objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdraw, or resolved by any mechanism of the Bankruptcy Court.

11.5 Disallowance of Claims.

Except as otherwise agreed or ordered by the Bankruptcy Court, any and all proofs of claim filed after the Bar Date shall not be treated as an Allowed Claim for purposes of Distribution without any further notice or action, and holders of such Claims may not receive any Distributions on account of such Claims, unless on or before the Confirmation Date the Bankruptcy Court has entered an order deeming such Claim to be timely filed.

Any Claims held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or Entities that are transferees of transfers avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, provided that such Cause of Action is retained by the Liquidating Trust shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and holders of such Claims may not receive any Distributions on account of such Claims until such time as such Causes of Action the Debtors hold or may hold against any Entity have been resolved or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Estates by that Entity have been turned over or paid to the Debtors or the Liquidating Trust.

11.6 Adjustment to Claims Register Without Objection.

Any Claim that has been paid or satisfied, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register at the direction of the Debtors or the Liquidating Trustee, as applicable, without an objection filed and without further notice to or action, order, or approval of the Bankruptcy Court.

11.7 Reserve Provisions for Disputed Claims.

On or by each Distribution Date, the Debtors or the Liquidating Trustee, as applicable, shall reserve Cash required for distribution on Disputed Claims as if such Claims were Allowed as filed with any Disputed Claims that are unliquidated or contingent being reserved in an amount reasonably determined by the Debtors or the Liquidating Trustee (the "Disputed Claim Reserve").

The property in the Disputed Claim Reserve shall be held in trust for the benefit of the holders of Disputed Claims that are ultimately determined to be Allowed. Each Disputed Claim Reserve shall be closed and extinguished when all Distributions and other dispositions of Cash of other property required to be made hereunder will have been made in accordance with the terms of the Plan.

11.8 Rounding.

Whenever any payment of a fraction of a cent would otherwise be called for, the actual distribution shall reflect a rounding of such fraction down to the nearest cent.

11.9 No Cash Payments of Less Than $100 on Account of Allowed Claims.

Notwithstanding anything herein to the contrary, except with respect to Administrative Claims, Priority Tax Claims, Priority Non-Tax Claims and Other Secured Claims, if a Distribution to be made to a holder of an Allowed Claim on the Initial Distribution Date or any Subsequent Distribution Date would be $100 or less in the aggregate, no such Distribution will be made to that holder unless a request therefor is made in writing to the Distribution Agent. If such request is made, such Cash shall be held for such holder until the earlier of (i) the next time an interim distribution is made to the holders of Allowed Claims (unless the distribution would still be less than $100, in which case this Section shall again apply), or (ii) the date on which Final Distributions are made to the holders of Allowed Claims.

11.10 Delivery of Distributions and Unclaimed Property.

Subject to Bankruptcy Rule 9010 and except as otherwise provided herein, Distributions to the holders of Allowed Claims shall be made at (a) the address of each Claimant as set forth in the Schedules, unless superseded by the address set forth on proof(s) of claim filed by such Claimant, or (b) the last known address of such Claimant if no proof of claim is filed or the Debtors or the Liquidating Trustee have been notified in writing of a change of address. If any Distribution is returned as undeliverable, the Distribution Agent may, in its discretion, make reasonable efforts to determine the current address of the holder of the Claim with respect to which the Distribution was made, but no Distribution to any such holder shall be made unless and until the Distribution Agent has determined the then-current address of such holder, at which time the Distribution to

such holder shall be made without interest. Amounts in respect of any undeliverable Distributions shall be returned to, and held in trust by, the Distribution Agent, until the Distributions are claimed or are deemed to be unclaimed property under section 347(b) of the Bankruptcy Code. The Distribution Agent shall have the discretion to determine how to make Distributions in the most efficient and cost-effective manner possible; *provided, however*, that its discretion may not be exercised in a manner inconsistent with any express requirements of the Plan or, if applicable, the Liquidating Trust Agreement. On or about the time that the Final Distribution is made, the Distribution Agent may make a charitable donation with undistributed funds if, in its reasonable judgment, the cost of calculating and making the Final Distribution of the remaining funds is excessive in relation to the benefits to the holders of Claims that would otherwise be entitled to such Distributions, and such charitable donation is provided to an entity not otherwise related to the Debtors or the Liquidating Trustee. Except with respect to property not distributed because it is being held in a Disputed Reserve, Distributions that are not claimed by the later of the expiration of six (6) months from the Effective Date or (90) days after the date of a Distribution shall be deemed to be unclaimed property under section 347(b) of the Bankruptcy Code and shall vest or revest in the Liquidating Trust, and the Claims with respect to which those Distributions are made shall be automatically cancelled. After the expiration of that period, the claim of any Entity to those Distributions shall be cancelled. Nothing contained in the Plan shall require the Debtors or the Liquidating Trust to attempt to locate any holder of an Allowed Claim. All funds or other property that vest or revest in the Liquidating Trust pursuant to this Section shall be distributed to the other holders of Allowed Claims in accordance with the provisions of the Plan or the Liquidating Trust Agreement, as applicable.

The Distribution Agent may require any Claimant to provide a duly executed IRS Form W-9 or such other documentation or information as the Distribution Agent reasonably deems necessary to effectuate a Distribution. If a Claimant fails to provide the requested information within ninety (90) days after written request, the Distribution Agent may, in its discretion, deem the Distribution to such Claimant undeliverable and administer such Distribution in accordance with the terms of the Plan.

11.11 Books and Records.

The Debtors shall transfer dominion and control over all of their books and records, in whatever form, manner or media, to the Liquidating Trustee on or as soon as reasonably practicable after the Effective Date.

SECTION 12
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

12.1 Rejection / Assumption.

Except with respect to (i) executory contracts or unexpired leases that were previously assumed or rejected by order of the Bankruptcy Court, (ii) executory contracts or unexpired leases that are the subject of a pending motion to assume or reject, pursuant to section 365 of the Bankruptcy Code, or (iii) executory contracts or unexpired leases that are scheduled by the Debtors to be assumed as of the Effective Date, as set forth in the Plan Supplement, on the Effective Date,

each executory contract and unexpired lease entered into by the Debtors prior to the Petition Date that has not previously expired or terminated pursuant to its own terms shall be deemed rejected pursuant to section 365 of the Bankruptcy Code; *provided, however*, that nothing in this Section shall cause the rejection, breach, or termination of any contract of insurance benefiting the Debtors and the Estates, the Debtors' officers, managers and directors and/or the Liquidating Trust. The Confirmation Order shall constitute an order of the Bankruptcy Court approving such rejections pursuant to section 365 of the Bankruptcy Code, as of the Effective Date. Nothing in this Section shall be construed as an acknowledgement that a particular contract or agreement is executory or is properly characterized as a lease.

The non-Debtor parties to any rejected personal property leases shall be responsible for taking all steps necessary to retrieve the personal property that is the subject of such executory contracts and leases, and neither the Debtors nor the Liquidating Trust shall bear any liability for costs associated with such matters.

12.2 Rejection Claims.

All proofs of claim with respect to Claims arising from the rejection of executory contracts or unexpired leases pursuant to Confirmation of the Plan, if any, must be filed with the Claims Agent within thirty (30) days after the earlier of the Effective Date or an order of the Bankruptcy Court approving such rejection. Any Claim arising from the rejection of an executory contract or unexpired lease pursuant to Confirmation of the Plan that is not filed within such times will be subject to objection. All such Claims for which Proofs of Claim are timely and properly filed and ultimately Allowed will be treated as General Unsecured Claims.

12.3 Insurance Policies.

Notwithstanding anything to the contrary contained herein, Confirmation of the Plan shall not discharge, impair or otherwise modify any obligations of the Insurance Policies. To the extent one or more of the Insurance Policies provide potential coverage related to one or more Causes of Action the Debtors hold or may hold against any Entity, the Debtors shall, to the extent permissible under each Insurance Policy, assign all of their rights thereunder with respect to such Causes of Action to the Liquidating Trust. All net proceeds (including, for the avoidance of doubt, net of any deductibles or retentions) of Insurance Policies received by the Liquidating Trust or Direct Claims Trust shall be treated as proceeds of such Causes of Action for all purposes under the Plan. Neither the Debtors nor the Committee shall take any action to or otherwise impair the Insurance Policies. Nothing herein shall diminish or impair the enforceability of the Insurance Policies and related agreements that may cover Claims and Causes of Action against the Debtors or any other Entity.

SECTION 13
MEANS FOR IMPLEMENTATION OF THE PLAN

13.1 General Settlement of Claims and Interests. Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, Distributions, releases, and other benefits provided under the Plan, upon the Effective Date, settlements contained in the Plan shall constitute a good-faith compromise and settlement of all

Claims and Interests and controversies resolved pursuant to the relevant Plan provisions. The Plan shall be deemed a motion to approve the good-faith compromise and settlement of all such Claims, Interests, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromises and settlements under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlements and compromises are fair, equitable, reasonable, and in the best interests of the Debtors and the Estates. All Plan Distributions made to holders of Allowed Claims and Allowed Interests (as applicable) in any Class are intended to be and shall be final. For the avoidance of doubt, the Plan itself shall not be deemed to be a settlement.

13.2 Dissolution of Debtors. As soon as practicable, the Debtors shall be dissolved, without any further action required on the part of the Debtors or the Debtors' members, managers, officers, directors, interest holders, and/or any other parties; provided, however, the Liquidating Trustee in his or her discretion shall be authorized to take any and all actions necessary or desirable in relation to dissolution of the Debtors. On the Effective Date, the employment, retention, appointment and authority of all managers, officers, directors, employees and professionals of the Debtors shall be deemed to terminate: except for certain employees that may be necessary as determined by the Liquidating Trustee and as otherwise set forth herein. Pending the Debtors' dissolution, the Liquidating Trustee shall act as the Debtors' authorized representative (the "Authorized Representative"). The Authorized Representative shall (i) liquidate any remaining assets, the liquidation of which requires action by the Debtors or its employees and (ii) determine the date for the Debtors' dissolution.

13.3 Trusts.

(a) Appointment of the Liquidating Trustee. The Committee shall select the initial Liquidating Trustee, with the consent of the Debtors which may not be unreasonably withheld,. The Liquidating Trustee shall also serve as the Direct Claims Trustee, in accordance with the Direct Claims Trust Agreement. From and after the Effective Date, professionals may be retained by the Liquidating Trustee as set forth in the Liquidating Trust Agreement, without further need for documentation or Bankruptcy Court approval. All fees and expenses incurred by the professionals retained by the Liquidating Trustee following the Effective Date shall be paid by the Liquidating Trust from the Liquidating Trust Assets in accordance with the Liquidating Trust Agreement; provided, however, that any such fees and expenses attributable to the WARN Act Claim Reserve Account, as determined by the Liquidating Trustee in its reasonable discretion, shall be paid only out of assets held in the WARN Act Claim Reserve Account.

(b) On the Effective Date, the Liquidating Trust and the Direct Claims Trust shall be established for the following purposes and in accordance with the following terms, subject to the Liquidating Trust Agreement and the Direct Claims Trust Agreement, respectively:

(i) Liquidating Trust.

a. On the Effective Date, the Liquidating Trust shall be established in accordance with the Liquidating Trust Agreement for the purpose of liquidating and distributing the assets of the Estates, in accordance with 26 C.F.R. § 301.7701-4(d), this Plan, the Liquidating Trust Agreement, the

Confirmation Order, and the Bankruptcy Code's priority scheme, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Liquidating Trust. The primary functions of the Liquidating Trust are as follows: (i) to liquidate, sell, or dispose of the Liquidating Trust Assets; (ii) to cause all net proceeds of the Liquidating Trust Assets, including proceeds of Causes of Action on behalf of the Liquidating Trust, to be deposited into the Liquidating Trust; (iii) to initiate actions to resolve any remaining issues regarding the allowance and payment of Claims including, as necessary, initiation and/or participation in proceedings before the Court; (iv) to take such actions as are necessary or useful to maximize the recoveries to the Liquidating Trust Beneficiaries; (v) to effectuate the wind-down of the Debtors as set forth in the Plan; and (vi) in its capacity as Distribution Agent, to make the payments and distributions to Holders of Allowed Claims, including Holders of Allowed Administrative, Priority, and General Unsecured Claims. The Liquidating Trustee will pay post-Effective Date costs and expenses of the Liquidating Trust and Direct Claims Trust in accordance with the Trust Budget, which may be amended with the consent of the Oversight Committee. All Avoidance Actions that do not constitute "IP and Customer Claims" (as defined in the FlexGen APA) will vest in the Liquidating Trust to the extent identified on a retained action schedule (to be provided in the Plan Supplement); provided, however, that specified avoidance actions against Holders of General Unsecured Claims may be excluded from the retained action schedule in the discretion of the Committee.

(ii) Direct Claims Trust.

b. On the Effective Date, the Direct Claims Trust shall be established in accordance with the Direct Claims Trust Agreement for the purpose of receiving and monetizing the Direct Claims Trust Assets. Pursuant to the Direct Claims Trust Agreement, all Holders of General Unsecured Claims with affirmative, direct claims against non-Debtor parties who are not Released Parties hereunder (the "Direct Claims") related to or in connection with these Chapter 11 cases, including those which may be asserted against the Debtors' Prepetition Lenders and their affiliates, or the former directors, officers, shareholders or insiders of the Debtors, or the prepetition advisors or professionals retained by the Debtors in each case to the extent they are not otherwise Released Parties hereunder, that have not made an election on their Ballot as of the Voting Deadline to opt out of contributing such Direct Claims to the Direct Claims Trust (each contributor, a "Contributing Direct Claim Holder") shall be deemed, without further action required, to have contributed to the Direct Claims Trust all of their Direct Claims and any privileges related to such Direct Claims (collectively, the "Direct Claims Trust Assets"); provided that a Contributing Direct Claim Holder may at any time thereafter either (a) withdraw its Direct Claim(s) from the Direct Claims Trust or (b) choose not to participate in the litigation of such

claim(s), in each case as and to the extent permitted by applicable law and in accordance with the terms of the Direct Claims Trust Agreement. For the avoidance of doubt, no Direct Claim against a Released Party hereunder shall be contributed to or brought by the Direct Claims Trust against a Released Party; provided, that, nothing herein shall prohibit a third party that opts out of the Third Party Release from bringing a direct claim on its own behalf (and at its own cost and expense) against any party.

c. The Direct Claims Trustee shall have the exclusive right to investigate, prosecute, settle and resolve any of the Direct Claims which constitute Direct Claims Trust Assets until such time, if any, that such Direct Claims are withdrawn from the Direct Claims Trust. Contributing Direct Claim Holders shall use reasonable efforts to cooperate with the Direct Claims Trustee in the prosecution of their respective Direct Claims, including complying with discovery requests in accordance with applicable law.

d. Contributing Direct Claim Holders who incur expenses in connection with their Direct Claims, including producing documents, sitting for depositions, or testifying at trial, shall be reimbursed for such expenses by the Direct Claims Trust, subject to such restrictions as the Direct Claims Trust Agreement may provide. The Direct Claims Trust expenses will be advanced by the Liquidating Trust and will be repaid upon realization of a recovery of Direct Claims Trust Assets before distribution of any proceeds to the beneficiaries of the Direct Claims Trust or any cooperation payment to the Liquidating Trust as set forth herein.

e. Each Contributing Direct Claim Holder shall receive, in exchange for contributing its Direct Claims, its Direct Claims Trust Interests on account of such Direct Claims as set forth in the Direct Claims Trust Agreement. In the event that (i) the Liquidating Trust and the Direct Claims Trust prosecute related claims against a single defendant, (ii) a recovery is received related to such claims, and (iii) the Liquidating Trustee determines in his or her commercially reasonable judgment that there is no clear allocation of such recovery between claims brought by the Liquidating Trust and claims brought by the Direct Claims Trust, the Liquidating Trustee shall allocate such recovery to the Liquidating Trust and the Direct Claims Trust in accordance with the Direct Claims Trust Agreement.

(c) Liquidating Trust Assets. On the Effective Date, the Liquidating Trust Assets shall vest automatically in the Liquidating Trust. The Plan shall be considered a motion pursuant to sections 105, 363 and 365 of the Bankruptcy Code for such relief. The transfer of the Liquidating Trust Assets shall be made for the benefit and on behalf of the Liquidating Trust Beneficiaries. The assets comprising the Liquidating Trust Assets will be treated for tax purposes as being transferred by the Debtors to the Liquidating Trust Beneficiaries pursuant to the Plan in exchange for their Allowed Claims and then by the Beneficiaries to the Liquidating Trust in exchange for the beneficial interests in the Liquidating Trust. The Liquidating Trust Beneficiaries shall be treated as the grantors and owners of the Liquidating Trust. Upon the transfer of the

Liquidating Trust Assets, the Liquidating Trust shall succeed to all of the Debtors' rights, title and interest in the Liquidating Trust Assets, and the Debtors will have no further interest in or with respect to the Liquidating Trust Assets.

(d) Direct Claims Trust Assets. On the Effective Date, the Direct Claims Trust Assets shall vest automatically in the Direct Claims Trust. The Plan shall be considered a motion pursuant to sections 105, 363 and 365 of the Bankruptcy Code for such relief. The Beneficiaries of the Direct Claims Trust shall be treated as the grantors and owners of the Direct Claims Trust.

(e) Valuation. Except to the extent definitive guidance from the IRS or a court of competent jurisdiction (including the issuance of applicable Treasury Regulations or the receipt by the Liquidating Trustee of a private letter ruling if the Liquidating Trustee so requests one) indicates that such valuation is not necessary to maintain the treatment of the Liquidating Trust as a liquidating trust for purposes of the Internal Revenue Code and applicable Treasury Regulations, as soon as possible after the Effective Date, the Liquidating Trustee shall make a good-faith valuation of the Liquidating Trust Assets and such valuation shall be used consistently by all parties (including, without limitation, the Debtors, the Liquidating Trust, and the Liquidating Trust Beneficiaries) for all federal income tax purposes.

(f) Rights and Powers of the Liquidating Trustee. The Liquidating Trustee shall be deemed the Estates' representative in accordance with section 1123 of the Bankruptcy Code and shall have all the rights and powers set forth in the Liquidating Trust Agreement and the Direct Claims Trust Agreement, including, without limitation, the powers of a trustee under sections 704 and 1106 of the Bankruptcy Code and Bankruptcy Rule 2004 to act on behalf of the Liquidating Trust and the Direct Claims Trust. Without limiting the foregoing, the Liquidating Trustee will have the right to, among other things, (1) effect all actions and execute all agreements, instruments and other documents necessary to implement the provisions of the Plan, the Liquidating Trust Agreement, and the Direct Claims Trust Agreement; (2) liquidate the Liquidating Trust Assets and the Direct Claims Trust Assets; (3) investigate, prosecute, settle, abandon or compromise any Causes of Action the Debtors hold or may hold against any Entity; (4) make all Distributions in accordance with the Plan, the Liquidating Trust Agreement, and the Direct Claims Trust Agreement; (5) administer the Liquidating Trust and the Direct Claims Trust and pursue viable Causes of Action in accordance with the Plan and the Liquidating Trust Agreement and the Direct Claims Trust Agreement; (6) establish and administer any necessary reserves for Disputed Claims that may be required; (7) object to the Disputed Claims and prosecute, settle, compromise, withdraw or resolve in any manner approved by the Bankruptcy Court such objections; (8) assert or waive any attorney-client privilege on behalf of the Debtors and Estates with regard to acts or events during time periods prior to the Petition Date; and (9) employ and compensate professionals and other agents, including, without limitation, existing Professionals employed by the Debtors or the Committee in accordance with the Liquidating Trust Agreement or the Plan, *provided, however*, that any such compensation shall be made only out of the Liquidating Trust Assets, to the extent not inconsistent with the status of the Liquidating Trust as a liquidating trust within the meaning of Treas. Reg. § 301.7701-4(d) for federal income tax purposes.

(g) Oversight Committee. The Liquidating Trust and the Direct Claims Trust shall each have a separate oversight committee comprised of three members selected by the

Committee in its sole discretion (each, an "Oversight Committee," and together, the "Oversight Committees"). The Oversight Committees shall have approval rights over certain key decisions by the Liquidating Trustee or the Direct Claims Trustee, as applicable, all as set forth in the Plan Supplement. In the event of a conflict of interest between the Direct Claims Trust and the Liquidating Trust with respect to litigation strategy, settlement, or resource allocation, the Oversight Committees and the Liquidating Trustee will implement procedures to ensure that decisions are made consistent with the respective fiduciary duties owed to each trust, including, if necessary, recusal of conflicted members or consultation with independent counsel.

(h) Fees and Expenses of the Trusts. Expenses incurred by the Liquidating Trust, and the Direct Claims Trust, on or after the Effective Date shall be paid by the Liquidating Trustee, from the Liquidating Trust, in accordance with the Liquidating Trust Agreement, and Direct Claims Trust Agreement, as applicable, without further order of the Bankruptcy Court.

(i) Transfer of Beneficial Interests in the Trusts. Neither Liquidating Trust Interests nor Direct Claims Trust Interests shall be transferable except upon death of the interest holder or by operation of law. Neither Trust shall not have any obligation to recognize any transfer of Claims or Interests occurring after the Distribution Record Date.

(j) Effective Date Cash Transfers. On or as soon after the Effective Date as is reasonably practical, the Debtors shall use any available Cash to (i) fund payments to be made pursuant to or otherwise consistent with the Plan and the Confirmation Order, including distributions to holders of Allowed Administrative Claims, Priority Tax Claims, and Priority Non-Tax Claims and (ii) transfer to the Liquidating Trust the (A) Trust Funding Amount and (B) an amount necessary to establish appropriate reserves (including the Liquidating Trust Professional Fee Reserve) to pay Administrative Claims, Priority Tax Claim, and Priority Non-Tax Claims that become Allowed after the Effective Date (collectively, the "Effective Date Cash Transfers"). To the extent the Debtors' available Cash is insufficient to fund the Effective Date Cash Transfers, such transfers will be made pursuant to the terms hereof. Notwithstanding any other provision herein, the Effective Date Cash Transfers will be used in the first instance by the Liquidating Trustee to pay or reserve for all unpaid Administrative Claims, Priority Tax Claims, and Priority Non-Tax Claims (including any Disputed Claims until such Claims are resolved), prior to use of the available Cash for purposes of the Liquidating Trust. Subject to the restrictions set forth herein, the Liquidating Trust Assets will be used by the Liquidating Trustee to pay for the expenses of the Liquidating Trust in accordance with the Liquidating Trust Agreement.

On or as soon as practicable following the Effective Date, the Liquidating Trust Assets Account shall be opened by the Liquidating Trustee and funded with the amount set forth in clause (ii) of the first sentence of the preceding paragraph (the "Initial Trust Cash"), which shall constitute Liquidating Trust Assets.

(k) Certain Tax Matters.

(i) The Liquidating Trustee shall file tax returns for the Liquidating Trust as a grantor trust pursuant to Treasury Regulations Section 1.671-4(a) and in accordance with the Plan. The Liquidating Trust's items of taxable income, gain, loss, deduction, and/or credit (other than such items is respect of any assets allocable to, or retained on account of, Disputed

Claims) will be allocated to each holder in accordance with their relative ownership of Liquidating Trust Interests.

(ii) The Liquidating Trustee may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the Liquidating Trust for all taxable periods through the dissolution thereof. Nothing in this Article shall be deemed to determine, expand, or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

(iii) The Liquidating Trustee (1) may timely elect to treat any Liquidating Trust Assets allocable to Disputed Claims as a "disputed ownership fund" governed by Treasury Regulations Section 1.468B-9, and (2) to the extent permitted by applicable law, shall report consistently for state and local income tax purposes. If a "disputed ownership fund" election is made, all parties (including the Liquidating Trustee and the holders of Liquidating Trust Interests) shall report for U.S. federal, state, and local income tax purposes consistently with the foregoing. The Liquidating Trustee shall file all income tax returns with respect to any income attributable to a "disputed ownership fund" and shall pay the U.S. federal, state, and local income taxes attributable to such disputed ownership fund based on the items of income, deduction, credit, or loss allocable thereto.

13.4 Litigation.

Except as otherwise provided herein (including with respect to the Exculpation and Release provisions hereof), all Litigation is retained, vested in the Liquidating Trust, or Direct Claims Trust, as applicable, and preserved pursuant to section 1123(b) of the Bankruptcy Code. From and after the Effective Date, all Litigation will be prosecuted or settled by the Liquidating Trustee.

To the extent any Litigation is already pending on the Effective Date, the Liquidating Trustee will continue the prosecution of such Litigation and shall be substituted as plaintiff, defendant, or in any other capacity for the Debtors or the Estates pursuant to the Plan and the Confirmation Order on the Effective Date, without need for any further motion practice or notice in any case, action, or matter.

Although the Debtors and the Committee are unable to predict with certainty the value or outcome of any particular Litigation, the Liquidating Trustee will evaluate and pursue only those Causes of Action that, in the exercise of its reasonable judgment, are expected to yield a net positive recovery to the Liquidating Trust, taking into account the anticipated costs of prosecution, including Liquidating Trustee fees and expenses.

By way of example only, the following Causes of Action are currently known to the Debtors as of the date hereof and are expected to be pursued by the Liquidating Trustee:

- **Recovery of Receivables**. The Debtors are analyzing outstanding receivables to determine collectability; however, no assurance can be given as to the amount or timing of any recovery.

- **Cash Collateral Accounts**. The Debtors maintain certain cash collateral accounts securing bonds, credit card programs, and other financing obligations. The

Liquidating Trustee intends to seek turnover to the extent applicable of these accounts for the benefit of the Liquidating Trust.

- ***Powin LLC v. United States.*** Powin has asserted claims against the United States for refunds of tariffs it contends were improperly assessed and overpaid. The Liquidating Trustee intends to continue the prosecution of this action for the benefit of creditors.

- **Committee Investigations**. The Committee is investigating potential causes of action which might be asserted against third parties, and which might be held either by the Debtors or by individual claimants. Any estate claims and causes of action held by the Debtors, to the extent not released in the Plan, shall be automatically contributed to the Liquidating Trust for the benefit of all Holders of General Unsecured Claims in Class 5A. Any Direct Claims held by individual claimants shall be automatically contributed to the Direct Claims Trust to be pursued by the Direct Claims Trustee in their business judgment for the benefit of all Contributing Direct Claim Holders in Class 5B, unless such Holder has either (a) made an election on their Ballow as of the Voting Deadline to opt out of contributing such Direct Claims to the Direct Claims Trust, or (b) has withdrawn their Direct Claims contributed to the Direct Claims Trust in accordance with the Direct Claims Trust Agreement. The Committee's investigation is ongoing and at this time no further information can be provided regarding potential claims or causes of action, or the value thereof at this time.

13.5 Dissolution of the Committee.

On the Effective Date, the Committee will dissolve, and the members of the Committee and the Committee's Professionals will cease to have any role arising from or relating to the Chapter 11 Cases, except in connection with final fee applications of Professionals for services rendered prior to the Effective Date (including the right to object thereto). The Professionals retained by the Committee and the members thereof will not be entitled to assert any fee claims for any services rendered to the Committee or expenses incurred in the service of the Committee after the Effective Date, except for reasonable fees for services rendered, and actual and necessary costs incurred, in connection with any applications for allowance of Professional Fees pending on the Effective Date or filed and served after the Effective Date. Nothing in the Plan shall prohibit or limit the ability of the Committee's or Debtors' Professionals to represent the Liquidating Trustee or to be compensated or reimbursed per the Plan, the Liquidating Trust Agreement, and/or the Direct Claims Trust Agreement in connection with such representation.

13.6 Employee Payments.

On the Effective Date, the Debtors or the Liquidating Trustee shall be authorized to pay certain compensation to eligible employees (the "Employee Payments") in order to incentivize such employees to continue their employment with the Debtors throughout the wind-down period and to assist in the orderly implementation and effectuation of the Plan, which compensation shall be subject to approval by the Committee. The Employee Payments shall be made only to those

employees identified as eligible in, and shall be subject in all respects to, the terms and conditions set forth in the Plan Supplement.

13.7 WARN Act Settlement.

(a) Funding and Distribution of the WARN Act Claim Reserve. The WARN Act Claim Reserve shall be formed on the Effective Date and funded in the amount of [$●], consisting of (i) the Initial WARN Act Claim Reserve Amount, to be distributed on the Effective Date to the designated class representative of the Allowed WARN Act Claims identified in the Plan Supplement for the benefit of members of the class; and (ii) following the transfer of the Liquidating Trust Assets to the Liquidating Trust, [$●] in net recoveries from the liquidation of the Liquidating Trust Assets, to be distributed to the class representative for the benefit of members of the class as described in the Plan Supplement following the Effective Date on the occurrence of certain milestone events disclosed in the Plan Supplement until the Allowed WARN Act Claims are satisfied in full.

(b) Unused WARN Act Claim Reserve Funds. To the extent all or a portion of the funds in the WARN Act Claim Reserve are not used to pay WARN Act Claims (or taxes thereon), such unused funds shall be distributed in accordance with the terms of this Combined Plan and Disclosure Statement.

(c) Related Considerations. The WARN Act Claim Reserve does not limit in any manner the potential allowed amount of any WARN Act Claim, to which the Holders thereof and the Liquidating Trustee reserve all their respective rights. The WARN Act Claim Reserve funds shall be maintained and not disbursed until the WARN Action has been fully resolved pursuant to a further order of the Bankruptcy Court.

(d) Reservation of Rights. Notwithstanding the foregoing, the Liquidating Trustee reserves the right to object to, estimate, or otherwise resolve any WARN Act Claim, and the Holders of the WARN Act Claims reserve their rights to oppose any relief sought by the Liquidating Trustee.

(e) Certain Tax Matters.

(i) The WARN Act Claim Reserve Account is intended to be treated, and shall be reported, as a "qualified settlement fund" for U.S. federal income tax purposes and shall be treated consistently for state and local tax purposes to the extent applicable. The WARN Act Claims Administrator shall be the "administrator" of the WARN Act Claim Reserve Account within the meaning of Treasury Regulations section 1.468B-2(k)(3).

(ii) The WARN Act Claims Administrator shall be responsible for filing all tax returns of the WARN Act Claim Reserve Account and the payment, solely out of the assets of the WARN Act Claim Reserve Account, of any taxes due by or imposed on the WARN Act Claim Reserve Account. The WARN Act Claims Administrator shall ensure that any distributions made in respect of Claims that are in the nature of compensation for services are subject to appropriate payroll withholding and reporting, and that any applicable payroll taxes associated therewith (including employer-side and employee-side payroll taxes) are properly remitted. Any such taxes shall be payable solely out of the assets held in the WARN Act Claim Reserve Account.

SECTION 14
EFFECT OF CONFIRMATION

14.1 Binding Effect of the Plan.

The provisions of the confirmed Plan shall bind the Debtors, the Committee, the Liquidating Trust, the Direct Claims Trust, the Liquidating Trustee, any Entity acquiring property under the Plan, any Beneficiary, and any Creditor or Interest holder, whether or not such Creditor or Interest holder has filed a Proof of Claim or Interest in the Chapter 11 Cases, whether or not the Claim of such Creditor or the Interest of such Interest holder is impaired under the Plan, and whether or not such Creditor or Interest holder has accepted or rejected the Plan. All Claims and Debts shall be fixed and adjusted pursuant to the Plan. The Plan shall also bind any taxing authority, recorder of deeds, or similar official for any county, state, or Governmental Unit or parish in which any instrument related to under the Plan or related to any transaction contemplated under the Plan is to be recorded with respect to any taxes of the kind specified in section 1146(a) of the Bankruptcy Code.

14.2 Vesting of Property of Debtors on the Effective Date.

Upon the Effective Date, title to all property constituting Liquidating Trust Assets or Direct Claims Trust Assets (including, without limitation, all Causes of Action) of the Estates shall vest in the Liquidating Trust, or the Direct Claims Trust, as applicable, and shall be retained by the applicable Trust for the purposes contemplated under the Plan pursuant to the Liquidating Trust Agreement and/or the Direct Claims Trust Agreement, as applicable.

14.3 Property Free and Clear.

Except as otherwise provided in the Plan or the Confirmation Order, all property that shall vest in the Liquidating Trust, or the Direct Claims Trust, shall be free and clear of all Claims, Interests, Liens, charges, or other encumbrances of Creditors or Interest holders, other than as set forth herein, in the Liquidating Trust Agreement, in the Direct Claims Trust Agreement, and in relevant documents, agreements, and instruments contained in the Plan Supplement. Following the Effective Date, the Liquidating Trustee may transfer and dispose of any such property free of any restrictions imposed by the Bankruptcy Code or the Bankruptcy Rules and without further approval of the Bankruptcy Court or notice to Creditors, except as may otherwise be required under the Plan or the Confirmation Order.

SECTION 15
EXCULPATIONS, INJUNCTIONS, AND RELEASES

This Combined Plan and Disclosure Statement contains certain releases, exculpations, and injunction language. Parties are urged to read these provisions carefully to understand how Confirmation and consummation of the Plan will affect any Claim, interest, right, or action with regard to the Debtor and certain third parties.

THE COMBINED PLAN AND DISCLOSURE STATEMENT SHALL BIND ALL HOLDERS OF CLAIMS AGAINST THE DEBTORS TO THE FULLEST EXTENT

AUTHORIZED OR PROVIDED UNDER THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE AND ALL OTHER APPLICABLE LAW

15.1 Exculpation.

The Exculpated Parties will neither have nor incur any liability to any entity for any action in good faith taken or omitted to be taken between the Petition Date and Effective Date in connection with or related to the Chapter 11 Cases, the sale or other disposition of the Debtors' assets or the formulation, preparation, dissemination, implementation, Confirmation, or Consummation of the Plan, the Disclosure Statement, or any agreement created or entered into in connection with the Plan; *provided*, *however*, that this limitation will not affect or modify the obligations created under the Plan, or the rights of any holder of an Allowed Claim to enforce its rights under the Plan, and shall not release any action (or inaction) constituting willful misconduct, fraud, bad faith, or gross negligence (in each case subject to determination by final order of the Bankruptcy Court); *provided that* any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Plan, and such reasonable reliance shall form a defense to any such claim, Cause of Action, or liability. Without limiting the generality of the foregoing, each Exculpated Party shall be entitled to and granted the protections of section 1125(e) of the Bankruptcy Code.

15.2 Releases.

(a) **Debtor Releases**.

Notwithstanding anything in the Combined Plan and Disclosure Statement to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after and subject to the occurrence of the Effective Date, the Debtors and the Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any cause of action, by, through, for, or because of the foregoing entities (collectively, the "Debtor/Estate Releasors"), shall release (the "Debtor/Estate Release") each Released Party, and each Released Party is deemed released by the Debtor/Estate Releasors from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtor/Estate Releasors, as applicable, whether known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, existing or hereinafter arising, in law, equity, or otherwise, that the Debtor/Estate Releasors would have been legally entitled to assert in its own right, or on behalf of the holder of any Claim or Interest or other entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Debtors' liquidation, the Chapter 11 Cases, the purchase, sale, transfer of any security, asset, right, or interest of the Debtors and the ownership thereof, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtors and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of, or solicitation of votes on, the Combined Plan and Disclosure

Statement or related agreements, instruments, or other documents, or any other act or omission, transaction, agreement, event, or other occurrence taking place on and before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, actual fraud, bad faith, or gross negligence (in each case subject to determination of such by final order of a court of competent jurisdiction) but in all respects such Released Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan; provided, that the foregoing Debtor/Estate Release shall not operate to waive or release any obligations of any party under the Plan or any other document, instrument, or agreement executed to implement the Plan; and further provided that nothing herein shall act as a discharge of the Debtor.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, of the Debtor/Estate Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor/Estate Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) in the best interests of the Debtors and all holders of Claims and Interests; (c) fair, equitable, and reasonable; (d) given and made after due notice and opportunity for hearing; and (e) a bar to any of the Debtor/Estate Releasors asserting any Claim or Cause of Action released pursuant to the Debtor/Estate Release.

(b) **Third Party Release**.

Notwithstanding anything in the Plan to the contrary, on and after and subject to the occurrence of the Effective Date, each of the Releasing Parties shall release (the "Third Party Release") each Released Party, and each of the Debtors, the Estates, and the Released Parties shall be deemed released from, any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of any of the Debtors or the Estates, as applicable, whether known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Debtors' liquidation, the Chapter 11 Cases, the purchase, sale, transfer of any security, asset, right, or interest of the Debtors and the ownership thereof, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Combined Plan and Disclosure Statement, the business or contractual arrangements between the Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of, or solicitation of votes on, the Combined Plan and Disclosure Statement or related agreements, instruments, or other documents, any other act or omission, transaction, agreement, event, or other occurrence taking place on and before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, actual fraud, bad faith, or gross negligence (in each case subject to determination of such by final order of a court of competent jurisdiction) but in all respects such Released Parties shall

be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Combined Plan and Disclosure Statement. Notwithstanding anything to the contrary in the foregoing, the Third Party Release shall not release any obligations of any party under the Combined Plan and Disclosure Statement or any other document, instrument, or agreement executed to implement the Combined Plan and Disclosure Statement. For the avoidance of doubt, the Third Party Release shall not be effective upon any party that executes and returns a Release Opt-Out Election Form in accordance with the terms of this Combined Plan and Disclosure Statement.

15.3 Injunction.

In implementation of the Plan, except as otherwise expressly provided in the Confirmation Order or the Plan, and except in connection with the enforcement of the terms of the Plan or any documents provided for or contemplated in the Plan, all entities who have held, hold or may hold Claims against or Interests in the Debtors, the Liquidating Trust, the Direct Claims Trust, or the Estates that arose prior to the Effective Date are permanently enjoined from: (a) commencing or continuing in any manner, directly or indirectly, any action or other proceeding of any kind against the Debtors, the Estates, the Liquidating Trust, the Direct Claims Trust, or any of such Trusts' Assets with respect to any such Claim or Interest; (b) the enforcement, attachment, collection, or recovery by any manner or means, directly or indirectly, of any judgment, award, decree, or order against the Debtors, the Estates, the Liquidating Trust, the Direct Claims Trust, or any of Such Trusts' Assets with respect to any such Claim or Interest; (c) creating, perfecting, or enforcing, directly or indirectly, any Lien or encumbrance of any kind against the Debtors, the Estates, the Liquidating Trust, the Direct Claims Trust, or any of such Trusts' Assets with respect to any such Claim or Interest; and (d) any act, in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan with respect to such Claim or Interest. Nothing contained in this Section shall prohibit the holder of a timely filed Proof of Claim from litigating its right to seek to have such Claim declared an Allowed Claim and paid in accordance with the distribution provisions of the Plan, or enjoin or prohibit the interpretation or enforcement by the Claimant of any of the obligations of the Debtors or any Trust under the Plan. Notwithstanding any other provision of this Plan, the Debtors shall not receive a discharge pursuant to Bankruptcy Code section 1141(d)(3).

15.4 Post-Confirmation Liability of Liquidating Trustee.

The Liquidating Trustee, together with its consultants, agents, advisors, attorneys, accountants, financial advisors, other representatives and the professionals engaged by the foregoing (collectively, the "Indemnified Parties") shall not be liable for any and all liabilities, losses, damages, claims, Causes of Action, costs and expenses, including but not limited to attorneys' fees arising out of or due to their actions or omissions, or consequences of such actions or omissions, to the holders of Claims or Interests for any action or inaction in connection with the performance or discharge of their duties under the Plan, except the Indemnified Parties will be liable for actions or inactions that constitute willful misconduct, fraud, bad faith, or gross negligence (in each case subject to determination of such by final order of a court of competent jurisdiction). However, any act or omission taken with the approval of the Bankruptcy Court, and not inconsistent therewith, will be conclusively deemed not to constitute willful misconduct, fraud,

bad faith, or gross negligence. In addition, the Liquidating Trust, the Direct Claims Trust, and the Estates shall, to the fullest extent permitted by the laws of the State of New Jersey, indemnify and hold harmless the Indemnified Parties from and against and with respect to any and all liabilities, losses, damages, claims, costs and expenses, including but not limited to attorneys' fees arising out of or due to their actions or omissions, or consequences of such actions or omissions, with respect to the Liquidating Trust, the Direct Claims Trust, and the Estates or the implementation or administration of the Plan if the Indemnified Party acted in good faith and in a manner reasonably believed to be in or not opposed to the best interest of the Liquidating Trust, the Direct Claims Trust, and the Estates. To the extent the Liquidating Trust or the Direct Claims Trust indemnifies and holds harmless the Indemnified Parties as provided above, the legal fees and related costs incurred by counsel to the Liquidating Trustee in monitoring and participating in the defense of such claims giving rise to the right of indemnification shall be paid as Liquidating Trust Expenses. All rights of the Persons indemnified pursuant hereto shall survive confirmation of the Plan. For the avoidance of doubt, the Liquidating Trustee shall not be deemed an Exculpated Party under this Plan, nor shall this provision be read to grant the Liquidating Trustee an exculpation under this Plan.

15.5 Preservation of Rights of Action.

(a) Vesting of Causes of Action.

Except as otherwise provided in the Plan or Confirmation Order, including any Cause of Action that is expressly waived, relinquished, exculpated, released, settled, or compromised under the Plan or Confirmation Order (including, without limitation, pursuant to the Debtor/Estate Release), (i) in accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that the Debtors hold or may hold against any Entity shall vest upon the Effective Date in the Liquidating Trust or Direct Claims Trust, as applicable; (ii) after the Effective Date, the Liquidating Trustee shall have the exclusive right to institute, prosecute, abandon, settle, or compromise any Causes of Action the Estates hold or may hold against any Entity constituting Liquidating Trust Assets or Direct Claims Trust Assets, in accordance with the terms of the Plan, the Liquidating Trust Agreement, or the Direct Claims Trust Agreement, as applicable, and without further order of the Bankruptcy Court, in any court or other tribunal, including, without limitation, in an adversary proceeding filed in the Chapter 11 Cases; and (iii) Causes of Action and recoveries therefrom shall remain the sole property of the Liquidating Trust or the Direct Claims Trust, as applicable, and holders of Claims shall have no direct right or interest in to any such Causes of Action or recoveries.

(b) Preservation of All Causes of Action Not Expressly Settled or Released.

Unless a Cause of Action against a holder of a Claim or other Entity is expressly waived, relinquished, released, compromised, or settled in the Plan (including, without limitation, pursuant to the Debtor/Estate Release) and/or or any Final Order (including the Confirmation Order), the Debtors and the Liquidating Trustee expressly reserve such retained Cause of Action for later adjudication by the Debtors or the Liquidating Trustee, as applicable (including, without limitation, Causes of Action not specifically identified or described in the Plan Supplement or elsewhere, or of which the Debtors may be presently unaware, or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time, or facts or

circumstances that may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable, or otherwise) or laches shall apply to such Causes of Action upon or after the entry of the Confirmation Order or Effective Date based on the Disclosure Statement, Plan, or Confirmation Order, except where such Causes of Action have been released or otherwise resolved by a Final Order (including the Confirmation Order). In addition, the Debtors and Liquidating Trustee expressly reserve the right to pursue or adopt claims alleged in any lawsuit in which a Debtor is a defendant or interested party against any Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

Subject to the immediately preceding paragraph, any Entity to which the Debtors have incurred an obligation (whether on account of services, the purchase or sale of goods, or otherwise), or that has received services from the Debtors or a transfer of money or property of the Debtors, or that has received services from the Debtors or a transfer or money or property of the Debtors, or that has transacted business with the Debtors, or that has leased property from the Debtors, should assume and is hereby advised that any such obligation, transfer, or transaction may be reviewed by the Liquidating Trustee subsequent to the Effective Date and may be the subject of an action after the Effective Date, regardless of whether (i) such Entity has filed a proof of claim against the Debtors in the Chapter 11 Cases; (ii) the Debtors or Liquidating Trustee have objected to any such Entity's proof of claim; (iii) any such Entity's Claim was included in the Schedules; (iv) the Debtors or Liquidating Trustee have objected to any such Entity's scheduled Claim; (v) any such Entity's scheduled Claim has been identified by the Debtors or Liquidating Trustee as disputed, contingent, or unliquidated; or (vi) the Debtors have identified any potential claim or Cause of Action against such Entity herein.

15.6 No Discharge.

Nothing contained in the Combined Plan and Disclosure Statement shall be deemed to constitute a discharge of the Debtors under section 1141(d)(3) of the Bankruptcy Code.

SECTION 16
CERTAIN RISK FACTORS, TAX CONSEQUENCES, AND OTHER DISCLOSURES

16.1 Certain Risk Factors to be Considered.

THE COMBINED PLAN AND DISCLOSURE STATEMENT AND ITS IMPLEMENTATION ARE SUBJECT TO CERTAIN RISKS, INCLUDING, BUT NOT LIMITED TO, THE RISK FACTORS SET FORTH BELOW. HOLDERS OF CLAIMS WHO ARE ENTITLED TO VOTE ON THE COMBINED PLAN AND DISCLOSURE STATEMENT SHOULD READ AND CAREFULLY CONSIDER THE RISK FACTORS, AS WELL AS THE OTHER INFORMATION SET FORTH IN THE COMBINED PLAN AND DISCLOSURE STATEMENT AND THE DOCUMENTS DELIVERED TOGETHER HEREWITH OR REFERRED TO OR INCORPORATED BY REFERENCE HEREIN, BEFORE DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE COMBINED PLAN AND DISCLOSURE STATEMENT. THESE FACTORS SHOULD NOT, HOWEVER, BE

REGARDED AS CONSTITUTING THE ONLY RISKS INVOLVED IN CONNECTION WITH THE COMBINED PLAN AND DISCLOSURE STATEMENT AND ITS IMPLEMENTATION.

(a) The Combined Plan and Disclosure Statement May Not Be Accepted.

The Debtors and Committee can make no assurances that the requisite acceptances of the Combined Plan and Disclosure Statement will be received, and the Debtors may need to obtain acceptances of an alternative plan for the Debtors, or otherwise, that may not have the support of the creditors and/or may be required to liquidate the Estates under chapter 7 of the Bankruptcy Code. There can be no assurance that the terms of any alternative arrangement or plan would be similar to or as favorable to creditors as those proposed in the Combined Plan and Disclosure Statement.

(b) The Combined Plan and Disclosure Statement May Not Be Confirmed.

Even if the Debtors receive the requisite acceptances, there is no assurance that the Bankruptcy Court, which may exercise substantial discretion as a court of equity, will confirm the Combined Plan and Disclosure Statement. Even if the Bankruptcy Court determined that the Combined Plan and Disclosure Statement and the balloting procedures and results were appropriate, the Bankruptcy Court could still decline to confirm the Combined Plan and Disclosure Statement if it finds that any of the statutory requirements for confirmation had not been met. As is described in greater detail herein, section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan. While, as more fully set forth herein, the Debtors believe that the Combined Plan and Disclosure Statement complies with or will comply with all such requirements, there can be no guarantee that the Bankruptcy Court will agree.

Section 1129(a) of the Bankruptcy Code requires that, except to the extent that the holder of an Administrative Claim agrees to a different treatment of such claim, holders of Administrative Claims receive on account of such claim cash equal to the allowed amount of such claim (i.e., "with respect to a claim of a kind specified in section 507(a)(2) or 507(a)(3) of this title, on the effective date of the plan, the holder of such will receive on account of such claim cash equal to the allowed amount of such claim."). In these chapter 11 cases, the requests for Administrative Claims filed by the Administrative Expense Bar Date exceed the Debtors' estimate of Allowed Administrative Claims and are the subject of ongoing review and reconciliation by the Debtors. The Debtors will seek to reach an agreement on those Administrative Claims and/or object to those requests if appropriate; however, there is no guarantee that holders of Administrative Claims will agree to a different treatment and/or the Court will sustain each or all of the objection(s) filed by the Debtors, if any.

Moreover, there can be no assurance that modifications to the Combined Plan and Disclosure Statement will not be required for Confirmation or that such modifications would not necessitate the re-solicitation of votes. If the Combined Plan and Disclosure Statement is not confirmed, it is unclear what distributions holders of Claims ultimately would receive with respect to their Claims in a subsequent plan of liquidation. If an alternative could not be agreed to, it is possible that the Debtors would have to liquidate their remaining assets in chapter 7, in which case it is likely that the holders of Allowed Claims would receive substantially less favorable treatment than they would receive under the Combined Plan and Disclosure Statement.

(c) Distributions to Holders of Allowed Claims Under the Combined Plan and Disclosure Statement May be Inconsistent with Projections.

Projected Distributions are based upon good faith estimates of the total amount of Claims ultimately Allowed and the funds available for Distribution. There can be no assurance that the estimated Claim amounts set forth in the Combined Plan and Disclosure Statement are correct. These estimated amounts are based on certain assumptions with respect to a variety of factors. Both the actual amount of Allowed Claims in a particular Class and the funds available for distribution to such Class may differ from the Debtors' estimates. If the total amount of Allowed Claims in a Class is higher than the Debtors' estimates, or the funds available for distribution to such Class are lower than the Debtors' estimates, the percentage recovery to holders of Allowed Claims in such Class will be less than projected.

(d) Estimated Recoveries for General Unsecured Claims are Difficult to Predict and May be Inconsistent with Projections.

The estimated recoveries for General Unsecured Claims are derived from the Debtors' books and records and related financial data. While the Debtors have undertaken reasonable diligence to ensure the accuracy of these estimates, such figures are inherently based on numerous assumptions and remain subject to material revision. In addition, a material portion of such recoveries is expected to be derived from potential litigation claims, the value and outcome of which are inherently uncertain and difficult to predict. Subsequent developments, including adjustments to the Debtors' books and records or changes in circumstances, may significantly alter projected recoveries. These estimates are provided for illustrative purposes only and do not constitute, and should not be construed as, a prediction, representation, or guarantee of actual recoveries to any Class.

(e) Objections to Classification of Claims.

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. As is described in greater detail herein, the Debtors and Committee believe that the classification of Claims and Interests under the Combined Plan and Disclosure Statement complies with the requirements set forth in the Bankruptcy Code. Nevertheless, there can be no assurance the Bankruptcy Court will reach the same conclusion.

To the extent that the Bankruptcy Court finds that a different classification is required for the Combined Plan and Disclosure Statement to be confirmed, the Debtors and Committee would seek to (i) modify the Combined Plan and Disclosure Statement to provide for whatever classification might be required for Confirmation and (ii) use the acceptances received from any holder of Claims pursuant to this solicitation for the purpose of obtaining the approval of the Class or Classes of which such holder ultimately is deemed to be a member. Any such reclassification of Claims, although subject to the notice and hearing requirements of the Bankruptcy Code, could adversely affect the Class in which such holder was initially a member, or any other Class under the Combined Plan and Disclosure Statement, by changing the composition of such Class and the vote required for approval of the Combined Plan and Disclosure Statement. There can be no assurance that the Bankruptcy Court, after finding that a classification was inappropriate and

requiring a reclassification, would approve the Combined Plan and Disclosure Statement based upon such reclassification. Except to the extent that modification of classification in the Combined Plan and Disclosure Statement requires re-solicitation, the Debtors and Committee will, in accordance with the Bankruptcy Code and the Bankruptcy Rules, seek a determination by the Bankruptcy Court that acceptance of the Combined Plan and Disclosure Statement by any holder of Claims pursuant to this solicitation will constitute a consent to the Combined Plan and Disclosure Statement's treatment of such holder, regardless of the Class as to which such holder is ultimately deemed to be a member. The Debtors and Committee believe that under the Bankruptcy Rules, they would be required to resolicit votes for or against the Combined Plan and Disclosure Statement only when a modification adversely affects the treatment of the Claim or Interest of any holder.

The Bankruptcy Code also requires that the Combined Plan and Disclosure Statement provide the same treatment for each Claim or Interest of a particular Class unless the holder of a particular Claim or Interest agrees to a less favorable treatment of its Claim or Interest. The Debtors and Committee believe that the Combined Plan and Disclosure Statement complies with the requirement of equal treatment. To the extent that the Bankruptcy Court finds that the Combined Plan and Disclosure Statement does not satisfy such requirement, the Bankruptcy Court could deny confirmation of the Combined Plan and Disclosure Statement. Issues or disputes relating to classification and/or treatment could result in a delay in the confirmation and consummation of the Combined Plan and Disclosure Statement and could increase the risk that the Combined Plan and Disclosure Statement will not be consummated.

(f) Failure to Consummate the Combined Plan and Disclosure Statement.

Although the Debtors and Committee believe that the Effective Date will occur and may occur quickly after the Confirmation Date, there can be no assurance as to such timing, or as to whether the Effective Date will, in fact, occur.

(g) The Releases May Not Be Approved.

There can be no assurance that the releases provided herein will be granted. Failure of the Bankruptcy Court to grant such relief may result in a plan that differs from the Combined Plan and Disclosure Statement or the Plan not being confirmed.

(h) Reductions to Estimated Creditor Recoveries.

The Allowed amount of Claims in any Class could be greater than projected, which, in turn, could cause the amount of distributions to creditors in such Class to be reduced substantially. The amount of cash realized from the monetization of the Debtors' remaining assets could be less than anticipated, which could cause the amount of distributions to creditors to be reduced substantially.

16.2 Tax Treatment.

(a) Tax Treatment of Liquidating Trust

It is intended that that the Liquidating Trust shall qualify as a "liquidating trust" for U.S. federal income tax purposes. Accordingly, (i) the terms of the Liquidating Trust shall be set forth in the Liquidating Trust Agreement; (ii) the Liquidating Trust shall be structured to qualify as a "liquidating trust" within the meaning of Treas. Reg. § 301.7701-4(d) and in compliance with Rev. Proc. 94-45, 1994-2 C.B. 684, and, thus, as a "grantor trust" within the meaning of sections 671 through 679 of the Tax Code to the Holders of Claims receiving beneficial interests in the Liquidating Trust (whether Allowed on or after the Effective Date), consistent with the terms of the Plan; (iii) the Holders of Allowed General Unsecured Claims shall be treated as the grantors and deemed owners of the Liquidating Trust; (iv) the primary purpose of the Liquidating Trust shall be the liquidation and distribution of the Liquidating Trust Assets in accordance with Treas. Reg. § 301.7701-4(d), including the resolution of Allowed Claims in accordance with this Plan, with no objective to continue or engage in the conduct of a trade or business except to the extent reasonably necessary to, and consistent with, the Liquidating Trust's liquidating purpose; (v) all parties shall report consistently with such treatment as a liquidating trust, including treating the transfer of the Liquidating Trust Assets to the Liquidating Trust as (A) the deemed transfer of the Liquidating Trust Assets (subject to applicable liabilities and obligations) by the Debtor to the Liquidating Trust Beneficiaries, followed by (B) the deemed transfer of such assets by the Liquidating Trust Beneficiaries to the Liquidating Trust in exchange for beneficial interests therein; (vi) all parties shall report consistently with the valuation of the Assets transferred to the Liquidating Trust as determined by the Liquidating Trustee; (vii) the Liquidating Trustee shall be responsible for filing returns for the Liquidating Trust as a grantor trust pursuant to Treas. Reg. § 1.671-4(a); (viii) the Liquidating Trustee shall annually provide to each Liquidating Trust Beneficiary a separate statement regarding the receipts and expenditures of the Liquidating Trust as relevant for U.S. federal income tax purposes; and (ix) all items of income, deductions, and credit loss of the Liquidating Trust shall be allocated for federal income tax purposes to the Liquidating Trust Beneficiaries in accordance with their relative ownership of Liquidating Trust interests.

In general, a beneficiary of the Liquidating Trust will recognize gain or loss with respect to its Allowed General Unsecured Claim in an amount equal to the difference between (i) the fair market value of its undivided interest in the Liquidating Trust Assets consistent with its economic rights in the Liquidating Trust received in respect of its Claim and (ii) the adjusted tax basis of the Allowed General Unsecured Claim exchanged therefor. Any gain or loss recognized with respect to an Allowed General Unsecured Claim may be classified as ordinary income unless the Claim disposed of is a capital asset in the hands of the Holder and has been held for more than one year, in which case such gain or loss may be treated as long-term capital gain or loss.

A Holder's aggregate tax basis in its undivided interest in the Liquidating Trust Assets (other than those allocable to Disputed Claims) will generally equal the fair market value of such interest, and a Holder's holding period in such assets generally will begin the day following establishment of the Liquidating Trust.

The U.S. federal income tax obligations of a holder with respect to its Liquidating Trust interests are not dependent on the Liquidating Trust distributing any cash or other proceeds. Thus, a holder may incur a U.S. federal income tax liability with respect to its allocable share of the Liquidating Trust's income even if the Liquidating Trust does not make a concurrent distribution to the holder. In general, other than in respect of cash retained on account of Disputed Claims and

distributions resulting from undeliverable distributions, a distribution of cash by the Liquidating Trust will not be separately taxable to a holder of Liquidating Trust interest as the beneficiary is already regarded for U.S. federal income tax purposes as owning the underlying assets (and was taxed at the time the cash was earned or received by the Liquidating Trust).

The Liquidating Trustee will comply with all applicable governmental withholding requirements. Thus in the case of any non-U.S. Holders, the Liquidating Trustee may be required to withhold up to 30% of the income or proceeds allocable to such persons, depending on the circumstances (including whether the type of income is subject to a lower treaty rate or is otherwise excluded from withholding). Non-U.S. Holders are urged to consult their tax advisors with respect to the U.S. federal income tax consequences of the Plan, including holding Liquidating Trust Interests.

Holders of Liquidating Trust interests are urged to consult their tax advisors regarding the appropriate U.S. federal income tax treatment of any subsequent distributions of cash originally retained by the Liquidating Trust on account of Disputed Claims.

(b) Tax Treatment of Direct Claims Trust

The Direct Claims Trust shall be established as a "grantor trust" for federal income tax purposes, pursuant to sections 671 through 679 of the Internal Revenue Code, with no objective to continue or engage in the conduct of a trade or business. The Direct Claims Trust shall be governed by the Plan and the Direct Claims Trust Agreement. The Direct Claims Trust Agreement shall contain provisions customary to trust agreements utilized in comparable circumstances, including, without limitation, any and all provisions necessary to ensure the continued treatment of the Direct Claims Trust as a grantor trust and the Direct Claims Trust Beneficiaries as the grantors and owners thereof for federal income tax purposes. The Direct Claims Trustee shall file returns for the Direct Claims Trust as a grantor trust pursuant to Treasury Regulations section 1.671-4(a) and in accordance with this Plan.

The U.S. federal income tax obligations of a holder with respect to its Direct Claims Trust interests are not dependent on the Direct Claims Trust distributing any cash or other proceeds. Thus, a holder may incur a U.S. federal income tax liability with respect to its allocable share of the Direct Claims Trust's income even if the Direct Claims Trust does not make a concurrent distribution to the holder. In general, a distribution of cash by the Direct Claims Trust will not be separately taxable to a holder of Direct Claims Trust interest as the beneficiary is already regarded for U.S. federal income tax purposes as owning the underlying assets (and was taxed at the time the cash was earned or received by the Direct Claims Trust).

(c) Tax Treatment of WARN Act Claim Reserve Account

The WARN Act Claim Reserve Account is intended to be treated as a qualified settlement fund for U.S. federal income tax purposes, and the remainder of this discussion assumes that this treatment is respected. All parties will be required to treat the WARN Act Claim Reserve Account as a qualified settlement fund for all applicable tax reporting purposes.

The WARN Act Claim Reserve Account will be subject to U.S. federal income tax on its modified gross income, if any. The WARN Act Claim Reserve Account's modified gross income

means its gross income less certain allowed deductions, including but not limited to administration fees, expenses for accounting and legal services, claims processing expenses and other expenses. The WARN Act Claims Administrator, as administrator, will be required to file tax returns on behalf of the WARN Act Claim Reserve Account and will be responsible for causing the WARN Act Claim Reserve Account to pay all taxes, if any, imposed on its modified gross income.

The WARN Act Claims Administrator will ensure that any distributions made in respect of Claims that are in the nature of compensation for services are subject to appropriate payroll withholding and reporting, and that any applicable payroll taxes associated therewith (including employer-side and employee-side payroll taxes) are properly remitted. Any such taxes shall be payable solely out of the assets held in the WARN Act Claim Reserve Account. Holders of such Claims are urged to consult their tax advisors with respect to the U.S. federal, state and local income tax consequences of this Plan.

THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE COMBINED PLAN AND DISCLOSURE STATEMENT ARE COMPLEX. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF U.S. FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER OF A CLAIM OR INTEREST IN LIGHT OF SUCH HOLDER'S CIRCUMSTANCES. EACH HOLDER OF A CLAIM OR INTEREST IS URGED TO CONSULT WITH SUCH HOLDER'S TAX ADVISORS CONCERNING THE U.S. FEDERAL, STATE, LOCAL, FOREIGN, AND OTHER TAX CONSEQUENCES OF THE COMBINED PLAN AND DISCLOSURE STATEMENT.

16.3 Alternatives to the Combined Plan and Disclosure Statement.

If the requisite acceptances are not received or the Combined Plan and Disclosure Statement is not confirmed and consummated, the theoretical alternatives to the Combined Plan and Disclosure Statement would be (a) formulation of an alternative chapter 11 plan, (b) conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, or (c) dismissal of the Chapter 11 Cases. As discussed below, the Debtors and Committee do not believe that any of these alternatives, even if viable, would afford holders of Claims or Interests a greater recovery than what is provided by the Combined Plan and Disclosure Statement.

If the Combined Plan and Disclosure Statement is not confirmed, then the Debtors, Committee or any other party in interest could attempt to formulate a different plan. The additional costs, including, among other amounts, additional professional fees, all of which would constitute Administrative Claims (subject to allowance thereof), however, may be so significant that one or more parties in interest could request that the Chapter 11 Cases be converted to chapter 7. At this time, the Debtors and Committee do not believe that there are viable alternative plans available to the Debtors.

If the Combined Plan and Disclosure Statement is not confirmed, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be elected or appointed to liquidate and distribute the Debtors' remaining assets in accordance with the priorities established by the Bankruptcy Code. As discussed above and indicated in the Liquidation Analysis, the Debtors and Committee believe that the Combined Plan

and Disclosure Statement provides a better outcome for holders of Claims than a chapter 7 liquidation would provide.

If the Combined Plan and Disclosure Statement is not confirmed, the Chapter 11 Cases also could be dismissed. Among other effects, dismissal would result in the termination of the automatic stay, thus permitting creditors to assert state-law rights and remedies against the Debtors and their assets, likely to the detriment of other creditors. While it is impossible to predict precisely what would happen in the event the Chapter 11 Cases are dismissed, it is unlikely that dismissal would result in a ratable distribution of the Debtors' assets among creditors as provided in the Combined Plan and Disclosure Statement. Thus, the vast majority of creditors could expect to receive less in the dismissal scenario than they would receive under the Combined Plan and Disclosure Statement.

SECTION 17
CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

17.1 Conditions to Confirmation of the Plan.

Confirmation of the Combined Plan and Disclosure Statement is conditioned upon the satisfaction of each of the following conditions precedent, any one or more of which may be waived by the Debtors in consultation with the Committee: (i) the Bankruptcy Court shall have approved a disclosure statement to the Plan, which may be this Combined Plan and Disclosure Statement, in form and substance acceptable to the Debtors and the Committee, (ii) the Debtors shall have determined that there will be sufficient Cash on the Effective Date to pay (or with respect to Disputed Claims to reserve for as required pursuant to the Plan) Allowed Administrative Claims, Priority Non-Tax Claims, and Priority Tax Claims in full (or in such lesser amount as may be agreed to by the Claimant), (iii) the Confirmation Order to be presented to the Bankruptcy Court at the Confirmation Hearing shall be acceptable to the Debtors and the Committee in form and substance, and (iv) the final version of the schedules, documents, and exhibits contained in the Plan Supplement, and all other schedules, documents, supplements and exhibits to the Combined Plan and Disclosure Statement, shall be in form and substance acceptable to the Debtors and the Committee.

17.2 Conditions to the Effective Date.

The occurrence of the Effective Date is conditioned upon the satisfaction of each of the following conditions precedent, any one or more of which may be waived by the Debtors in consultation with the Committee: (i) a Confirmation Order in form and substance acceptable to the Debtors and the Committee shall have been entered by the Bankruptcy Court and become a Final Order which is not subject to any stay of effectiveness; (ii) the Liquidating Trust and the Direct Claims Trust shall have been created pursuant to the terms of the Plan, the Liquidating Trustee shall have been appointed by order of the Bankruptcy Court (which may be the Confirmation Order), and the Liquidating Trust Agreement and the Direct Claims Trust Agreement shall have been executed by the Liquidating Trustee; (iii) the Initial Trust Cash shall have been fully funded and released to the Liquidating Trustee upon the Effective Date; and (iv) all actions, documents,

and agreements necessary to implement and consummate the Plan shall have been effected or executed and binding on all parties thereto.

17.3 Waiver of Conditions Precedent.

To the fullest extent permitted by law, the conditions to the Effective Date set forth herein may be waived or modified in whole or in part at any time in writing by the Debtors, in consultation with the Committee, without leave from or an order of the Court.

SECTION 18
RETENTION OF JURISDICTION

From and after the Confirmation Date, the Bankruptcy Court shall retain such jurisdiction as is legally permissible, including, but not limited to, for the following purposes:

(a) To hear and determine any and all objections to the allowance of a Claim, proceedings to estimate a Claim for any purpose, actions to equitably subordinate a Claim, proceedings seeking approval of any necessary claims reconciliation protocols, or any controversy as to the classification of a Claim in a particular Class under the Plan;

(b) To administer the Plan, the Liquidating Trust, the Direct Claims Trust, the Liquidating Trust Assets, the Direct Claims Trust Assets, and the proceeds thereof;

(c) To estimate or liquidate any Disputed Claims;

(d) To hear and determine any and all adversary proceedings, contested matters or applications pending on the Effective Date or otherwise relating to, arising from, or in connection with the Litigation; provided, however, that the Liquidating Trustee shall reserve the right to commence actions in all appropriate jurisdictions;

(e) To hear and determine any and all motions and/or objections to fix, estimate, allow and/or disallow any Claims arising therefrom;

(f) To hear and determine any and all applications by Professionals for an award of Professional Fees;

(g) To enable the Liquidating Trustee to commence and prosecute any Litigation which may be brought after the Effective Date;

(h) To interpret and/or enforce the provisions of the Plan and the injunction provided for in the Plan and to determine any and all disputes arising under or regarding interpretation of the Plan or any agreement, document, or instrument contemplated by the Plan;

(i) To enter and implement such orders as may be appropriate in the event Confirmation is for any reason stayed, reversed, revoked, modified, or vacated;

(j) To modify any provision of the Plan to the extent permitted by the Bankruptcy Code and to correct any defect, cure any omission, or reconcile any inconsistency in

the Plan or in the Confirmation Order as may be necessary to carry out the purposes and intent of the Plan;

(k) To enter such orders as may be necessary or appropriate in furtherance of Confirmation and the successful implementation of the Plan and to determine such other matters as may be provided for in the Confirmation Order or as may be authorized under the provisions of the Bankruptcy Code;

(l) To enter any orders as required by Rule 23 of the Federal Rules of Civil Procedure, to the extent made applicable to any adversary proceeding pursuant or contested matter pursuant to Bankruptcy Rules 7023 and 9014(c), as applicable;

(m) To enforce all orders previously entered by the Bankruptcy Court in the Chapter 11 Cases;

(n) To enforce, and hear and determine all disputes involving, the injunction, release, and exculpation provisions provided in Section 15; and

(o) To close the Chapter 11 Cases when administration of the Liquidating Trust, the Direct Claims Trust, and the Chapter 11 Cases has been completed.

SECTION 19
MISCELLANEOUS PROVISIONS

19.1 Revocation of the Combined Plan and Disclosure Statement.

The Debtors reserve the right to revoke and withdraw the Combined Plan and Disclosure Statement at any time on or before the Confirmation Date. If the Debtors revoke or withdraw the Combined Plan and Disclosure Statement, or if Confirmation or the Effective Date does not occur, then the Plan shall be deemed null and void and, in such event, nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or against the Debtors or any other entity or to prejudice in any manner the rights of the Debtors or any Entity in any further proceedings involving the Debtors.

19.2 Severability of Plan Provisions.

In the event that, prior to the Confirmation Date, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall, with the consent of the Debtors, have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision hereof, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

19.3 Exhibits.

All exhibits to the Combined Plan and Disclosure Statement and Plan Supplement are, by this reference, hereby incorporated herein. The Debtors reserve the right to make non-substantive changes and corrections to such exhibits in advance of the Confirmation Hearing. If any exhibits are changed or corrected, the replacement exhibits will be filed with the Bankruptcy Court prior to the commencement of the Confirmation Hearing.

19.4 Notices.

All notices required or permitted to be made in accordance with the Plan shall be in writing and shall be delivered personally or by nationally recognized overnight or next-day courier service, first-class mail, electronic mail, or via facsimile with electronic confirmation of receipt as follows:

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dclarke@genovaburns.com

Liquidating Trustee:

[●]

19.5 Reservation of Rights.

Neither the filing of the Combined Plan and Disclosure Statement nor any statement or provision contained in the Combined Plan and Disclosure Statement, nor the taking by any party in interest of any action with respect to the Plan, shall: (a) be or be deemed to be an admission against interest and (b) until the Effective Date, be or be deemed to be a waiver of any rights any party in interest may have (i) against any other party in interest, or (ii) in or to any of the assets of any other party in interest, and, until the Effective Date, all such rights are specifically reserved. In the event that the Plan is not confirmed or fails to become effective, neither the Combined Plan and Disclosure Statement nor any statement contained in the Combined Plan and Disclosure Statement may be used or relied upon in any manner in any suit, action, proceeding, or controversy within or without the Chapter 11 Cases involving the Debtors, except with respect to Confirmation of the Plan.

19.6 Defects, Omissions and Amendments.

The Debtors may, with the approval of the Bankruptcy Court and without notice to all holders of Claims or Interests, insofar as it does not materially and adversely affect holders of Claims, correct any defect, omission, or inconsistency in the Plan in such manner and to such extent as may be necessary or desirable to expedite the execution of the Plan. The Plan may be altered or amended before or after Confirmation as provided in section 1127 of the Bankruptcy Code if, in the opinion of the Bankruptcy Court, the modification does not materially and adversely

affect the interests of holders of Claims, so long as the Plan, as modified, complies with sections 1122 and 1123 of the Bankruptcy Code and the Debtors have complied with section 1125 of the Bankruptcy Code. The Plan may be altered or amended before or after the Confirmation Date but, prior to substantial Consummation, in a manner which, in the opinion of the Bankruptcy Court, materially and adversely affects holders of Claims, so long as the Plan, as modified, complies with sections 1122 and 1123 of the Bankruptcy Code, the Debtors have complied with section 1125 of the Bankruptcy Code and, after notice and a hearing, the Bankruptcy Court confirms such Plan, as modified, under section 1129 of the Bankruptcy Code.

19.7 Filing of Additional Documents.

The Debtors shall file with the Bankruptcy Court such agreements, instruments, pleadings, orders, papers, or other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

19.8 Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors, and/or assigns of such Entity.

19.9 Setoffs and Recoupments.

The Debtors, the Liquidating Trust, and the Direct Claims Trust may, but shall not be required to, set off against or recoup from the payments to be made pursuant to the Plan in respect of a Claim, any claim of any nature whatsoever that the Debtors, the Liquidating Trust, the Direct Claims Trust, or the Estates, as applicable, may have against the holder of such Claim, but neither the failure to do so or the allowance of any Claim hereunder shall constitute a waiver or release of any such claim by the Debtors, the Liquidating Trust, the Direct Claims Trust, or the Estates, against such holder.

19.10 Tax Exemption.

Pursuant to section 1146 of the Bankruptcy Code, the issuance, transfer, or exchange of any security under the Plan, or the execution, delivery, or recording of an instrument of transfer pursuant to, in implementation of, or as contemplated by the Plan, including, without limitation, any transfers to or by the Debtors, if on the Effective Date, and the Liquidating Trustee, if after the Effective Date, of the Debtors' property in implementation of or as contemplated by the Plan (including, without limitation, any subsequent transfer of property by the Liquidating Trust) shall not be taxed under any state or local law imposing a stamp tax, transfer tax, or similar tax or fee. Consistent with the foregoing, each recorder of deeds or similar official for any county, city or Governmental Unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument, without requiring the payment of any documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax, or similar tax.

19.11 Securities Exemption.

To the extent the Trust Interest is deemed or asserted to constitute securities, such Interest and the issuance and distribution thereof shall be exempt from Section 5 of the Securities Act, if applicable, and from any state or federal securities laws requiring registration for offer or sale of a security or registration or licensing of an issuer of, underwriter of, or broker or dealer in, a security, and shall otherwise enjoy all exemptions available for distributions of securities under a plan of reorganization in accordance with all applicable law, including without limitation, section 1145 of the Bankruptcy Code.

19.12 Implementation.

Upon Confirmation, the Debtors shall be authorized to take all steps and execute all documents necessary to effectuate the provisions contained in the Plan.

19.13 Record Date.

To the extent a "Record Date" is required for implementation of the Plan, the record date shall be the voting record date established by the Bankruptcy Court in the Conditional Approval and Procedures Order.

19.14 Certain Actions.

By reason of entry of the Confirmation Order, prior to, on, or after the Effective Date (as appropriate), all matters provided for under the Plan that would otherwise require approval of members, managers or other interest holders of the Debtors under the Plan, including, without limitation, (i) the distributions of Cash pursuant to the Plan, (ii) the adoption, execution, delivery, and implementation of all contracts, leases, instruments, releases, and other agreements or documents related to the Plan, and (iii) the adoption, execution, and implementation of other matters provided for under the Plan involving the company or organizational structure of the Debtors, shall be deemed to have occurred and shall be in effect prior to, on or after the Effective Date (as appropriate), pursuant to applicable corporation/limited liability company laws, without any requirement of further action by the members, managers or other interest holders of the Debtors, irrespective of whether the Confirmation Order specifically authorizes any such action.

Effective upon the Effective Date, the Debtors' formation documents shall each be deemed amended to prohibit the issuance by the Debtors of nonvoting securities to the extent required under section 1123(a)(6) of the Bankruptcy Code.

On or as soon as practicable following the Effective Date, the Liquidating Trustee shall be authorized to cancel, annul, and extinguish all Interests.

19.15 Substantial Consummation.

On the Effective Date, the Plan shall be deemed substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

19.16 Waiver of Fourteen-Day Stay.

The Debtors and Committee request as part of the Confirmation Order a waiver from the Bankruptcy Court of the 14-day stay of Bankruptcy Rule 3020(e) and, to the extent applicable, a waiver of the 14-day stay of Bankruptcy Rule 6004(g).

19.17 Governing Law.

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an exhibit hereto or a schedule in the Plan Supplement provides otherwise, the rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey, without giving effect to the principles of conflict of laws thereof.

19.18 Entire Agreement.

On the Effective Date, the Plan and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

SECTION 20
RECOMMENDATION

The Debtors and Committee strongly recommend that all creditors receiving a Ballot vote in favor of the Plan. The Debtors and Committee believe that the Plan is in the best interests of creditors. The Plan as structured, among other things, allows creditors with Allowed Claims to participate in distributions believed to be in excess of those that would otherwise be available were the Chapter 11 Cases dismissed or converted under chapter 7 of the Bankruptcy Code and minimizes delays in recoveries to creditors. The Committee supports the Combined Plan and Disclosure Statement and strongly urges unsecured creditors to vote to accept the Combined Plan and Disclosure Statement.

FOR ALL THE REASONS SET FORTH IN THIS DISCLOSURE STATEMENT, THE DEBTORS AND THE COMMITTEE BELIEVE THAT THE CONFIRMATION AND CONSUMMATION OF THE PLAN IS PREFERABLE TO ALL OTHER ALTERNATIVES. THE DEBTORS AND THE COMMITTEE URGE ALL CREDITORS ENTITLED TO VOTE TO ACCEPT THE PLAN AND TO EVIDENCE SUCH ACCEPTANCE BY RETURNING THEIR BALLOTS SO THAT THEY WILL BE RECEIVED BY 4:00 P.M. EASTERN TIME ON NOVEMBER 18, 2025 AT 4:00 P.M.

Dated: October 15, 2025

Respectfully submitted,

POWIN, LLC AND ITS AFFILIATES AS DEBTORS AND DEBTORS-IN-POSSESSION

/s/ Gerard Uzzi
Gerard Uzzi
Chief Restructuring Officer

OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF POWIN, LLC AND ITS AFFILIATES AS DEBTORS AND DEBTORS-IN-POSSESSION

/s/ Carl Kim
Carl Kim on behalf of ACE Engineering & Co. Ltd., solely in its capacity as Chair of the Official Committee of Unsecured Creditors of Powin, LLC, et al.

EXHIBIT B

(Blackline)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re: Powin, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-16137 (MBK) (Jointly Administered)

JOINT COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN OF LIQUIDATION OF POWIN, LLC AND AFFILIATES THEREOF AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

[1] The name of Debtor Powin, LLC has changed to BESS RemainCo. The Debtors intend to file a motion to amend the caption in these chapter 11 cases. 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 [15241]; (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.

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DISCLAIMERS

EACH HOLDER OF A CLAIM AGAINST THE DEBTORS ENTITLED TO VOTE TO ACCEPT OR REJECT THE COMBINED PLAN AND DISCLOSURE STATEMENT SHOULD READ THE COMBINED PLAN AND DISCLOSURE STATEMENT IN ITS ENTIRETY BEFORE VOTING. NO SOLICITATION OF VOTES TO ACCEPT OR REJECT THE COMBINED PLAN AND DISCLOSURE STATEMENT MAY BE MADE EXCEPT PURSUANT TO THE TERMS HEREOF AND SECTIONS 1121 AND 1125 OF THE BANKRUPTCY CODE. IF YOU ARE ENTITLED TO VOTE TO ACCEPT THE COMBINED PLAN AND DISCLOSURE STATEMENT, YOU ARE RECEIVING A BALLOT WITH YOUR NOTICE OF THE COMBINED PLAN AND DISCLOSURE STATEMENT. THE DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS URGE YOU TO VOTE TO ACCEPT THE COMBINED PLAN AND DISCLOSURE STATEMENT. THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS SUPPORTS THE COMBINED PLAN AND DISCLOSURE STATEMENT, AND IS A JOINT PROPONENT HEREOF, AND URGES UNSECURED CREDITORS TO VOTE TO ACCEPT THE COMBINED PLAN AND DISCLOSURE STATEMENT.

THE COMBINED PLAN AND DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 1121 AND 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 3016 AND 3017, AND NOT IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER APPLICABLE NON-BANKRUPTCY LAW. PERSONS OR ENTITIES TRADING IN OR OTHERWISE PURCHASING, SELLING, OR TRANSFERRING CLAIMS AGAINST OR INTERESTS IN THE DEBTORS SHOULD EVALUATE THE COMBINED PLAN AND DISCLOSURE STATEMENT IN LIGHT OF THE PURPOSE FOR WHICH IT WAS PREPARED. THE COMBINED PLAN AND DISCLOSURE STATEMENT SHALL NOT BE CONSTRUED TO BE ADVICE ON THE TAX, SECURITIES, OR OTHER LEGAL EFFECTS OF THE COMBINED PLAN AND DISCLOSURE STATEMENT AS TO HOLDERS OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS. YOU SHOULD CONSULT YOUR PERSONAL COUNSEL OR TAX ADVISOR ON ANY QUESTIONS OR CONCERNS RESPECTING TAX, SECURITIES, OR OTHER LEGAL CONSEQUENCES OF THE COMBINED PLAN AND DISCLOSURE STATEMENT.

THE COMBINED PLAN AND DISCLOSURE STATEMENT CONTAINS SUMMARIES OF CERTAIN STATUTORY PROVISIONS, DOCUMENTS RELATED TO THE COMBINED PLAN AND DISCLOSURE STATEMENT, ANTICIPATED EVENTS IN THE CHAPTER 11 CASES, AND FINANCIAL INFORMATION. ALTHOUGH THE DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS BELIEVE THAT THE STATEMENTS AND DESCRIPTIONS CONTAINED IN THE COMBINED PLAN AND DISCLOSURE STATEMENT ARE TRUE AND ACCURATE, THEY ARE QUALIFIED TO THE EXTENT THAT THEY DO NOT SET FORTH THE ENTIRE TEXT OF THE DOCUMENTS RELATED TO THE COMBINED PLAN AND DISCLOSURE STATEMENT AND APPLICABLE STATUTORY PROVISIONS. THE TERMS OF THE DOCUMENTS RELATED TO THE COMBINED PLAN AND DISCLOSURE STATEMENT AND APPLICABLE STATUTES GOVERN IN THE EVENT OF ANY DISCREPANCY WITH THE COMBINED PLAN

AND DISCLOSURE STATEMENT. CREDITORS AND OTHER INTERESTED PARTIES SHOULD READ THE COMBINED PLAN AND DISCLOSURE STATEMENT, THE DOCUMENTS RELATED TO THE COMBINED PLAN AND DISCLOSURE STATEMENT, AND THE APPLICABLE STATUTES THEMSELVES FOR THE FULL AND COMPLETE STATEMENTS OF SUCH TERMS AND PROVISIONS.

THE FACTUAL STATEMENTS AND REPRESENTATIONS CONTAINED IN THE COMBINED PLAN AND DISCLOSURE STATEMENT ARE MADE BY THE DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFIED, AND THE DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS DISCLAIM ANY OBLIGATION TO UPDATE ANY SUCH STATEMENTS AFTER THE SOLICITATION OF VOTES TO ACCEPT OR REJECT THE COMBINED PLAN AND DISCLOSURE STATEMENT. THE DELIVERY OF THE COMBINED PLAN AND DISCLOSURE STATEMENT SHALL NOT BE DEEMED OR CONSTRUED TO CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AT ANY TIME AFTER THE DATE HEREOF.

THE FINANCIAL INFORMATION CONTAINED HEREIN HAS NOT BEEN AUDITED BY A CERTIFIED PUBLIC ACCOUNTANT AND HAS NOT NECESSARILY BEEN PREPARED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES.

ALL FORWARD-LOOKING STATEMENTS CONTAINED HEREIN OR OTHERWISE MADE BY THE DEBTORS AND OFFICIAL COMMITTEE OF UNSECURED CREDITORS INVOLVE MATERIAL RISKS AND UNCERTAINTIES AND ARE SUBJECT TO CHANGE BASED ON NUMEROUS FACTORS, INCLUDING FACTORS THAT ARE BEYOND THE DEBTORS' AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS' CONTROL. ACCORDINGLY, THE DEBTORS' FUTURE PERFORMANCE AND FINANCIAL RESULTS MAY DIFFER MATERIALLY FROM THOSE EXPRESSED OR IMPLIED IN ANY SUCH FORWARD-LOOKING STATEMENTS. SUCH FACTORS INCLUDE, BUT ARE NOT LIMITED TO, THOSE DESCRIBED IN THE COMBINED PLAN AND DISCLOSURE STATEMENT. THE DEBTORS DO NOT INTEND TO UPDATE OR REVISE THEIR FORWARD-LOOKING STATEMENTS EVEN IF EXPERIENCE OR FUTURE CHANGES MAKE IT CLEAR THAT ANY PROJECTED RESULTS EXPRESSED OR IMPLIED THEREIN WILL NOT BE REALIZED.

ANY PROJECTED RECOVERIES TO CREDITORS SET FORTH IN THIS DISCLOSURE STATEMENT ARE BASED UPON THE ANALYSES PERFORMED BY THE DEBTORS, THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, AND THEIR RESPECTIVE ADVISORS. ALTHOUGH THE DEBTORS, THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, AND THEIR RESPECTIVE ADVISORS HAVE MADE EVERY EFFORT TO VERIFY THE ACCURACY OF THE INFORMATION PRESENTED HEREIN, THE DEBTORS, THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, AND THEIR ADVISORS CANNOT

MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF THIS INFORMATION.

IN CONNECTION WITH THE SOLICITATION OF ACCEPTANCES OF THE COMBINED PLAN AND DISCLOSURE STATEMENT PURSUANT TO SECTION 1126(b) OF THE BANKRUPTCY CODE, THE DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS ARE FURNISHING A SOLICITATION PACKAGE, CONSISTING OF THE COMBINED PLAN AND DISCLOSURE STATEMENT, THE EXHIBITS HERETO, CONFIRMATION NOTICE, AND A BALLOT OR RELEASE OPT-OUT ELECTION FORM, AS APPLICABLE, TO EACH RECORD HOLDER OF CLAIMS ELIGIBLE TO VOTE OR ITS COUNSEL. THE COMBINED PLAN AND DISCLOSURE STATEMENT IS TO BE USED BY EACH SUCH ELIGIBLE HOLDER SOLELY IN CONNECTION WITH ITS EVALUATION OF THE COMBINED PLAN AND DISCLOSURE STATEMENT; USE OF THE COMBINED PLAN AND DISCLOSURE STATEMENT FOR ANY OTHER PURPOSE IS NOT AUTHORIZED. NOTHING STATED IN THE COMBINED PLAN AND DISCLOSURE STATEMENT SHALL BE DEEMED OR CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY, OR BE ADMISSIBLE IN ANY PROCEEDING INVOLVING THE DEBTORS, THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OR ANY OTHER PARTY. THE COMBINED PLAN AND DISCLOSURE STATEMENT MAY NOT BE REPRODUCED OR PROVIDED TO ANYONE OTHER THAN ADVISORS TO THE RECIPIENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS.

SECTION 1
INTRODUCTION

Powin, LLC ("Powin") and the affiliated debtors and debtors in possession (collectively, the "Debtors"), in the above-referenced Chapter 11 Cases, and the Official Committee of Unsecured Creditors appointed therein (the "Committee"), hereby propose the following combined disclosure statement and plan of liquidation pursuant to sections 1121(a) and 1125(b) of the Bankruptcy Code (the disclosure statement portion hereof, the "Disclosure Statement" and the chapter 11 plan portion hereof, the "Plan," as may be modified and/or amended from time to time, and collectively, the "Combined Plan and Disclosure Statement"). Although proposed jointly for administrative purposes, this Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims against and Interests in each Debtor pursuant to the Bankruptcy Code. The Debtors and the Committee are the proponents of this Plan within the meaning of section 1129 of the Bankruptcy Code. Capitalized terms used in the Combined Plan and Disclosure Statement and not otherwise defined have the meanings ascribed to such terms in Section 2 hereof.

The Plan proposes to pay or otherwise satisfy Allowed Administrative Claims, Allowed Secured Claims, and Allowed Priority Claims in full on the Effective Date or as soon as reasonably practicable thereafter. The Plan also proposes to establish a reserve for the benefit of holders of certain WARN Act Claims. The Plan additionally establishes two trusts: (1) the Liquidating Trust for the purpose of winding down the Debtors' estates, administering Claims, prosecuting and resolving estate causes of action, and making distributions to holders of Allowed Claims, including Allowed General Unsecured Claims; and (2) the Direct Claims Trust for the purpose of receiving and monetizing the Direct Claims Trust Assets. The holders of Allowed General Unsecured Claims shall receive their *pro rata* interests in the Liquidating Trust. Each Contributing Direct Claim Holder shall receive, in exchange for the Direct Claims Trust Assets, its *pro rata* interest in the Direct Claims Trust on account of such Direct Claims. The Plan appoints the Liquidating Trustee to, among other things: (1) continue the wind-down of the Debtors after the Effective Date; (2) liquidate the Liquidating Trust Assets and the Direct Claims Trust Assets; (3) investigate, prosecute, settle, abandon or compromise any Causes of Action the Debtors hold or may hold against any Entity; and (4) make all Distributions in accordance with the Plan, the Liquidating Trust Agreement, and the Direct Claims Trust Agreement.

The Debtors will distribute the Combined Plan and Disclosure Statement to all holders of Claims and Interests in accordance with section 1125(b) of the Bankruptcy Code and Rules 2002, 3016, and 3017 of the Bankruptcy Rules, and the Bankruptcy Court's order conditionally approving the Bankruptcy Court's order conditionally approving the Combined Plan and Disclosure Statement [Docket No. ~~[●]]~~939] (the "Conditional Approval and Procedures Order"). The Combined Plan and Disclosure Statement and the exhibits hereto include a discussion of: (1) the nature and history of the Debtors' business and liabilities; (2) events during the Chapter 11 Cases; (3) the requirements for confirmation of the Plan and procedures for voting to accept or reject the Plan; (4) additional factors and disclosures to be considered, including risk factors and certain U.S. federal income tax consequences of the Plan; and (5) the terms of the Plan, including the treatment of holders of Claims and Interests under the Plan. The Disclosure Statement was prepared with the intent to provide "adequate information" (as defined in the Bankruptcy Code) to enable holders of Claims against and Interests in the Debtors to make informed judgments about the Plan.

Subject to the restrictions on modifications set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Combined Plan and Disclosure Statement, the Debtors expressly reserve the right to alter, amend, or modify the Combined Plan and Disclosure Statement, including the Plan Supplement, one or more times, before substantial consummation thereof.

Please read the Combined Plan and Disclosure Statement, the exhibits, other supporting materials, and any appropriate ballot carefully and follow the instructions set forth below and on the appropriate ballot to vote on the Plan. The Debtors and the Committee believe that the Plan provides the best method of maximizing the recoveries for the holders of Claims and Interests against the Debtors. Therefore, the Debtors and the Committee recommend that all creditors who are entitled to vote should vote in favor of the Plan. The Committee supports the Combined Plan and Disclosure Statement and urges unsecured creditors to vote to accept the Plan.

Unless otherwise specified, all section or exhibit references in the Combined Plan and Disclosure Statement are to the respective section in, or exhibit to, the Combined Plan and Disclosure Statement, as the same may be amended, waived, or modified from time to time. The words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to the Combined Plan and Disclosure Statement as a whole and not to any particular section, subsection, or clause contained herein. The headings in the Combined Plan and Disclosure Statement are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) any reference herein to a contract, lease, instrument, release, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; and (3) unless otherwise noted above, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply.

SECTION 2
DEFINED TERMS

As used in the Combined Plan and Disclosure Statement, capitalized terms not otherwise defined have the meanings set forth below. Any term that is not otherwise defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

"Administrative Claim" means a Claim for an expense of administration of the Chapter 11 Cases arising under sections 503(b), 507(b), 503(b)(9) or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Estates; (b) the value of any goods received by the Debtors within 20 days before the Petition Date to the extent that goods were sold to the Debtors in the ordinary course of the Debtors' business; (c) Professional Fee Claims; (d) all fees and charges assessed against the Estates under 28 U.S.C. §§ 1911-1930; (e) all obligations designated as Allowed Administrative Claims pursuant to an order of the Bankruptcy Court; (f) administrative claims that were timely filed prior

to the Administrative Expense Bar Date; and (g) any Tax Claims incurred by the Debtors after the Petition Date or relating to a tax year or period which occurs after the Petition Date.

"Administrative Expense Bar Date" means the applicable last date, at 5:00 p.m. Eastern time, set by the Bankruptcy Court for a Claimant to file a request for payment of any Administrative Claim (excluding Professional Fee Claims) arising on or after the Petition Date, through and including the Effective Date. The Administrative Expense Bar Date shall be (i) [●] for all Administrative Claims arising or deemed to be arisen on or prior to [●]; or sixty (60) days after the Effective Date for all Administrative Claims arising or deemed to be after [●], as applicable.

"Affiliate" means with respect to any specified Entity, any other Entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Entity. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by," and "under common control with") as used with respect to any Entity, shall mean the possession, directly or indirectly, of the right or power to direct or cause the direction of the management or policies of such Entity, whether through the ownership of voting securities, by agreement, or otherwise.

"Allowed" means, with respect to any Claim, except as otherwise provided herein: (a) a Claim that has been scheduled by the Debtors on the Schedules as other than disputed, contingent, or unliquidated and, as to which, the Debtors, the Liquidating Trustee or other party in interest has not filed an objection on or before the Claims Objection Deadline; (b) a Claim that is set forth in a timely filed Proof of Claim as to which no objection has been filed and which is not otherwise a Disputed Claim; (c) a Claim that has been allowed by a Final Order; (d) a Claim that is allowed: (i) in any stipulation of amount and nature of Claim executed by the Debtors prior to the Effective Date and approved by the Bankruptcy Court; (ii) in any stipulation of amount and nature of Claim executed by the Liquidating Trustee on or after the Effective Date; (iii) in any stipulation of amount and nature of any Administrative Claim, Priority Non-Tax Claim, or Priority Tax Claim executed by (y) the Debtors and approved by the Bankruptcy Court, or (z) the Liquidating Trustee; or (iv) in any contract, instrument, indenture or other agreement entered into or assumed by the Debtors in connection with and in accordance with the Plan; (e) a Claim relating to a rejected executory contract or unexpired lease that either (i) is not a Disputed Claim or (ii) has been allowed by a Final Order, in either case only if a Proof of Claim has been timely filed by the Claimant before the applicable rejection Bar Date for such claim or has otherwise been deemed timely filed under applicable law; or (f) a Claim that is allowed pursuant to the terms of the Plan. For the purpose of determining distributions pursuant to the Plan, allowance under subsections (a) and (b) only is applicable once any of the following occur (1) before the Claims Objection Deadline, the Debtors or the Liquidating Trustee, as applicable, determine not to object to the Claim, (2) the Claims Objection Deadline passes without an objection being filed, or (3) after the Debtors or Liquidating Trustee timely objects to the Claim, the Claim is allowed as provided in subparagraphs (c), (d) or (e) above.

"Allowed Claim" or "Allowed […] Claim" means a Claim that has been Allowed.

"Avoidance Actions" means any and all avoidance, recovery, subordination, or other claims, actions, or remedies which any of the Debtors, the Estates, or other appropriate party in

interest has asserted or may assert under sections 502, 510, 542, 544, 545, or 547 through 553 of the Bankruptcy Code or under similar or related state or federal statutes and common law.

"Ballots" mean the ballots upon which the holders of Impaired Claims shall indicate their acceptance or rejection of the Plan in accordance with the Plan and the Voting Instructions.

"Bankruptcy Code" means sections 101 *et seq*. of title 11 of the United States Code, and applicable portions of titles 18 and 28 of the United States Code.

"Bankruptcy Court" means the United States Bankruptcy Court for the District of New Jersey having jurisdiction over the Chapter 11 Cases.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure, as amended from time to time, as applicable to the Chapter 11 Cases, promulgated under 28 U.S.C. § 2075.

"Bar Date" means, as applicable, the General Claims Bar Date, the Administrative Expense Bar Date, or any other applicable deadline to file Claims referenced in the Plan.

"Bar Date Order" means the *Order Establishing Deadlines For Filing Proofs Of Claim and Approving the Form and Manner of Notice Thereof* [Docket No. 758].

"Beneficiaries" means holders of Allowed Claims entitled to receive Distributions from any Trust under the Plan, whether or not such Claims were Allowed on the Effective Date.

"Bidding Procedures Order" means the *Order (I) Designating a Stalking Horse Bidder and Approving Stalking Horse Bidder Protections, (II) Approving Bidding Procedures By Which Interested Parties May Bid and an Auction Sale Format in Connection With the Sale of Substantially All of the Debtors' Assets; (III) Approving Form of Asset Purchase Agreement, (IV) Approving From of Noice to be Provided to Interested Parties, (V) Authorizing the Assumption and Assignment of Assumed Contracts and Notice Procedures Thereto, (VI) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest and Best Bidder, and (VII) Authorizing the Sale of the Debtors' Property Fee and Clear of all Causes of Action and Claims* [Docket No. 413] implementing procedures to solicit and, if applicable, select bids from interested parties to purchase some or all of the Debtors' assets under section 363 of the Bankruptcy Code.

"Business Day" means any day, other than a Saturday, Sunday or legal holiday as defined in Bankruptcy Rule 9006(a).

"Cash" means cash and cash equivalents, including, but not limited to, bank deposits, wire transfers, checks, and readily marketable securities, instruments, and legal tender of the United States of America or instrumentalities thereof.

"Causes of Action" means all claims, actions, causes of action, choses in action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, remedies, rights of setoff, third-party claims, subrogation claims, contribution claims, reimbursement claims, indemnity claims, counterclaims, and crossclaims, including, without limitation, all claims and any avoidance, preference, recovery, subordination or other actions of the Debtors and Estates

(unless the context expressly states that such Causes of Action belong to another Entity) against Creditors, insiders, and/or any other Entities under the Bankruptcy Code, based in law or equity, including, without limitation, under the Bankruptcy Code, whether direct, indirect, derivative, or otherwise and whether asserted or unasserted as of the Effective Date.

"Chapter 11 Cases" means the Chapter 11 cases commenced when the Debtors filed their voluntary petitions for relief under Chapter 11 of the Bankruptcy Code on the Petition Date (each a "Chapter 11 Case") and jointly administered under the lead case number: 25-16137 (MBK).

"Claim" means a claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors, including, but not limited to: (a) any right to payment from the Debtors whether or not such right is reduced to judgment, liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) any right to an equitable remedy for breach of performance if such performance gives rise to a right of payment from the Debtors, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

"Claimant" means the holder of a Claim.

"Claims Agent" means Kurtzman Carson Consultants LLC, dba Verita Global, which was appointed as the Debtors' claims, noticing, and balloting agent.

"Claims Objection Deadline" means, with respect to all Claims other than Professional Fee Claims, (a) 180 days after the Effective Date, or (b) such other period as may be fixed by an order of the Bankruptcy Court for objecting to Claims upon request of the Liquidating Trustee.

"Class" means a category of holders of Claims or Interests, as set forth in Sections 8 and 9 hereof.

"Committee" means the Official Committee of Unsecured Creditors appointed by the U.S. Trustee in the Chapter 11 Cases on June 27, 2025.

"Confirmation" means the entry of the Confirmation Order, subject to all terms and conditions therein.

"Confirmation Date" means the date upon which the Confirmation Order is entered by the Bankruptcy Court on its docket, within the meaning of Bankruptcy Rules 5003 and 9021.

"Confirmation Hearing" means the hearing at which the Bankruptcy Court will consider final approval of the disclosures contained in the Disclosure Statement and confirmation of the Plan.

"Confirmation Order" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

"Consummation" or "Consummate" means the occurrence of the Effective Date.

"Contingent Claim" means any Claim for which a Proof of Claim has been filed with the Bankruptcy Court but was not filed in a sum certain and which Claim has not been estimated, fixed, or liquidated by the Bankruptcy Court at a sum certain as of the Effective Date, or a Claim that has accrued but nonetheless remains dependent on the occurrence of a future event that may never occur.

"Creditor" means any holder of a Claim against any Debtor as specified in section 101(10) of the Bankruptcy Code.

"Customer Program Motion" has the meaning set forth in Section 5.10 hereof.

"Debt" means liability on a Claim.

"Debtors" means, collectively, as debtors and debtors-in-possession in the Chapter 11 Cases: (i) Powin Project LLC; (ii) Powin, LLC; (iii) PEOS Holdings, LLC; (iv) Powin China Holdings 1, LLC; (v) Powin China Holdings 2, LLC; (vi) Charger Holdings, LLC; (vii) Powin Energy Ontario Storage, LLC; (viii) Powin Energy Operating Holdings, LLC; (ix) Powin Energy Operating, LLC; (x) Powin Energy Storage 2, Inc.; (xi) Powin Energy Ontario Storage II LP; (xii) Powin Canada B.C. Ltd; and (xiii) Powin EKS SellCo LLC.[2]

"Debtor/Estate Release" has the meaning set forth in Section 15 hereof.

"Debtor/Estate Releasors" has the meaning set forth in Section 15 hereof.

"Debtor Professional Fee Reserve" means the reserve fund currently held by the Stretto Inc. and established by the Debtors in connection with the DIP Order and the Cash Collateral Order to pay any accrued and unpaid (a) Professional Fee Claims incurred by a Professional and which have not yet been approved by the Bankruptcy Court; and (b) Professional Fee Claims approved by the Bankruptcy Court. The amounts deposited into the Debtor Professional Fee Reserve shall be free and clear of all liens, claims and encumbrances of any Persons or Entities except to the extent that any excess amounts remain in the Debtor Professional Fee Reserve after payment of all Allowed Professional Fee Claims, such excess amounts shall be distributed in accordance with the Plan.

"DIP Agreement" means that certain Debtor-In-Possession Credit and Guaranty Agreement dated July 28, 2025, among Powin LLC, a Delaware limited liability company, certain other affiliated Borrowers and Guarantors (each, as defined therein), from time to time party thereto, the Lenders from time to time party thereto (the "DIP Lenders"), FlexGen Power Systems, LLC, as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent") and FlexGen Power Systems, LLC as Collateral Agent for the Secured Parties (in such capacity, the "Collateral Agent") as the same may be amended, restated, supplemented or otherwise modified from time to time.

[2] The Debtors anticipate filing a voluntary petition for Powin EKS SellCo LLC prior to solicitation of the Combined Joint Plan and Disclosure Statement and intend to include that entity as a Debtor under, and within the scope of, this Combined Joint Plan and Disclosure Statement.

"DIP Documents" means the Final DIP Order, the DIP Agreement, and other agreements and other documents entered into, or delivered, on connection with the DIP Facility.

DIP Facility" means the financing facility pursuant to the Final DIP Order and the DIP Agreement.

"Direct Claims" has the meaning set forth in Section 13 hereof.

"Direct Claims Trust" means the post-confirmation trust established pursuant to the terms of the Direct Claims Trust Agreement for the purpose of receiving and monetizing the Direct Claims Trust Assets.

"Direct Claims Trust Assets" has the meaning set forth in Section 13 hereof.

"Direct Claims Trust Agreement" means the agreement, substantially in the form included in the Plan Supplement, governing the Direct Claims Trust, as it may be subsequently modified from time to time.

"Direct Claims Trustee" means the Liquidating Trustee in its capacity as trustee of the Direct Claims Trust pursuant to the terms of the Direct Claims Trust Agreement.

"Direct Claims Trust Interests" means the non-transferable beneficial interests in the Direct Claims Trust.

"Disputed" means, with respect to any Claim or Interest, any Claim or Interest: (a) listed on the Schedules as unliquidated, disputed, or contingent and as to which no Proof of Claim has been filed; or (b) as to which the Debtors, the Liquidating Trustee, or any other party in interest has interposed a timely objection or request for estimation in accordance with the Bankruptcy Code and the Bankruptcy Rules or is otherwise disputed by the Debtors or the Liquidating Trustee, as applicable, in accordance with applicable law, which objection, request for estimation or dispute has not been withdrawn or determined by a Final Order.

"Disputed Claim" means: (i) any Claim or portion of a Claim as to which an objection to the allowance thereof has been interposed as of any deadline fixed under the Plan or by order of the Bankruptcy Court, which objection has not been withdrawn or determined by Final Order; (ii) any Claim scheduled by the Debtors in the Schedules as disputed, contingent, or unliquidated and as to which no Proof of Claim has been timely filed; or (iii) a Claim that is not listed in the Schedules and as to which no Proof of Claim has been timely filed. To the extent an objection relates to the allowance of only a part of a Claim, such Claim shall be a Disputed Claim only to the extent of the objection.

"Distribution Agent" means the Liquidating Trustee, or its designees or agents.

"Distribution Dates" means collectively the Initial Distribution Date, any Subsequent Distribution(s) Date, and the date of the Final Distribution.

"Distribution Record Date" means the close of business on the Business Day immediately preceding the Effective Date.

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"Distributions" means the distributions of Cash to be made in accordance with the Plan and the Liquidating Trust Agreement, as applicable.

"Effective Date" means the date selected by the Debtors, which is a Business Day after the Confirmation Date on which no stay of the Confirmation Order is in effect. Within five (5) business days after the Effective Date, notice of the Effective Date shall be filed with the Bankruptcy Court by the Debtors or the Liquidating Trustee, as applicable.

"Effective Date Cash Transfers" has the meaning set forth in Section 13 hereof.

"EKS Sale" has the meaning set forth in Section 5.9 hereof.

"Entity" means an entity as defined in section 101(15) of the Bankruptcy Code.

"Estates" means the estates of the Debtors in the Chapter 11 Cases created pursuant to section 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Cases.

"Exculpated Parties" means collectively (a) the Debtors, (b) John Brecker in any capacity, including, without limitation, his capacity as Independent Manager of Powin LLC, (c) Gerard Uzzi in any capacity, including, without limitation, in his capacity as Chief Restructuring Officer of Powin, LLC and as former Independent Manager of Powin, LLC, (d) Brian Kane, Chad Paulson, any others agreed to between the Committee and the Debtors, in any capacity, subject to approval by the Committee based on the results of its investigation and (if required by the Committee) execution of an agreement satisfactory to the Committee to cooperate with the Liquidating Trust and the Direct Claims Trust in their investigation and prosecution of claims, (e) members of the Committee (solely in their capacities as Committee members), (f) Bankruptcy Court-approved Estate and Committee professionals, and (g) any other party, subject to approval by the Committee, which may be withheld for any reason or conditioned on execution of any appropriate agreement to cooperate with the Liquidating Trust and the Direct Claims Trust in their investigation and prosecution of claims, for whom the Debtors determine exculpation is appropriate.

"Final DIP Order" means *the Final Order (I) Authorizing the Debtors to Obtain Postpetition Operational Cash Flow Financing; (II) Granting Liens and Providing Superpriority Administrative Expense Claims; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* [Docket No. 520].

"Final Decree" means the decree contemplated under Bankruptcy Rule 3022.

"Final Distribution" means the last payment to holders of Allowed Claims in accordance with the provisions of the Plan.

"Final Order" means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction: (i) that has not been reversed, stayed, modified, or amended; (ii) as to which the time to or the right to appeal or seek reconsideration, review, rehearing, or certiorari has expired or been waived (without regard to whether the time to seek relief from a judgment under Bankruptcy Rule 9024 has expired); and (iii) as to which no appeal or petition for reconsideration, review, rehearing, or certiorari is pending.

"First Day Declaration" means the *Declaration of Gerard Uzzi In Support of Emergency First Day Motions of the Debtors* [Docket No. 13].

"FlexGen Sale" has the meaning set forth in Section 5.9 hereof.

"General Claims Bar Date" means September 29, 2025, at 5:00 p.m., prevailing Eastern Time, which is the general deadline set pursuant to the Bar Date Order for filing proofs of claim for any Claims against the Debtors that arose prior to the Petition Date.

"General Unsecured Claim" means any unsecured Claim against the Debtors or the Estates, that is not a Secured Claim, an Administrative Claim, a Priority Tax Claim, or a Priority Non-Tax Claim.

"Governmental Unit" means the United States; State; Commonwealth, District, Territory, municipality, foreign state, department, agency, or instrumentality of the United States (but not a United States trustee while serving as a trustee in a case under Chapter 11), a State, a Commonwealth, a District, a Territory, a municipality, or a foreign state; or other foreign or domestic government.

"Impaired" means with respect to a Claim or Class of Claims, a Claim or Class of Claims that is impaired within the meaning of section 1124 of the Bankruptcy Code.

"Indemnified Parties" has the meaning set forth in Section 15 hereof.

"Initial Distribution Date" means the Effective Date, or as soon as practicable thereafter when the initial distribution of Cash shall be made to the holders of Allowed Claims, as determined by the Debtors or the Liquidating Trustee, as applicable, and taking into account any applicable required reserves.

"Initial Trust Cash" has the meaning set forth in Section 13 hereof.

"Initial WARN Act Claim Reserve Amount" means [$●] funded by the Debtors to establish the WARN Act Claim Reserve.

"Insider" means an insider of the Debtors, as defined in section 101(31) of the Bankruptcy Code.

"Insurance Policies" means all insurance policies maintained by the Debtors as of the Petition Date, including but not limited to director and officer insurance policies.

"Intercompany Claim" means any Claim held by a Debtor against another Debtor, including any Claim arising under, or related to, any cash management arrangement, shared services arrangement, tax sharing agreement, intercompany loan, advance, receivable, payable, guaranty, allocation, contribution, reimbursement right, or other intercompany transaction, whether arising prior to or after the Petition Date.

"Interest" means any equity interest in the Debtors, including, but not limited to, all issued, unissued, authorized, or outstanding shares or stock, whether vested or non-vested, together with any warrants, options, or contract rights to purchase or acquire such interests at any time.

"Interim DIP Order" means *the Interim Order (I) Authorizing the Debtors to Obtain Postpetition Operational Cash Flow Financing; (II) Granting Liens and Providing Superiority Administrative Expense Claims; (III) Modifying the Automatic Stay; (IV) Scheduling a Final DIP Hearing; and (V) Granting Related Relief* [Docket No. 169].

"Interim Fee Order" means the *Administrative Fee Order Establishing Procedures for Allowance and Payment of Interim Compensation and Reimbursement of Expenses of Professionals Retained by Order of this Court* [Docket No. 519], entered by the Bankruptcy Court in the Chapter 11 Cases.

"KEIP/KERP Order" has the meaning set forth in Section 5.8 hereof.

"Lien" means any charge against or interest in property (including, but not limited to, any mortgage, lien, pledge, charge, security interest, encumbrance, or other security device of any kind) to secure payment of a debt or performance of an obligation.

"Liquidating Trust" means the trust established on the Effective Date in accordance with the Liquidating Trust Agreement for the purpose of liquidating and distributing the assets of the Estates, in accordance with 26 C.F.R. § 301.7701-4(d).

"Liquidating Trust Assets" means any and all assets of the Estates of every kind and character, wherever located, whether real or personal, tangible or intangible, transferred to the Liquidating Trust for the benefit of the Liquidating Trust Beneficiaries pursuant to the Plan and the Liquidating Trust Agreement, including, without limitation, to the extent not otherwise excluded by this definition: (i) all remaining cash; (ii) all Causes of Action, and the proceeds from the prosecution therefrom or the settlement thereof; (iii) all rights, claims and/or assets under any and all contracts, agreements, and licenses (whether or not executory contracts, and whether or not rejected or assumed) of the Debtors, including all rights and/or assets retained by any of the Debtors under any asset purchase agreement with third-party purchasers approved by the Bankruptcy Court prior to the Effective Date; (iv) any proceeds of the foregoing; and (v) all files, books and records relating to the Debtors' businesses or the administration of the Plan. Notwithstanding the foregoing, any assets received for distribution to holders of allowed WARN Act Claims, including but not limited to the Initial WARN Act Claim Reserve Amount, shall not be considered Liquidating Trust Assets.

"Liquidating Trust Assets Account" means an interest-bearing bank account or money-market account to be established and held in trust by the Liquidating Trustee on or after the Effective Date for the purpose of holding the Liquidating Trust Assets to be distributed pursuant to the Plan.

"Liquidating Trust Agreement" means the agreement, substantially in the form included in the Plan Supplement, governing the Liquidating Trust, as it may be subsequently modified from time to time.

"Liquidating Trust Beneficiaries" means holders of Allowed General Unsecured Claims that receive beneficial interests in the Liquidating Trust under the Plan.

"Liquidating Trust Interests" means the non-transferable beneficial interests in the Liquidating Trust.

"Liquidating Trust Professional Fee Reserve" means a reserve fund to be established by the Liquidating Trustee to pay any accrued and unpaid (a) Professional Fee Claims incurred by a Professional and which have not yet been approved by the Bankruptcy Court; and (b) Professional Fee Claims approved by the Bankruptcy Court, in each case, in excess of the Debtor Professional Fee Reserve. The amounts deposited into the Liquidating Trust Professional Fee Reserve shall be free and clear of all liens, claims and encumbrances of any Persons or Entities except to the extent that any excess amounts remain in the Liquidating Trust Professional Fee Reserve after payment of all Allowed Professional Fee Claims, such excess amounts shall be distributed in accordance with the Plan.

"Liquidating Trustee" means the Person selected by the Committee, with the consent of the Debtors which may not be unreasonably withheld, to act as trustee of each of the Liquidating Trust and the Direct Claims Trust, in accordance with the terms of the Plan, the Confirmation Order, and the Liquidating Trust Agreement or the Direct Claims Trust Agreement, as applicable, or such successor appointed as the trustee in accordance with the Liquidating Trust Agreement or the Direct Claims Trust Agreement, as applicable.

"Liquidation Proceeds" means any Cash or other consideration paid to or realized by the Debtors or the Liquidating Trustee, as applicable, upon the collection, sale, transfer, assignment, or other disposition of the Liquidating Trust Assets.

"Litigation" means the interest of the Estates, the Debtors, or the Liquidating Trust, as applicable, in any and all claims, rights, and Causes of Action that have been or may be commenced by the Debtors or the Liquidating Trustee, as applicable, except to the extent concerning any Released Parties. Litigation includes, without limitation not otherwise stated herein, any action: (i) for recovery of an Avoidance Action; (ii) for the recovery of property or payment of money that belongs to or can be asserted by the Debtors or the Liquidating Trust, as applicable; (iii) for compensation for damages incurred by the Debtors; and (iv) equitable subordination actions against Creditors.

"Litigation Recovery" means any Cash or other property received by the Debtors or the Liquidating Trust, as applicable, from all or any portion of the Litigation, including, but not limited to, awards of damages, attorneys' fees and expenses, interest, and punitive damages, whether recovered by way of settlement, execution on judgment, or otherwise. If any Litigation is pursued on a contingent-fee basis, the Litigation Recovery will be net of any contingent fee paid to legal counsel.

"Mainfreight Sale" has the meaning set forth in Section 5.11 hereof.

"Oversight Committee" has the meaning set forth in Section 13 hereof.

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"Person" means any individual, corporation, limited liability company, general partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, Governmental Unit, or other Entity.

"Petition Date" means the date each Debtor filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code and with respect to Powin Project LLC, shall mean June 9, 2025, with respect to Powin EKS SellCo LLC, shall mean [●], 2025, with respect to Powin Canada B.C. Ltd., Powin Energy Ontario Storage II LP, and Powin Energy Storage 2, Inc., shall mean June 22, 2025, and with respect to the remaining Debtors shall mean June 10, 2025.

"Plan Documents" means the Plan, the Disclosure Statement, the Plan Supplement, the Direct Claims Trust Agreement, the Liquidating Trust Agreement, any plan support letters, or other documents or pleadings filed by the Debtors relating to the Plan.

"Plan Objection Deadline" means the deadline established by the Bankruptcy Court for filing and serving objections to Confirmation of the Plan.

"Plan Supplement" means the pleading or pleadings identified in the Plan or Disclosure Statement for filing with the Bankruptcy Court not later than seven (7) calendar days prior to the Plan Objection Deadline, which shall include certain exhibits and schedules to the Plan, as well as documents, agreements, and instruments evidencing and effectuating the Plan.

"Prepetition Loan Agreement" means that Loan Agreement, dated as of October 1, 2024, among Powin, LLC, Powin Energy Intermediate, LLC, the Subsidiary Guarantors party thereto, the Lenders party thereto (the "Prepetition Lenders" and each a "Prepetition Lender"), and GLAS USA LLC, as administrative agent and collateral agent (in such capacities, the "Prepetition Administrative Agent" and the "Prepetition Collateral Agent").

"Prepetition Loan Documents" means all promissory notes, guarantees, security agreements, filings, deposit account control agreements, intellectual property security agreements and other instruments and documents delivered in connection with the Prepetition Loan Agreement.

"Prepetition Loan Facility" means the financing facility pursuant to the Prepetition Loan Agreement.

"Priority Claim" means a Priority Non-Tax Claim or a Priority Tax Claim.

"Priority Non-Tax Claim" means any Claim, other than an Administrative Claim, a Priority Tax Claim, or a WARN Act Claim, as set forth herein, to the extent entitled to priority under section 507(a) of the Bankruptcy Code.

"Priority Tax Claim" means a Claim of a Governmental Unit of the kind specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

"Pro Rata" means proportionately so that, with respect to a Claim, the ratio of: (a) (i) the amount of property distributed on account of a particular Claim to (ii) the Allowed amount of the Claim, is the same as the ratio of (b) (i) the amount of property distributed on account of all

Allowed Claims in the Class or Classes entitled to share in the applicable distribution to (ii) the amount of all Allowed Claims in such Class or Classes.

"Professional" means an Entity: (a) employed pursuant to a Final Order in accordance with sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to sections 327, 328, 329, 330, and 331 of the Bankruptcy Code, or (b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

"Professional Fee Claim" means those fees and expenses claimed by Professionals pursuant to sections 330, 331, or 503 of the Bankruptcy Code, and accrued and unpaid as of the Effective Date.

"Proof of Claim" means a proof of claim filed pursuant to section 501 of the Bankruptcy Code or any order of the Bankruptcy Court, together with supporting documents.

"Rejection Bar Date" means the last date for any Entity whose claims arise out of the Bankruptcy Court approved rejection of an executory contract or unexpired lease to file a proof of claim for damages related to such rejection. The Rejection Bar Date for such Claims will be, (i) with respect to executory contracts and unexpired leases rejected pursuant to a Bankruptcy Court order other than the Confirmation Order, the date provided by an order approving the rejection, and, (ii) with respect to executory contracts and unexpired leases rejected pursuant to the Confirmation Order, the date that is thirty (30) days after the Effective Date.

"Rejection Motion" has the meaning set forth in Section 5.9 hereof.

"Related Persons" means, subject to any exclusions expressly set forth in the Plan, with respect to a specific Person, said Person's successors and assigns, and as applicable, its current and former shareholders, Affiliates, subsidiaries, employees, agents, investment managers, subagents, officers, directors, managers, trustees, partners, members, professionals, representatives, advisors, attorneys, financial advisors, accountants, and consultants.

"Release Opt-Out Election Form" means a form for holders of Claims to opt out of being a Releasing Party in connection with the Third Party Release.

"Released Parties" means collectively (a) the Debtors, (b) the Debtors' respective current officers and managers, including John Brecker, in any capacity, including, without limitation, his capacity as Independent Manager of Powin LLC, (c) Gerard Uzzi, in any capacity, including, without limitation, his capacity as Chief Restructuring Officer of Powin, LLC and former Independent Manager of Powin, LLC, (d) Brian Kane, Chad Paulson, any others agreed to between the Committee and the Debtors, in any capacity, subject to approval by the Committee based on the results of its investigation and (if required by the Committee) execution of an agreement satisfactory to the Committee to cooperate with the Liquidating Trust and the Direct Claims Trust in their investigation and prosecution of claims, (e) members of the Committee (solely in their capacities as Committee members), (f) Bankruptcy Court-approved Estate and Committee professionals, and (g) any other party, subject to approval by the Committee, which may be withheld for any reason or conditioned on execution of any appropriate agreement to cooperate

with the Liquidating Trust and the Direct Claims Trust in their investigation and prosecution of claims, for whom the Debtors determine a release is appropriate.

"Releasing Parties" means, individually and collectively: (i) each holder of a Claim or Interest that does not opt out of the Third Party Release; (ii) the Committee and each of its members in such capacity; and (iii) with respect to each of the foregoing Entities in clauses (i) and (ii), such Entities' or Persons' successors, assigns, transferees, and such Entities' or Persons' officers and directors, agents, members, financial and other advisors, attorneys, employees, partners, affiliates, and representatives (in each case in their capacity as such), and any and all other entities who may purport to assert any cause of action, by, through, for, or because of such Entities or Persons.

"Sale Transactions" means collectively, the FlexGen Sale, the Mainfreight Sale and the EKS Sale pursuant to section 363 of the Bankruptcy Code, the procedures established under the terms of the Bidding Procedures Order, and an order of the Bankruptcy Court approving such sales.

"Schedules" means the schedules of assets and liabilities as the Bankruptcy Court required the Debtors to file pursuant to section 521 of the Bankruptcy Code, the Official Bankruptcy Forms, and the Bankruptcy Rules, as they may be amended and supplemented from time to time, and the Debtors' statements of financial affairs filed with the Bankruptcy Court, as the Bankruptcy Court required the Debtors to file pursuant to section 521 of the Bankruptcy Code, the Official Bankruptcy Forms, and the Bankruptcy Rules, as they may be amended and supplemented from time to time [Docket Nos. 414-437].

"Secured Claim" means any Claim that is secured in whole or part, as of the Petition Date, by a Lien which is valid, perfected, and enforceable under applicable law and is not subject to avoidance under the Bankruptcy Code or applicable non-bankruptcy law, or subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of such Lien or right of setoff as determined under sections 506(a) or 1129(b) of the Bankruptcy Code, as applicable.

"Securities Act" means the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, together with the rules and regulations promulgated thereunder, as amended from time to time.

"Settled Priority Claim" means a claim for priority asserted under section 503(b)(9) or 546(c) of the Bankruptcy Code which is settled consistent with this Combined Plan and Disclosure Statement by the Debtors and the party asserting such claim.

"Subsequent Distribution Date" means any date after the Initial Distribution Date upon which the Liquidating Trust makes a distribution to any holders of Allowed Administrative, Secured, Priority, or General Unsecured Claims.

"Tax" means any tax, charge, fee, levy, impost, or other assessment by any federal, state, local, or foreign taxing authority, including, without limitation, income, excise, property, sales, transfer, employment, payroll, franchise, profits, license, use, *ad valorem*, estimated, severance, stamp, occupation, and withholding tax.

"Tax" shall include any interest or additions attributable to, imposed on, or with respect to such assessments.

"Tax Claim" means all or that portion of an Allowed Claim held by a Governmental Unit for a Tax assessed or assessable against the Debtors.

"Third Party Release" has the meaning set forth in Section 15.2(c) hereof.

"Trust" shall mean either the Liquidating Trust or the Direct Claims Trust, as applicable.

"Trust Budget" means a budget for the payment by the Liquidating Trust of post-Effective Date costs and expenses of the Liquidating Trust and Direct Claims Trust. The initial Trust Budget shall be filed with the Plan Supplement. The Liquidating Trustee may amend the Trust Budget only with the consent of the Oversight Committee.

"Trust Funding Amount" means a one-time transfer of cash to the Liquidating Trust for the administration of the Liquidating Trust, in the amount set forth in the initial Trust Budget to be attached to the Plan Supplement.

"Unimpaired Claim" means an unimpaired Claim within the meaning of section 1124 of the Bankruptcy Code.

"U.S. Trustee" means the Office of the United States Trustee for the District of Delaware.

"Voting Classes" means Classes 3, 4, and 5.

"Voting Deadline" means ~~[●]~~November 18, 2025 at 4:00 p.m. (prevailing Eastern Time).

"Voting Instructions" means the instructions for voting on the Plan contained on the Ballots.

"Voting Record Date" means the date as of which the identity of holders of Claims is set by the Bankruptcy Court for purposes of determining the Entities entitled to receive and vote on the Plan.

"WARN Act Claims" means the Claims alleged in the WARN Action.

"WARN Act Claims Administrator" means the Liquidating Trustee.

"WARN Act Claim Reserve" means the reserve related to the WARN Action as set forth in Section 13.7 hereof.

"WARN Act Claim Reserve Account" means the escrow or other segregated account maintained and administered by the Liquidating Trustee for the benefit of the Allowed WARN Act Claims if the settlement with respect to WARN Act Claims is approved or the Class 5A General Unsecured Claims held by holders of WARN Act Claims if so determined by an order of the Bankruptcy Court if such settlement is not approved.

"WARN Action" means that certain adversary proceeding pending before the Bankruptcy Court, captioned at *Brian Palomino, on behalf of himself and all others similarly situated v. Powin,*

LLC, Powin Energy Operating Holdings, LLC and Powin Energy Operating, LLC, Adv. No. 25-01249 (MBK) (Bankr. D. N.J.).

SECTION 3
SUMMARY OF CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS UNDER PLAN AND IMPORTANT SOLICITATION AND CONFIRMATION DATES AND DEADLINES

3.1 Summary of Classification and Treatment of Claims and Interests. All Claims against or Interests in the Debtors are classified for purposes of voting and distributions under the Plan. Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor, and each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code. The classifications of Claims and Interests shall be deemed to apply separately with respect to each Plan proposed by each Debtor, as applicable. Further, the Plan groups the Debtors together solely for purposes of describing treatment under the Plan, confirmation of the Plan, voting on the Plan, and making distributions in accordance with the Plan. Accordingly, for such limited purposes only, the Debtors will be deemed, and not actually, consolidated. Notwithstanding the foregoing, such groupings shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, or cause the transfer of any assets or liabilities among them. No substantive consolidation of the Debtors or their Estates shall be deemed to have occurred for any purpose other than the limited consolidation solely for voting and distributions under the Plan described herein. Except as otherwise provided by or permitted under the Plan, all Debtors shall continue to exist as separate legal entities.

A summary of the classification of these Claims and Interests, the proposed treatment of each Class of Claims or Interests, and the voting status of each Class of Claims or Interests follows.

Class	Treatment	Status
Unclassified: Administrative Claims, estimated to total approx. $[●] **Estimated Recovery: 100%**	Except to the extent that a holder of an Allowed Administrative Claim agrees to less favorable treatment, each holder of an Allowed Administrative Claim, other than a Professional Fee Claim, shall receive, without interest, Cash equal to the Allowed amount of such Claim: (a) on or as soon as practicable after the later of (i) the Effective Date, or (ii) the date upon which the Bankruptcy Court enters a Final Order determining or approving such Claim; (b) in accordance with the terms and conditions of agreements between the holder of such Claim and the Debtors or the Liquidating Trustee, as the case may be; (c) with respect to any Administrative Claims representing obligations incurred in the ordinary course of the Debtors' business, upon such regular and customary payment or performance terms as may exist in the ordinary course of the Debtors' business or as otherwise provided in the Plan; or (d) with respect to statutory fees due pursuant to 28 U.S.C. § 1930(a)(6), as and when due under applicable law.	Unclassified – not entitled to vote
Unclassified: Priority Tax Claims, estimated to total approx. [$●] **Estimated Recovery: 100%**	Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in exchange for full and final satisfaction of each Allowed Priority Tax Claim, each holder of an Allowed Priority Tax Claim shall be paid the full unpaid amount of such Allowed Priority Tax Claim as follows: (a) Cash equal to the unpaid portion of the Allowed Priority Tax Claim on the later of the Effective Date or thirty (30) days following the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, or (b) such other treatment as to which the holder of an Allowed Priority Tax Claim and the Debtors shall have agreed upon in writing.	Unclassified – not entitled to vote
Class 1: Priority Non-Tax Claims, estimated to total approx. [$●] **Estimated Recovery:** [●]	Except to the extent a holder of an Allowed Priority Non-Tax Claim agrees to less favorable treatment, on the later of (i) the Effective Date or (ii) the date such Priority Non-Tax Claim becomes Allowed, or as soon as reasonably practicable thereafter, each holder of an Allowed Priority Non-Tax Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Claim, payment in full in Cash in an amount equal to the	Unimpaired – deemed to accept the Plan

Class	Treatment	Status
	Allowed amount of such Claim.	
Class 2: Other Secured Claims, estimated to total approx. [$●] **Estimated Recovery:** [●]	Except to the extent a holder of an Allowed Other Secured Claim agrees to less favorable treatment, on the later of (i) the Effective Date or (ii) the date such Other Secured Claim becomes Allowed, or as soon as reasonably practicable thereafter, each holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Claim, at the discretion of the Distribution Agent (x) payment in full in Cash in an amount equal to the Allowed amount of such Claim; (y) such other treatment sufficient to render such Other Secured Claim Unimpaired; or (z) return of the applicable collateral or authorization of a setoff in satisfaction of the Allowed amount of such Other Secured Claim.	Unimpaired – deemed to accept the Plan
Class 3: WARN Act Claims, estimated to total approx. [$●] **Estimated Recovery:** [●]	This Combined Plan and Disclosure Statement proposes a settlement with respect to WARN Act Claims. Specifically, if the representatives of the holders of WARN Act Claims agree on a binding basis to such settlement as memorialized in the Plan Supplement, such holders will receive the following treatment: (a) the allowance of the WARN Act Claims in the amount set forth in the Plan Supplement (the "Allowed WARN Act Claims"); (b) the certification of a class pursuant to Fed. R. Bankr. P. 7023 with respect to the Allowed WARN Act Claims; (c) the payment of an initial cash payment on the Effective Date on account of the Allowed WARN Act Claims to the designated class representative of such Allowed WARN Act Claims identified in the Plan Supplement to be distributed by such class representative to members of the class; and (d) the payment of additional cash payments to the class representative to be distributed to members of the class as described in the Plan Supplement following the Effective Date on the occurrence of certain milestone events disclosed in the Plan Supplement until the Allowed WARN Act Claims are satisfied in full. In the event a settlement with holders of WARN Act Claims is not reached, each WARN Act Claim shall be treated as either a Class 1 Priority Non-Tax Claim or a Class 5 General Unsecured Claim, as determined by an order of the	Impaired – entitled to vote

Class	Treatment	Status
	Bankruptcy Court.	
Class 4: Settled Priority Claims, estimated to total approx. [$●] **Estimated Recovery:** [●]	This Combined Plan and Disclosure Statement proposes a settlement for Settled Priority Claims. Specifically, if holders of a Settled Priority Claim agree on a binding basis to such settlement as memorialized in the Plan Supplement, such holders will receive the following treatment: (a) the allowance of the Settled Priority Claim in the amount set forth in the Plan Supplement (the "Allowed Settled Priority Claim"); (b) the payment of the documented professional fees incurred by the holder of the Allowed Settled Priority Claim, as agreed by the Debtors and disclosed in the Plan Supplement, on the Effective Date; and (c) the treatment of the Allowed Settled Priority Claim as a Class 5 General Unsecured Claim except for the foregoing payment of such documented professional fees on the Effective Date.	Impaired – entitled to vote
Class 5: General Unsecured Claims, estimated to total approx. [$●] **Estimated Recovery:** [●]	Class 5A: Each holder of an Allowed General Unsecured Claim shall receive in exchange for its Allowed General Unsecured Claim, a Pro Rata interest in the Liquidating Trust. Class 5B: Each holder of an Allowed General Unsecured Claim, who is also a Contributing Direct Claim Holder, shall receive, in addition to the treatment afforded to it as a Class 5A Claim Holder, a Pro Rata interest in the Direct Claims Trust on account of the Direct Claims contributed to the Direct Claims Trust.	Impaired – entitled to vote
Class 6: Intercompany Claims, estimated to total approx. [$●] **Estimated Recovery: 0%**	There shall be no Distribution on account of Intercompany Claims, except as necessary or appropriate for tax efficiency, provided, however, that no Distribution will be in Cash. Upon the Effective Date, all Intercompany Claims will be deemed cancelled, released, and discharged, subject to the foregoing.	Impaired – deemed to reject the Plan
Class 7: Interests **Estimated**	There shall be no Distribution on account of Interests. Upon the Effective Date, all Interests will be deemed	Impaired – deemed to reject

Class	Treatment	Status
Recovery: 0%	cancelled and will cease to exist.	the Plan

3.2 Important Dates and Deadlines.

Event	Proposed Date
Disclosure Statement Conditional Approval Objection Deadline	October 8, 2025 at 4:00 p.m.
Disclosure Statement Reply Deadline	October 9, 2025
Voting Record Date	October 10, 2025
Proposed Hearing Date for Conditional Approval of Disclosure Statement	October 10, 2025
Expected Entry of Conditional DS Approval Order/Delivery to Verita	October 13, 2025
Deadline to Serve Notice and Solicitation Package	Five business days following entry of Conditional DS Approval Order ~~(or as soon as reasonably practicable thereafter)~~
Publication Deadline[3]	Five business days following entry of Conditional DS Approval Order ~~(or as soon as reasonably practicable thereafter~~
Deadline to file Plan Supplement	November 7, 2025 at 4:00 p.m.
Deadline for Creditors to File Rule 3018 Motions	November ~~4~~11, 2025 at 4:00 p.m.
~~Deadline for Debtors to Respond to Rule 3018 Motions~~	~~November 11, 2025~~
Voting Deadline	November 18, 2025 at 4:00 p.m.
Combined Plan and Disclosure Statement Objection Deadline	November 18, 2025 at 4:00 p.m.
Deadline to File Confirmation Brief and Other Evidence Supporting the Combined Plan and Disclosure Statement	November 21, 2025 at 4:00 p.m.
Deadline to File Voting Tabulation Affidavit	November 21, 2025 at 4:00 p.m.
Confirmation Hearing	November 25, 2025 at 11:30 a.m.

SECTION 4
BACKGROUND

4.1 General Background.

(a) Debtors' Prepetition Business and Operations.

Prior to the Petition Date, the Debtors operated as a leading energy storage integrator at the forefront of the clean energy revolution, based in Portland, Oregon, and with offices around the

world in Vietnam, China, Canada, Australia, and Spain. The Debtors focused their business on advancing the next frontier of energy by ensuring access to clean, reliable, resilient, and affordable power through cutting-edge technology. The Debtors' business model targeted innovations in energy storage, which are essential to the planet's transition to a sustainable, carbon-free world.

At a high level, the Debtors' business model had two lines of business: (i) the engineering and installation of battery energy storage systems, which are governed by various energy supply agreements (each, an "ESA"); and (ii) the warranties, servicing and maintenance of battery energy storage systems, which are governed by various long term servicing agreements (each, an "LTSA"). To implement the Debtors' business plan, the Debtors entered into these ESAs and LTSAs with its customers, and then used suppliers and vendors to support performance under the ESAs and LTSAs.

(b) Corporate Organizational Structure.

The Debtors' prepetition organization structure is attached to the First Day Declaration as Exhibit A.

(c) Debtors' Prepetition Debt Structure.

(i) Prepetition Secured Debt

As of the Petition Date, the outstanding secured obligations under the Loan Agreement were no less than $25,612,281.51, plus any other fees, expenses, and other obligations owed under the Prepetition Loan Documents. On August 20, 2025, the Prepetition Secured Debt was satisfied in full with proceeds from the FlexGen Sale transaction.

(ii) Unsecured Debt

As of the Petition Date, the Debtors estimate that unsecured claims against the Debtors are at least $300,000,000, including: (i) accrued and unpaid amounts owed to the Debtors' trade vendors and customers and other unsecured debt incurred in the ordinary course of the Debtors' business; and (ii) certain ongoing or threatened litigation claims, which are disputed.

(d) Debtors' Tax Status.

The Debtors' tax filing obligations vary by entity. Debtors Powin Energy Operating Holdings LLC and Powin Energy Operating LLC were required to file U.S. federal tax returns. Powin Project, LLC, which was newly formed in 2025, has not yet filed any federal tax returns. Certain affiliates—Powin Energy Storage 2, Inc., Powin Energy Ontario Storage II LP, and Powin Canada B.C. Ltd.—file separate tax returns under Canadian law. The remaining Debtors—Powin, LLC; PEOS Holdings, LLC; Powin China Holdings 1, LLC; Powin China Holdings 2, LLC; Charger Holdings, LLC; Powin Energy Ontario Storage, LLC; Powin Energy Operating Holdings, LLC; Powin Energy Operating, LLC; and Powin EKS SellCo, LLC—are pass-through entities and their tax reporting is included in the combined federal tax return of non-Debtor Powin Energy Holdings LLC. For the avoidance of doubt, any tax liabilities attributable to such pass-through Debtors are obligations of Powin Energy Holdings LLC and/or its equity holders, and the Debtors expressly disclaim any liability in connection therewith.

4.2 Events Leading to Chapter 11 Filing.

The Debtors commenced these Chapter 11 Cases as a result of certain historical challenges to the Debtors' business, including severe liquidity constraints, an extreme overdependence on trade credit, increasing assertions of liquidated damages entitlements by customers aggrieved by alleged performance delays, and damaged credibility with customers. The Debtors commenced these Chapter 11 Cases in order to, among other things, pursue a value-maximizing sale process for their assets.

SECTION 5
THE CHAPTER 11 CASES

The following is a brief description of certain material events that have occurred during the Chapter 11 Cases.

5.1 First Day Motions and Other Early Developments in the Chapter 11 Cases.

The Debtors filed a number of motions after the Petition Date to, among other things, help stabilize operations and establish procedures for the Chapter 11 Cases:

(i) joint administration motion [Docket No. 3] and order thereon [Docket No. 58];

(ii) application to appoint Kurtzman Carson Consultants, LLC dba Verita Global as the Debtors' claims and noticing agent [Docket No. 9] and order thereon [Docket No. 66];

(iii) motion for authorization to use certain cash management procedures, bank accounts, and certain payment methods, and to modify requirements imposed by section 345(b) of the Bankruptcy Code [Docket No. 12], interim order thereon [Docket No. 60], and final order thereon [Docket No. 397];

(iv) motion for authorization to continue insurance programs and prepetition surety bonds and pay obligations arising thereunder [Docket No. 8], interim order thereon [Docket No. 61], and final order thereon [Docket No. 394];

(v) motion to provide procedures to deal with utility providers [Docket No. 112], interim order thereon [Docket No. 399], and final order thereon [Docket No. 679]; and

(vi) motion to pay certain prepetition employee obligations, and to continue certain employee benefits programs [Docket No. 7], interim order thereon [Docket No. 63], and final order thereon [Docket No. 395].

5.2 Prepetition Loan Facility and Cash Collateral Order.

(i) Prior to the Petition Date, certain of the Debtors entered into the Prepetition Loan Agreement with the Prepetition Lenders. Pursuant to the Prepetition Loan Agreement, the Prepetition Lenders provided the Debtors with up to $200,000,000 in total

commitments. As of the Petition Date, the outstanding secured obligations under the Prepetition Loan Agreement were no less than $25,612,281.51, plus any other fees, expenses, and other obligations owed under the Prepetition Loan Documents.

(ii) On June 10, 2025, the Debtors filed a motion for authority to use cash collateral and to provide the Prepetition Secured Parties with adequate protection [Docket No. 11]. On June 13, 2025, the Bankruptcy Court approved such motion on an interim basis [Docket No. 68]. On July 16, 2025, the Bankruptcy Court approved such motion on a final basis [Docket No. 400]. On August 20, 2025, the Debtors paid in full the secured obligations under the Prepetition Loan Agreement.

5.3 DIP Financing.

On June 21, 2025, the Debtors filed the *Motion of the Debtors for Entry of Interim and Final Orders: (I) Authorizing the Debtors to Obtain Postpetition Operational Cash Flow Financing; (II) Granting Liens and Providing Superpriority Administrative Expense Claims; (III) Modifying the Automatic Stay; (IV) Scheduling a Final DIP Hearing; and (V) Granting Related Relief* [Docket No. 120] (the "DIP Motion"). The Debtors filed the DIP Motion in order to obtain critical liquidity necessary to continue operations. By the DIP Motion, the Debtors sought, among other things, authorization and approval of the DIP Facility from the Lenders, with up to $27.5 million in new money borrowing capacity. The DIP Facility was market tested and evaluated by the Debtors and their professionals. On June 26, 2025, the Bankruptcy Court entered the Interim DIP Order and on July 25, 2025, the Bankruptcy Court entered the Final DIP Order. On August 19, the DIP Facility was fully satisfied when the DIP Lender applied the outstanding obligations as a credit against its purchase price in the FlexGen Sale transaction.

5.4 Debtors' Retention of Professionals and Personnel.

The Bankruptcy Court granted the Debtors' applications or motions, as applicable, to employ certain professionals, including (i) Dentons US LLP and Togut, Segal & Segal LLP as bankruptcy co-counsel in the Chapter 11 Cases (Docket Nos. 753 and 596); and (ii) Uzzi & Lall, a restructuring advisory firm, to provide Gerard Uzzi as the Debtors' Chief Restructuring Officer and additional personnel as of the Petition Date (Docket No. 690).

5.5 Prepetition Taxes.

On June 18, 2025, the Debtors filed the *Motion of the Debtors for Entry of an Interim and Final Order (I) Granting Authority to Pay Certain Prepetition Taxes; and (II) Granting Related Relief* [Docket No. 99] (the "Tax Motion"), which the Court granted on an final basis on August 7, 2025 [Docket No. 675].

5.6 Formation of the Committee; Retention of Professionals.

On June 27, 2025, the U.S. Trustee formed the Committee, comprised of (i) Ace Engineering & Co. Ltd., (ii) Celestica LLC, (iii) Contemporary Amperex Technology Co., Limited (CATL), (iv) Kupono Solar, LLC, (v) Formosa Electronic Industries Inc., (vi) JMS Wind Energy, LLC, (vii) R.H. Shipping & Chartering S de RL de CV, (viii) Brian Palomino, and (iv) GreEnergy Resources LLC [Docket No. 174]. The Committee retained Brown Rudnick LLP and Genova

Burns LLC as bankruptcy co-counsel, and Alvarez & Marsal North America, LLC as its financial advisor.

5.7 Debtors' Schedules and Statement of Financial Affairs.

Upon the Debtors' motion, pursuant to an order entered on June 13, 2025 [Docket No. 65], the Bankruptcy Court extended the Debtors' time to file the Debtors' Schedules of Assets and Liabilities and Statements of Financial Affairs until July 17, 2025.

On July 17, 2025, the Debtors filed their respective Schedules and Statements of Financial Affairs [Docket Nos. 414-437]. The *General Global Notes And Statement Of Limitations, Methodology And Disclaimers Regarding The Debtors' Schedules Of Assets And Liabilities And Statements Of Financial Affairs* provided, among other things, a comprehensive explanation regarding the limitations on the Debtors' financial reporting and processes and explained that the Schedules and Statements contained unaudited financial information that may be inaccurate and/or incomplete.

The Debtors intend to imminently file various amendments to their Schedules and Statements of Financial Affairs.

5.8 Claims Bar Dates.

On August 20, 2025, the Bankruptcy Court entered the Bar Date Order setting September 29, 2025, as the general claims bar date for the filing of proofs of claim; and December 8, 2025, as the claims bar date for governmental units.

5.9 KEIP and KERP Motion.

On July 23, 2025, the Debtors filed the *Motion of the Debtors for Entry of Order (I) Approving Key Employee Retention Plan and Key Employee Incentive Plan and (II) Granting Related Relief* [Docket No. 493], which was approved by order of the Bankruptcy Court entered on August 7, 2025 [Docket No. 665] (the "KEIP/KERP Order").

5.10 Rejection Motions and Related Matters.

(i) Customer Contract Rejection Motion

On June 17, 2025, the Debtors filed the *Omnibus Motion of the Debtors for Entry of an Order (I) Authorizing the Rejection of Legacy Customer Contracts and (II) Granting Related Relief* [Docket No. 88] (the "Customer Contract Rejection Motion"). Through the Customer Contract Rejection Motion, the Debtors sought authority, pursuant to section 365 of the Bankruptcy Code, to reject in their entirety all of the Debtors' Energy Supply Agreements, Long Term Service Agreements, and related contractual arrangements with their customers (the "Customer Contracts"). The Debtors explained that these agreements had become unduly burdensome to the estates, no longer provided a net economic benefit, and, in many instances, obligated the Debtors to perform under contracts that were heavily out of the money and inconsistent with the Debtors' restructuring objectives.

After notice and an opportunity for parties in interest to be heard, and following consideration by the Court, the Court entered an order on September 9, 2025 [Docket No. 843] granting the Customer Contract Rejection Motion. Numerous parties in interest filed responses to the Customer Contract Rejection Motion; however, all objections to the requested relief were either consensually resolved or overruled by the Court. The Court's order authorized the rejection of the Customer Contracts, thereby relieving the estates of the ongoing administrative and financial burdens associated with those legacy customer agreements and aligning the Debtors' contractual obligations with their restructuring strategy.

(ii) Omnibus Rejection Motions

The Debtors intend to imminently file various omnibus rejection motions (the Omnibus Rejection Motions, and, together with the Customer Contract Rejection Motion, the "Rejection Motions"), which motions shall seek authority to reject certain contracts that were not assigned in the Sale Transactions and were not needed by the Debtors.

5.11 Adequate Protection Motions.

In connection with the Customer Contract Rejection Motion, two separate groups of the Debtors' customers filed motions [Docket Nos. 117 and 297] (collectively, the "Adequate Protection Motions") seeking (i) to compel the Debtors to take certain actions related to intellectual property pursuant to Section 365(n) of the Bankruptcy Code and (ii) adequate protection under Section 363(e) of the Bankruptcy Code. The Adequate Protection Motions remain pending and, absent further continuance or consensual resolution, are scheduled to be heard by the Court on September 25, 2025.

5.12 Sale Proceedings.The Debtors commenced these Chapter 11 Cases in order to, among other things, engage in a value-maximizing sale process for their assets. To that end, on July 1, 2025, the Debtors filed the *Motion of the Debtors for Entry of an Order (I) Designating a Stalking Horse Bidder and Approving Stalking Horse Bidder Protections, (II) Approving Bidding Procedures By Which Interested Parties May Bid and an Auction Sale Format in Connection With the Sale of Substantially All of the Debtors' Assets; (III) Approving Form of Asset Purchase Agreement, (IV) Approving From of Noice to be Provided to Interested Parties, (V) Authorizing the Assumption and Assignment of Assumed Contracts and Notice Procedures Thereto, (VI) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest and Best Bidder, and (VII) Authorizing the Sale of the Debtors' Property Fee and Clear of all Causes of Action and Claims* [Docket No. 228] (the "Bidding Procedures Motion"), which the Bankruptcy Court granted through entry of the Bidding Procedures Order on July 17, 2025. In accordance therewith, on July 30, 2025, the Debtors conducted an auction of their assets after receiving three qualified bids, all as more detailed in the *Notice of Winning Bidders* [Docket No. 591] ("Notice of Winning Bidders") filed by the Debtors on July 31, 2025. Upon the conclusion of the auction, the Debtors filed the Notice of Winning Bidders announcing the winning bidders for their assets, as more fully detailed therein. The transactions contemplated thereunder are outlined below.

(i) Mainfreight Sale.

Pursuant to that certain bill of sale made in favor of Mainfreight Distribution Pty Ltd. ("Mainfreight") by the Debtors ("Mainfreight Bill of Sale"), attached as Exhibit A to the Notice of Winning Bidders, the Debtors agreed to sell certain of its assets, described on Exhibit A to the Mainfreight Bill of Sale, constituting collateral of Mainfreight to Mainfreight via credit bid in the amount of $3,000,000.00 (the "Mainfreight Sale"). On August 8, 2025, the Bankruptcy Court entered an order approving the Mainfreight Sale [Docket No. 592].

(ii) FlexGen Sale.

Pursuant to that certain asset purchase agreement by and between FlexGen Power Systems, LLC ("FlexGen") and the Debtors ("FlexGen APA"), attached as Exhibit B to the Notice of Winning Bidders, the Debtors agreed to sell the Purchased Assets, as defined in the FlexGen APA, to FlexGen for a purchase price of $36,000,000, comprised in FlexGen's discretion of a credit bid and cash, assumption by FlexGen of certain liabilities described in the FlexGen APA, and the Retention Fund, as defined in the FlexGen APA (the "FlexGen Sale"). On August 18, 2025, the Bankruptcy Court entered an order approving the FlexGen Sale [Docket No. 751], and the FlexGen Sale closed thereafter on August 19, 2025. In connection therewith, on August 20, 2025, the Debtors changed the name Powin, LLC to BESS RemainCo LLC.

(iii) EKS Sale.

Pursuant to that certain Sale and Release Agreement by and between Hitachi Energy Ltd., Hitachi Energy Power Conversion Solutions (together with Hitachi Energy Ltd., "Hitachi"), Powin, LLC, and Powin EKS Sellco LLC (together with Powin, LLC, the "Powin Parties") ("EKS Sale Agreement"), attached as Exhibit C to the *Notice of Revised Order Approving Sale of Shares in EKS Holdco LLC and Filing of Release and Sale Agreement* [Docket No. 649], the Powin Parties agreed to enter into a comprehensive transaction with Hitachi, whereby Hitachi would acquire the Remaining Units, as defined in the EKS Sale Agreement, from Powin EKS Sellco LLC and receive certain releases from the Powin Parties, as described in the EKS Sale Agreement, in exchange for providing the Powin Parties with a fixed sum of $15,000,000 (the "EKS Sale"). On August 8, 2025, the Bankruptcy Court entered an order approving the EKS Sale [Docket No. 691].

Following the consummation of the EKS Sale, the Debtors determined that the most efficient way to wind down Powin EKS Sellco was to commence a chapter 11 case for that entity, administer it jointly with the chapter 11 cases of the other Debtors, and include Powin EKS Sellco within the scope of this Combined Plan and Disclosure Statement. Accordingly, Powin EKS Sellco LLC filed a petition for voluntary relief under chapter 11 of the Bankruptcy Code, with such case being jointly administered with the chapter 11 cases of the remaining Debtors. The wind-down of Powin EKS Sellco LLC shall be governed by this Combined Plan and Disclosure Statement.

5.13 WARN Action.

On June 12, 2025, plaintiff Brian Palomino, individually and on behalf of a purported putative class of alleged similarly situated former employees of certain Debtors (the "Plaintiffs"), commenced the WARN Action styled as *Class Action Adversary Proceeding Complaint for Violation of WARN Act 29 U.S.C. § 2101, et seq.*, Adv. Case No. 25-01249, [Adv. Docket No. 1]

against Debtors Powin, LLC, Powin Energy Operating Holdings, LLC, and Powin Energy Operating, LLC. The Debtors submit that they have strong defenses to the WARN Action and do not bear any liability in connection therewith. Counsel to the Plaintiffs asserts that payment in full of any WARN Act Claim, as an Allowed Priority Non-Tax Claim is due on the effective date, unless the holder(s) of the WARN Act Claim agree to accept less favorable treatment. However, the Debtors have actively engaged, and continue to actively engage, with the Plaintiffs on the WARN Action in an effort to reach a resolution. Accordingly, a global settlement structure in resolution of the WARN Action is proposed herein.

SECTION 6
CONFIRMATION AND VOTING PROCEDURES

6.1 Confirmation Hearing.

On ~~[●],~~October 14, 2025, the Bankruptcy Court entered the Conditional Approval and Procedures Order. The Confirmation Hearing has been scheduled for ~~[●],~~**November 25, 2025, at ~~[●]~~11:30 a.m. (prevailing Eastern Time)** to consider (a) final approval of the Combined Plan and Disclosure Statement as providing adequate information pursuant to section 1125 of the Bankruptcy Code and (b) confirmation of the Combined Plan and Disclosure Statement pursuant to section 1129 of the Bankruptcy Code. The Confirmation Hearing may be adjourned from time to time by the Debtors and Committee without further notice, except for an announcement of the adjourned date made at the Confirmation Hearing or by filing a notice with the Bankruptcy Court.

6.2 Procedures for Objections.

Any objection to final approval of the Combined Plan and Disclosure Statement as providing adequate information pursuant to section 1125 of the Bankruptcy Code and/or confirmation of the Combined Plan and Disclosure Statement must be made in writing and filed with the Bankruptcy Court by no later than ~~[●],~~**November 18, 2025, at 4:00 p.m. (prevailing Eastern Time)** and be served in accordance with the local rules of the Bankruptcy Court on the following parties: (i) the Debtors c/o Uzzi & Lall, One Liberty Plaza, 165 Broadway 23rd Floor, New York, NY Attn: Gerard Uzzi (guzzi@uzzilall.com); (ii) counsel for the Debtors, (1) Dentons US LLP, 601 S. Figueroa St., Suite 2500, Los Angeles, CA 90018, Attn: Tania M. Moyron (tania.moyron@dentons.com) and Van C. Durrer, II (van.durrer@dentons.com); (2) Togut, Segal & Segal LLP, 550 Broad Street, Suite 1508, Newark, NJ 07102 Attn: Frank A. Oswald (frankowswald@teamtogut.com); (iii) counsel for the Official Committee of Unsecured Creditors, (1) Brown Rudnick LLP, Seven Times Square, New York, NY 10036, Attn: Robert J. Stark (rstark@brownrudnick.com), Kenneth J. Aulet (kaulet@brownrudnick.com), and Bennett S. Silverberg (bsilverberg@brownrudnick.com), and (2) Genova Burns LLC, 110 Allen Rd., Suite 304, Basking Ridge, NJ 07920, Attn: Daniel M. Stolz (DStolz@genovaburns.com); and (iv) the Office of the United States Trustee, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, NJ 07102, Attn: Jeffrey M. Sponder (jeffrey.m.sponder@usdoj.gov). **Unless an objection is timely filed and served, it may not be considered by the Bankruptcy Court.**

6.3 Requirements for Confirmation.

The Bankruptcy Court will confirm the Combined Plan and Disclosure Statement only if it meets all the applicable requirements of section 1129 of the Bankruptcy Code. Among the requirements for confirmation in the Chapter 11 Cases is that the Combined Plan and Disclosure Statement be: (i) accepted by all Impaired Classes of Claims and Interests or, if rejected by an Impaired Class, that the Combined Plan and Disclosure Statement "does not discriminate unfairly" against, and is "fair and equitable" with respect to, such Class; and (ii) feasible. The Bankruptcy Court must also find that:

a. the Combined Plan and Disclosure Statement has classified Claims and Interests in a permissible manner;

b. the Combined Plan and Disclosure Statement complies with the requirements of Chapter 11 of the Bankruptcy Code; and

c. the Combined Plan and Disclosure Statement has been proposed in good faith.

The Debtors and the Committee believe that the Combined Plan and Disclosure Statement complies, or will comply, with all such requirements.

6.4 Classification of Claims and Interests.

Section 1123 of the Bankruptcy Code provides that a plan must classify the claims and interests of a debtor's creditors and equity interest holders. In accordance with section 1123 of the Bankruptcy Code, the Combined Plan and Disclosure Statement divides Claims and Interests into Classes and sets forth the treatment for each Class (other than those claims which pursuant to section 1123(a)(1) of the Bankruptcy Code need not be and have not been classified).

Section 1122 of the Bankruptcy Code requires the Combined Plan and Disclosure Statement to place a Claim or Interest in a particular Class only if such Claim or Interest is substantially similar to the other Claims or Interests in such class. The Combined Plan and Disclosure Statement creates separate Classes to deal respectively with Priority Non-Tax Claims, various Secured Claims, General Unsecured Claims, and Interests. The Debtors and the Committee believe that the Combined Plan and Disclosure Statement's classifications place substantially similar Claims or Interests in the same Class and, thus, meet the requirements of section 1122 of the Bankruptcy Code.

The Bankruptcy Code also requires that a plan provide the same treatment for each claim or interest of a particular class unless the claim holder or interest holder agrees to a less favorable treatment of its claim or interest. The Debtors and the Committee believe that the Combined Plan and Disclosure Statement complies with such standard. If the Bankruptcy Court finds otherwise, however, it could deny confirmation of the Combined Plan and Disclosure Statement if the holders of Claims or Interests affected do not consent to the treatment afforded them under the Combined Plan and Disclosure Statement.

A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim also is placed in a particular Class for the purpose of receiving distributions pursuant to the Combined Plan and Disclosure Statement only to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been paid, released, or otherwise settled prior to the Effective Date.

The Debtors and the Committee believe that the Combined Plan and Disclosure Statement has classified all Claims and Interests in compliance with the provisions of section 1122 of the Bankruptcy Code and applicable case law. It is possible that a holder of a Claim or Interest may challenge the classification of Claims or Interests herein and that the Bankruptcy Court may find that a different classification is required for the Combined Plan and Disclosure Statement to be confirmed. If such a situation develops, the Debtors and Committee intend, in accordance with the terms of the Combined Plan and Disclosure Statement, to make such permissible modifications to the Combined Plan and Disclosure Statement as may be necessary to permit its confirmation. Any such reclassification could adversely affect holders of Claims by changing the composition of one or more Classes and the vote required of such Class or Classes for approval of the Combined Plan and Disclosure Statement.

EXCEPT AS SET FORTH IN THE COMBINED PLAN AND DISCLOSURE STATEMENT, UNLESS SUCH MODIFICATION OF CLASSIFICATION MATERIALLY ADVERSELY AFFECTS THE TREATMENT OF A HOLDER OF A CLAIM AND REQUIRES RE-SOLICITATION, ACCEPTANCE OF THE COMBINED PLAN AND DISCLOSURE STATEMENT BY ANY HOLDER OF A CLAIM PURSUANT TO THIS SOLICITATION WILL BE DEEMED TO BE A CONSENT TO THE COMBINED PLAN AND DISCLOSURE STATEMENT'S TREATMENT OF SUCH HOLDER OF A CLAIM REGARDLESS OF THE CLASS AS TO WHICH SUCH HOLDER ULTIMATELY IS DEEMED TO BE A MEMBER.

The amount of any Impaired Claim that ultimately is Allowed by the Bankruptcy Court may vary from any estimated Allowed amount of such Claim and, accordingly, the total Claims that are ultimately Allowed by the Bankruptcy Court with respect to each Impaired Class of Claims may also vary from any estimates contained herein with respect to the aggregate Claims in any Impaired Class. Thus, the actual recovery ultimately received by a particular holder of an Allowed Claim may be adversely or favorably affected by the aggregate amount of Claims Allowed in the applicable Class. Additionally, any changes to any of the assumptions underlying the estimated Allowed amounts could result in material adjustments to recovery estimates provided herein or the actual Distribution received by creditors. The projected recoveries are based on information available to the Debtors as of the date hereof and reflect the Debtors' and Committee's views as of the date hereof only.

The classification of Claims and Interests and the nature of distributions to members of each Class are summarized herein. The Debtors and Committee believe that the consideration, if any, provided under the Combined Plan and Disclosure Statement to holders of Allowed Claims reflects an appropriate resolution of their Allowed Claims taking into account the differing nature and priority of such Claims and Interests. The Bankruptcy Court must find, however, that a

number of statutory tests are met before it may confirm the Combined Plan and Disclosure Statement. Many of these tests are designed to protect the interests of holders of Claims or Interests who are not entitled to vote on the Combined Plan and Disclosure Statement, or do not vote to accept the Combined Plan and Disclosure Statement, but who will be bound by the provisions of the Combined Plan and Disclosure Statement if it is confirmed by the Bankruptcy Court.

6.5 Impaired Claims or Interests.

Pursuant to section 1126 of the Bankruptcy Code, only the holders of Claims in Classes Impaired by the Combined Plan and Disclosure Statement and receiving a payment or Distribution under the Combined Plan and Disclosure Statement may vote to accept or reject the Combined Plan and Disclosure Statement. Pursuant to section 1124 of the Bankruptcy Code, a Class of Claims may be Impaired if the Combined Plan and Disclosure Statement alters the legal, equitable, or contractual rights of the holders of such Claims or Interests treated in such Class. The holders of Claims not Impaired by the Combined Plan and Disclosure Statement are deemed to accept the Combined Plan and Disclosure Statement and do not have the right to vote on the Combined Plan and Disclosure Statement. The holders of Claims or Interests in any Class which will not receive any payment or Distribution or retain any property pursuant to the Combined Plan and Disclosure Statement are deemed to reject the Combined Plan and Disclosure Statement and do not have the right to vote. Finally, the holders of Claims or Interests whose Claims or Interests are not classified under the Combined Plan and Disclosure Statement are not entitled to vote on the Combined Plan and Disclosure Statement.

Under the Combined Plan and Disclosure Statement, holders of Claims in the Voting Classes – Classes 3, 4, and 5 – are Impaired and are entitled to vote to accept or reject the Combined Plan and Disclosure Statement. Holders of Claims in Classes 1 and 2 are Unimpaired and, therefore, not entitled to vote on the Combined Plan and Disclosure Statement and are deemed to accept the Combined Plan and Disclosure Statement. Holders of Claims and Interests in Classes 6 and 7 are Impaired and will not receive any payment or Distribution or retain any property pursuant to the Combined Plan and Disclosure Statement and, therefore, are deemed to reject the Combined Plan and Disclosure Statement and do not have the right to vote.

ACCORDINGLY, A BALLOT FOR ACCEPTANCE OR REJECTION OF THE COMBINED PLAN AND DISCLOSURE STATEMENT IS BEING PROVIDED ONLY TO HOLDERS OF CLAIMS IN THE VOTING CLASSES.

6.6 Confirmation Without Necessary Acceptances; Cramdown.

In the event that any impaired class of claims or interests does not accept a plan, a debtor nevertheless may move for confirmation of the plan. A plan may be confirmed, even if it is not accepted by all impaired classes, if the plan has been accepted by at least one impaired class of claims, determined without including any acceptance of the plan by any insider holding a claim in that class, and the plan meets the "cramdown" requirements set forth in section 1129(b) of the Bankruptcy Code. Section 1129(b) of the Bankruptcy Code requires that a court find that a plan (a) "does not discriminate unfairly" and (b) is "fair and equitable," with respect to each non-accepting impaired class of claims or interests. Here, because holders of Claims and Interests in Classes 6 and 7 are deemed to reject the Combined Plan and Disclosure Statement, the Debtors

and Committee will seek confirmation of the Combined Plan and Disclosure Statement from the Bankruptcy Court by satisfying the "cramdown" requirements set forth in section 1129(b) of the Bankruptcy Code. The Debtors and Committee believe that such requirements are satisfied, as no holder of a Claim or Interest junior to those in the Impaired Classes is entitled to receive any property under the Combined Plan and Disclosure Statement.

The concept of "unfair discrimination" is not defined in the Bankruptcy Code, but case law suggests it exists when a difference in a plan's treatment of two classes of equal priority results in a materially lower percentage recovery for the non-accepting class. The Debtors and Committee do not believe that the Plan unfairly discriminates against any Class of Claims.

The Bankruptcy Code provides a nonexclusive definition of the phrase "fair and equitable." To determine whether a plan is "fair and equitable," the Bankruptcy Code establishes "cramdown" tests for secured creditors, unsecured creditors, and equity holders, as follows:

a. Secured Creditors. Either (i) each impaired secured creditor retains its liens securing its secured claim and receives on account of its secured claim deferred Cash payments having a present value equal to the amount of its allowed secured claim, (ii) each impaired secured creditor realizes the "indubitable equivalent" of its allowed secured claim or (iii) the property securing the claim is sold free and clear of liens with such liens to attach to the proceeds of the sale and the treatment of such liens on proceeds to be as provided in clause (i) or (ii) above.

b. Unsecured Creditors. Either (i) each impaired unsecured creditor receives or retains under the plan property of a value equal to the amount of its allowed claim or (ii) the holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan.

c. Interests. Either (i) each holder of an equity interest will receive or retain under the plan property of a value equal to the greatest of the fixed liquidation preference to which such holder is entitled, the fixed redemption price to which such holder is entitled or the value of the interest or (ii) the holder of an interest that is junior to the nonaccepting class will not receive or retain any property under the plan.

As discussed above, the Debtors and Committee believe that the distributions provided under the Combined Plan and Disclosure Statement satisfy the absolute priority rule, where required.

6.7 Feasibility.

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of a plan not be likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors (unless such liquidation or reorganization is proposed in the Combined Plan and Disclosure Statement). Based on the Debtors' and the Committee's analysis, the Liquidating Trustee will have sufficient assets to accomplish its tasks under the Combined Plan and Disclosure Statement. Therefore, the Debtors and Committee believe that the

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liquidation pursuant to the Combined Plan and Disclosure Statement will meet the feasibility requirements of the Bankruptcy Code.

6.8 Best Interests Test and Liquidation Analysis.

Even if a plan is accepted by the holders of each class of claims and interests, the Bankruptcy Code requires the Bankruptcy Court to determine that such plan is in the best interests of all holders of claims or interests that are impaired by that plan and that have not accepted the plan. The "best interests" test, as set forth in section 1129(a)(7) of the Bankruptcy Code, requires a court to find either that all members of an impaired class of claims or interests have accepted the plan or that the plan will provide a member who has not accepted the plan with a recovery of property of a value, as of the effective date of the plan, that is not less than the amount that such holder would recover if the debtor were liquidated under chapter 7 of the Bankruptcy Code.

To calculate the probable distribution to holders of each impaired class of claims and interests if the debtor was liquidated under chapter 7, a court must first determine the aggregate dollar amount that would be generated from a debtor's assets if its chapter 11 cases were converted to cases under chapter 7 of the Bankruptcy Code. To determine if a plan is in the best interests of each impaired class, the present value of the distributions from the proceeds of a liquidation of the debtor's unencumbered assets and properties, after subtracting the amounts attributable to the costs, expenses, and administrative claims associated with a chapter 7 liquidation, must be compared with the value offered to such impaired classes under the plan. If the hypothetical liquidation distribution to holders of claims or interests in any impaired class is greater than the distributions to be received by such parties under the plan, then such plan is not in the best interests of the holders of claims or interests in such impaired class.

The Debtors, with the assistance of their advisors, have prepared a liquidation analysis that summarizes the Debtors' best estimate of recoveries by holders of Claims if the Chapter 11 Cases were converted to cases under chapter 7 (the "Liquidation Analysis"), which shall be filed with the Plan Supplement.

Based upon the Debtors' current projections, holders of Allowed Administrative Claims, Priority Claims and Other Secured Claims will be paid in full under the Plan, while holders of Allowed General Unsecured Claims will receive a projected distribution to be determined based on various assumptions. *See* Liquidation Analysis.

Based upon the Liquidation Analysis, the Debtors and Committee believe that creditors will receive at least as much or more under the Plan than they would receive if the Chapter 11 Cases were converted to chapter 7 cases.

6.9 Eligibility to Vote on the Combined Plan and Disclosure Statement.

Unless otherwise ordered by the Bankruptcy Court, only holders of Allowed Claims in the Voting Classes may vote on the Combined Plan and Disclosure Statement. Further, subject to the tabulation procedures that were approved by the Conditional Approval and Procedures Order, in order to vote on the Combined Plan and Disclosure Statement, you must hold an Allowed Claim in the Voting Classes, or be the holder of a Claim that has been temporarily Allowed for voting purposes only pursuant to the approved tabulation procedures or under Bankruptcy Rule 3018(a).

6.10 Solicitation Package / Release Opt-Out Election Form.

All holders of Allowed Claims in the Voting Classes will receive a solicitation package (the "Solicitation Package"). The Solicitation Packages will contain: (i) the Combined Plan and Disclosure Statement; (ii) the Conditional Approval and Procedures Order; (iii) notice of the Confirmation Hearing; (iv) a form of Ballot, including voting instructions and a pre-addressed return envelope; (v) a Release Opt-Out Election Form; and (vi) such other materials as the Bankruptcy Court may direct or approve or that the Debtors and Committee deem appropriate.

All other Creditors and parties in interest not entitled to vote on the Combined Plan and Disclosure Statement will receive only a copy of the notice of Confirmation Hearing and a Release Opt-Out Election Form.

Copies of the Combined Plan and Disclosure Statement shall be available on the Claims and Balloting Agent's website at https://www.veritaglobal.net/powin. Any creditor or party-in-interest can request a hard copy of the Combined Plan and Disclosure Statement be sent to them by regular mail by calling the Claims and Balloting Agent at (866) 381-9100 (U.S.) during regular business hours.

IN ADDITION TO OTHER PARTIES WHO WILL BE CONSIDERED RELEASING PARTIES, ANY HOLDER OF A CLAIM OR INTEREST THAT DOES NOT AFFIRMATIVELY OPT-OUT OF THE THIRD PARTY RELEASE PROVISION CONTAINED HEREIN BY TIMELY AND PROPERLY COMPLETING AND RETURNING A RELEASE OPT-OUT ELECTION FORM WILL BE CONSIDERED A RELEASING PARTY IN RELATION TO THE THIRD PARTY RELEASE UNDER THE COMBINED PLAN AND DISCLOSURE STATEMENT.

6.11 Voting Procedures, Voting Deadline, and Deadline to Submit the Release Opt-Out Election.

The Voting Record Date for determining which holders of Claims in the Voting Classes may vote on the Combined Plan and Disclosure Statement is ~~[●],~~October 10, 2025.

In order for your Ballot to count, you must (1) complete, date, and properly execute the Ballot and (2) properly deliver the Ballot to the Claims and Balloting Agent by either (a) mailing the Ballot to the Claims and Balloting Agent at the following address: Powin Ballot Processing c/o Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; and/or (b) uploading the Ballot on the Claims and Balloting Agent's online balloting platform at https://www.veritaglobal.net/powin. Instructions for casting a Ballot will be available on the Claims and Balloting Agent's website.

Ballots must be submitted electronically, or the Claims and Balloting Agent must actually receive physical, original Ballots by mail or overnight delivery, on or before the Voting Deadline, which is ~~[●]~~**November 18, 2025 at 4:00 p.m. (prevailing Eastern Time)**. Subject to the tabulation procedures approved by the Conditional Approval and Procedures Order, you may not change your vote once a Ballot is submitted electronically or the Claims and Balloting Agent receives your original paper Ballot. Subject to the tabulation procedures approved by the Conditional Approval and Procedures Order, any Ballot that is timely and properly submitted

electronically or received physically will be counted and will be deemed to be cast as an acceptance, rejection or abstention, as the case may be, of the Combined Plan and Disclosure Statement.

In order to be effective, Release Opt-Out Election Form for holders of Claims or Interests entitled to opt out of being a Releasing Party in connection with the Third Party Release contained herein must be received by the Claims and Balloting Agent by the Voting Deadline. Each Release Opt-Out Election Form must be properly delivered to the Claims and Balloting Agent by either (a) mailing the Release Opt-Out Election Form to the Claims and Balloting Agent at the following address: Powin Ballot Processing c/o Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or (b) uploading the Release Opt-Out Election Form on the Claims and Balloting Agent's online opt-out portal at https://www.veritaglobal.net/powin.

IF YOU ARE ENTITLED TO VOTE ON THE COMBINED PLAN AND DISCLOSURE STATEMENT, YOU ARE URGED TO COMPLETE, DATE, SIGN, AND PROMPTLY MAIL OR UPLOAD THE BALLOT YOU RECEIVE. PLEASE BE SURE TO COMPLETE ALL BALLOT ITEMS PROPERLY AND LEGIBLY. IF YOU ARE A HOLDER OF A CLAIM ENTITLED TO VOTE ON THE COMBINED PLAN AND DISCLOSURE STATEMENT AND YOU DID NOT RECEIVE A BALLOT, YOU RECEIVED A DAMAGED BALLOT, OR YOU LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THE COMBINED PLAN AND DISCLOSURE STATEMENT OR PROCEDURES FOR VOTING ON THE COMBINED PLAN AND DISCLOSURE STATEMENT, PLEASE CONTACT THE CLAIMS AND BALLOTING AGENT BY (I) TELEPHONE AT (866) 381-9100 (U.S.) OR (II) EMAIL AT powininfo@veritaglobal.com. THE CLAIMS AND BALLOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

6.12 Acceptance of the Combined Plan and Disclosure Statement.

If you are a holder of a Claim in the Voting Classes, your acceptance of the Combined Plan and Disclosure Statement is important. In order for the Combined Plan and Disclosure Statement to be accepted by an Impaired Class of Claims, a majority in number (*i.e.*, more than half) and two-thirds in dollar amount of the Claims voting (of each Impaired Class of Claims) must vote to accept the Combined Plan and Disclosure Statement. Although Class 5 is subdivided into Classes 5A and 5B, the entirety of Class 5 shall vote as one class for purposes of determining the foregoing voting thresholds. At least one Impaired Class of Creditors, excluding the votes of insiders, must actually vote to accept the Combined Plan and Disclosure Statement. The Debtors and Committee urge that you vote to accept the Combined Plan and Disclosure Statement.

SECTION 7
UNCLASSIFIED CLAIMS

7.1 Unclassified Claims.

In accordance with section 1123(a)(1) of the Bankruptcy Code, the following claims have not been classified for purposes of voting or receiving Distributions. Rather, all such Claims are

treated separately as unclassified Claims as set forth in this Section, and the holders thereof are not entitled to vote on the Combined Plan and Disclosure Statement.

7.2 Administrative Claims.

(a) Except to the extent that a holder of an Allowed Administrative Claim agrees to a less favorable treatment, each holder of an Allowed Administrative Claim, other than a Professional Fee Claim, shall receive from Available Cash, without interest, Cash equal to the Allowed amount of such Claim: (a) on or as soon as practicable after the later of (i) the Effective Date, or (ii) the date upon which the Bankruptcy Court enters a Final Order determining or approving such Claim; (b) in accordance with the terms and conditions of agreements between the holder of such Claim and the Debtors or the Liquidating Trustee, as the case may be; (c) with respect to any Administrative Claims representing obligations incurred in the ordinary course of the Debtors' business, upon such regular and customary payment or performance terms as may exist in the ordinary course of the Debtors' business or as otherwise provided in the Plan; or (d) with respect to statutory fees due pursuant to 28 U.S.C. § 1930(a)(6), as and when due under applicable law.

(b) Holders of Administrative Claims (including, without limitation, Professionals requesting compensation or reimbursement of such expenses pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code) that do not file such requests by the applicable deadline provided for herein may be subject to objection for untimeliness and may be prohibited by order of the Bankruptcy Court from asserting such claims against the Debtors, the Estates, the Liquidating Trust, or their successors or assigns, or their property. Any objection to Professional Fee Claims shall be filed on or before the objection deadline specified in the application for final compensation or order of the Bankruptcy Court.

(c) All fees due and payable under 28 U.S.C. § 1930 that have not been paid shall be paid on or before the Effective Date.

7.3 Professional Fees.

(a) Professionals requesting compensation or reimbursement of expenses pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code or required to file fee applications by order of the Bankruptcy Court for services rendered prior to the Effective Date must file and serve pursuant to the notice provisions of the Interim Fee Order, an application for final allowance of compensation and reimbursement of expenses no later than forty five (45) days after the Effective Date. All such applications for final allowance of compensation and reimbursement of expenses will be subject to the authorization and approval of the Bankruptcy Court. For avoidance of doubt, the Liquidating Trustee is not authorized under the Plan to object to applications for final allowance of compensation and reimbursement of expenses.

(b) On the Effective Date, or as soon as practicable thereafter, the Liquidating Trustee shall establish an appropriate Liquidating Trust Professional Fee Reserve based upon estimates of anticipated fees provided by Professionals for services rendered and expenses incurred prior to the Effective Date estimated to be in excess of the Debtor Professional Fee Reserve, including estimated fees for services rendered, and actual and necessary costs incurred, in

connection with the filing, service and prosecution of any applications for allowance of Professional Fees pending on the Effective Date or filed and/or served after the Effective Date. The Liquidating Trustee shall supplement the Liquidating Trust Professional Fee Reserve if the amount originally established is insufficient to pay Allowed Professional Fee Claims.

(c) Upon approval of the fee applications by the Bankruptcy Court, the applicable fee applications shall first be paid from the Debtor Professional Fee Reserve and Stretto shall be authorized to release from the Debtor Professional Fee Reserve to the applicable Professional, an amount equal to the Allowed Professional Fee Claims of such Professional. To the extent the Debtor Professional Fee Reserve is insufficient to satisfy the Allowed Professional Fee Claim in full, the Liquidating Trustee shall pay such Professionals from the Liquidating Trustee Professional Fee Reserve the remainder of their respective Allowed Professional Fee Claims.

(d) If there are amounts in excess of all Allowed Professional Fee Claims remaining in the Debtor Professional Fee Reserve and/or the Liquidating Trust Professional Fee Reserve, such amounts shall be transferred to the Liquidating Trust and shall, only upon transfer thereto, constitute Liquidating Trust Assets.

7.4 Priority Tax Claims.

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in exchange for full and final satisfaction of each Allowed Priority Tax Claim, each holder of an Allowed Priority Tax Claim shall be paid the full unpaid amount of such Allowed Priority Tax Claim as follows: (a) Cash equal to the unpaid portion of the Allowed Priority Tax Claim on the later of the Effective Date or thirty (30) days following the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim; or (b) such other treatment as to which the holder of an Allowed Priority Tax Claim and the Debtors shall have agreed upon in writing.

With respect to sales taxes, the Debtors collected sales taxes applicable to inventory delivered to customers in the ordinary course of business. In most cases, the Debtors were required to remit sales taxes to the underlying taxing authorities on a periodic (quarterly or semiannually) following the occurrence of two triggering events: (a) delivery of product to a customer; and (b) collection of the underlying sales tax from that customer. Accordingly, the actual sales tax due may differ from what the Debtors reported where, either (a) delivery of product to a customer did not occur as estimated, or (b) where the customer did not remit the sales tax consistent with the Debtors' reporting or estimates. The Debtors continue to reconcile their sales tax reporting against what is actually due, but, on balance, the Debtors believe that the Plan sufficiently provides for the sales taxes due on a priority basis. It is possible that the applicable sales tax authorities may dispute the Debtors' reconciliation or assert an alternative amount is due.

SECTION 8
CLASSIFICATION OF CLAIMS AND INTERESTS

8.1 Summary of Classification.

The provisions of this Section 8 govern Claims against and Interests in the Debtors. Any Class that is vacant will be treated in accordance with Section 8.3.

The following table designates the Classes of Claims against, and Interests in, the Debtors and specifies which of those Classes are (i) Impaired or Unimpaired by the Plan, (ii) entitled to vote to accept or reject the Combined Plan and Disclosure Statement in accordance with section 1126 of the Bankruptcy Code, and (iii) deemed to accept or reject the Combined Plan and Disclosure Statement. A Claim or portion thereof is classified in a particular Class only to the extent that such Claim or portion thereof qualifies within the description of such Class and is classified in a different Class to the extent that the portion of such Claim qualifies within the description of such different Class.

Class	Designation	Treatment	Entitled to Vote
1	Priority Non-Tax Claims	Unimpaired	No
2	Other Secured Claims	Unimpaired	No
3	WARN Act Claims	Impaired	Yes
4	Settled Priority Claims	Impaired	Yes
5	General Unsecured Claims	Impaired	Yes (Class 5A and Class 5B voting as one class)
6	Intercompany Claims	Impaired	No (presumed to reject)
7	Interests	Impaired	No (presumed to reject)

8.2 Special Provision Governing Unimpaired Claims.

Except as otherwise provided in the Combined Plan and Disclosure Statement, nothing under the Combined Plan and Disclosure Statement shall affect the rights of the Debtors or the Liquidating Trustee, as applicable, in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

8.3 Vacant and Abstaining Classes.

Any Class of Claims or Interests that is not occupied as of the commencement of the Confirmation Hearing by an Allowed Claim or Interest or a Claim or Interest temporarily Allowed under Bankruptcy Rule 3018 shall be deemed eliminated from the Combined Plan and Disclosure

Statement for purposes of voting to accept or reject the Combined Plan and Disclosure Statement and for purposes of determining acceptance or rejection of the Combined Plan and Disclosure Statement by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

SECTION 9
TREATMENT OF CLAIMS AND INTERESTS

9.1 Class 1—Priority Non-Tax Claims.

(a) Classification. Class 1 consists of all Priority Non-Tax Claims.

(b) Treatment. Except to the extent a Holder of an Allowed Priority Non-Tax Claim agrees to less favorable treatment, on the later of (i) the Effective Date or (ii) the date such Priority Non-Tax Claim becomes Allowed, or as soon as reasonably practicable thereafter, each Holder of an Allowed Priority Non-Tax Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Claim, payment in full in Cash in an amount equal to the Allowed amount of such Claim.

(c) Impairment and Voting. Class 1 is Unimpaired under the Plan. Each Holder of an Allowed Priority Non-Tax Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Allowed Priority Non-Tax Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders shall not be solicited with respect to Priority Non-Tax Claims.

9.2 Class 2—Other Secured Claims.

(a) Classification. Class 2 consists of Other Secured Claims.

(b) Treatment. Except to the extent a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, on the later of (i) the Effective Date or (ii) the date such Other Secured Claim becomes Allowed, or as soon as reasonably practicable thereafter, each Holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Claim, at the discretion of the Distribution Agent (x) payment in full in Cash in an amount equal to the Allowed amount of such Claim; (y) such other treatment sufficient to render such Other Secured Claim Unimpaired; or (z) return of the applicable collateral or authorization of a setoff in satisfaction of the Allowed amount of such Other Secured Claim.

(c) Impairment and Voting. Class 2 is Unimpaired under the Plan. Each Holder of an Allowed Other Secured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Allowed Other Secured Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders shall not be solicited with respect to Other Secured Claims.

9.3 Class 3—WARN Act Claims.

(a) Classification. Class 3 consists of WARN Act Claims.

(b) Treatment. This Combined Plan and Disclosure Statement proposes a settlement with respect to WARN Act Claims. Specifically, if the representatives of the Holders of WARN Act Claims agree on a binding basis to such settlement as memorialized in the Plan Supplement, such Holders will receive the following treatment: (i) the allowance of the WARN Act Claims in the amount set forth in the Plan Supplement (the "Allowed WARN Act Claims"); (ii) the certification of a class pursuant to Fed. R. Bankr. P. 7023 with respect to the Allowed WARN Act Claims; (iii) the payment of an initial cash payment on the Effective Date on account of the Allowed WARN Act Claims to the designated class representative of such Allowed WARN Act Claims identified in the Plan Supplement to be distributed by such class representative to members of the class; and (iv) the payment of additional cash payments to the class representative to be distributed to members of the class as described in the Plan Supplement following the Effective Date on the occurrence of certain milestone events disclosed in the Plan Supplement until the Allowed WARN Act Claims are satisfied in full. In the event a settlement with Holders of WARN Act Claims is not reached, each WARN Act Claim shall be treated as either a Class 1 Priority Non-Tax Claim or a Class 5 General Unsecured Claim, as determined by an order of the Bankruptcy Court.

(c) Impairment and Voting. Class 3 is Impaired, and the Holders of Class 3 Claims are entitled to vote on the Plan.

9.4 Class 4—Settled Priority Claims.

(a) Classification. Class 4 consists of Settled Priority Claims.

(b) Treatment. This Combined Plan and Disclosure Statement proposes a settlement for Settled Priority Claims. Specifically, if Holders of a Settled Priority Claim agree on a binding basis to such settlement as memorialized in the Plan Supplement, such Holders will receive the following treatment: (a) the allowance of the Settled Priority Claim in the amount set forth in the Plan Supplement (the "Allowed Settled Priority Claim"); (b) the payment of the documented professional fees incurred by the Holder of the Allowed Settled Priority Claim, as agreed by the Debtors and disclosed in the Plan Supplement, on the Effective Date; and (c) the treatment of the Allowed Settled Priority Claim as a Class 5 General Unsecured Claim except for the foregoing payment of such documented professional fees on the Effective Date.

(c) Impairment and Voting. Class 4 is Impaired, and the Holders of the Class 4 Claims are entitled to vote on the Plan.

9.5 Class 5—General Unsecured Claims.

(a) Classification.

(i) Class 5A: Class 5A is comprised of all General Unsecured Claims.

(ii) Class 5B: Class 5B is comprised of Holders of Class 5A Claims that also contribute Direct Claims to the Direct Claims Trust. The treatment afforded Holders of Class 5B Claims is in addition to the treatment afforded them as Holders of Class 5A Claims.

(b) Treatment.

(i) Class 5A: Each Holder of an Allowed General Unsecured Claim shall receive in exchange for its Allowed General Unsecured Claim, its Pro Rata share of the Liquidating Trust Interests.

(ii) Class 5B: Each Contributing Direct Claim Holder shall receive, in exchange for its Direct Claims, and in addition to its Pro Rata share of the Liquidating Trust Interests, its share of the Direct Claims Trust Interests on account of such Direct Claims.

(c) Impairment and Voting. Class 5 is Impaired, and the Holders of Class 5A and Class 5B Claims are entitled to vote on the Plan as one combined Class 5 for voting purposes.

9.6 Class 6—Intercompany ClaimsClassification: Class 6 consists of all Intercompany Claims.

(b) Treatment: There shall be no Distribution on account of Intercompany Claims, except as necessary or appropriate for tax efficiency, provided, however, that no Distribution will be in Cash. Upon the Effective Date, all Intercompany Claims will be deemed cancelled, released, and discharged, subject to the foregoing.

(c) Impairment and Voting: Class 6 is Impaired and holders of Class 6 Claims are deemed to have rejected the Plan, and are not entitled to vote.

9.7 Class 7—InterestsClassification. Class 7 consists of all Interests.

(b) Treatment. There shall be no Distribution on account of Class 7 Interests. Upon the Effective Date, all Interests will be deemed cancelled and will cease to exist.

(c) Impairment and Voting. Holders of Interests are deemed to have rejected the Plan, and are not entitled to vote.

SECTION 10
DISTRIBUTIONS TO HOLDERS OF ALLOWED CLAIMS

10.1 Distribution Dates.

The Debtors or the Liquidating Trustee, as applicable, shall make Distributions to holders of Claims, and with respect to General Unsecured Claims, may, in their discretion, make a full or partial Pro Rata Distribution to the holders of General Unsecured Claims on the Initial Distribution Date or a Subsequent Distribution Date.

10.2 Subsequent Distributions.

Any Distribution not made on the Initial Distribution Date or a Subsequent Distribution Date because the Claim relating to such Distribution had not been Allowed on that Distribution Date shall be held by the Distribution Agent on any Subsequent Distribution Date after such Claim is Allowed. No interest shall accrue or be paid on the unpaid amount of any Distribution.

10.3 Distribution Record Date.

Except as otherwise provided in a Final Order of the Bankruptcy Court, the transferees of Claims that are transferred pursuant to Bankruptcy Rule 3001 on or prior to the Distribution Record Date will be treated as the holders of those Claims for all purposes, notwithstanding that any period provided by Bankruptcy Rule 3001 for objecting to the transfer may not have expired by the Distribution Record Date. The Distribution Agent shall have no obligation to recognize any transfer of any Claim occurring after the Distribution Record Date. In making any Distribution with respect to any Claim, the Distribution Agent shall be entitled instead to recognize and deal with, for all purposes hereunder, only the Entity that is listed on the proof of claim filed with respect thereto or on the Schedules as the holder thereof as of the close of business on the Distribution Record Date and upon such other evidence or record of transfer or assignment that is known to the Distribution Agent as of the Distribution Record Date.

10.4 Manner of Cash Payments Under the Plan or Liquidating Trust Agreement.

Cash payments made pursuant to the Plan shall be in United States dollars by checks drawn on a domestic bank selected by the Distribution Agent, or by wire transfer from a domestic bank, at the option of the Distribution Agent.

10.5 Time Bar to Cash Payments by Check.

Checks issued by the Distribution Agent on account of Allowed Claims shall be null and void if not negotiated within 90 days after the date of issuance thereof. Requests for the reissuance of any check that becomes null and void pursuant to this Section shall be made directly to the Distribution Agent by the holder of the Allowed Claim to which the check was originally issued. Any Claim in respect of such voided check shall be made in writing on or before the later of six months from the Effective Date or 90 days after the date of issuance thereof. After that date, all Claims in respect of voided checks shall be discharged and forever barred and the proceeds of those checks shall revest in and become the property of the Liquidating Trust, as unclaimed property in accordance with section 347(b) of the Bankruptcy Code.

10.6 Liquidating Trust Assets Accounts.

Unless otherwise provided in the Confirmation Order, the Liquidating Trust Assets Account shall be invested by the Liquidating Trustee in a manner consistent with the objectives of section 345(a) of the Bankruptcy Code and in its reasonable and prudent exercise of discretion; provided, however, that in no event shall the Liquidating Trust Assets Account be invested in a manner that is inconsistent with the provisions of Revenue Procedure 94-45. The Liquidating Trustee shall have no obligation or liability to the Liquidating Trust Beneficiaries in connection with such investments in the event of any unforeseeable insolvency of any financial institution where such funds are held.

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SECTION 11
PROCEDURES FOR RESOLVING DISPUTED CLAIMS

11.1 No Distributions Pending Allowance.

Notwithstanding any other provision of the Plan, the Debtors and the Liquidating Trustee, as applicable, shall not distribute any Cash or other property on account of any Disputed Claim unless and until such Claim becomes Allowed. Nothing contained herein, however, shall be construed to prohibit or require payment or Distribution on account of any undisputed portion of a Claim.

11.2 Resolution of Disputed Claims.

Unless otherwise ordered by the Bankruptcy Court after notice and a hearing, subject to the Liquidating Trust Agreement, the Liquidating Trustee shall have the right to make, file, prosecute, settle, withdraw, or resolve objections to Claims.

The costs of pursuing the objections to Claims shall be borne by the Liquidating Trust. From and after the Confirmation Date, all objections with respect to Disputed Claims shall be litigated to a Final Order except to the extent, the Liquidating Trustee elects to withdraw any such objection or the Liquidating Trustee and the Claimant elect to compromise, settle, or otherwise resolve any such objection, in which event they may settle, compromise, or otherwise resolve any Disputed Claim or Disputed Interest without approval of the Bankruptcy Court.

11.3 Objection Deadline.

All objections to Claims shall be filed and served upon the Claimant not later than the Claims Objection Deadline, as such may be extended by order of the Bankruptcy Court.

11.4 Estimation of Claims.

At any time, (a) prior to the Effective Date, the Debtors, and (b) after the Effective Date, the Liquidating Trustee may request that the Bankruptcy Court estimate any contingent or unliquidated Claim to the extent permitted by section 502(c) of the Bankruptcy Code regardless of whether the Debtors or the Liquidating Trust have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall have jurisdiction to estimate any Claim at any time during Litigation concerning any objection to such Claim, including during the pendency of any appeal relating to any such objection. If the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on the Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the Claim, the Debtors or the Liquidating Trustee, as applicable, may elect to pursue supplemental proceedings to object to the ultimate allowance of the Claim. All of the aforementioned Claims objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdraw, or resolved by any mechanism of the Bankruptcy Court.

11.5 Disallowance of Claims.

Except as otherwise agreed or ordered by the Bankruptcy Court, any and all proofs of claim filed after the Bar Date shall not be treated as an Allowed Claim for purposes of Distribution without any further notice or action, and holders of such Claims may not receive any Distributions on account of such Claims, unless on or before the Confirmation Date the Bankruptcy Court has entered an order deeming such Claim to be timely filed.

Any Claims held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or Entities that are transferees of transfers avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, provided that such Cause of Action is retained by the Liquidating Trust shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and holders of such Claims may not receive any Distributions on account of such Claims until such time as such Causes of Action the Debtors hold or may hold against any Entity have been resolved or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Estates by that Entity have been turned over or paid to the Debtors or the Liquidating Trust.

11.6 Adjustment to Claims Register Without Objection.

Any Claim that has been paid or satisfied, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register at the direction of the Debtors or the Liquidating Trustee, as applicable, without an objection filed and without further notice to or action, order, or approval of the Bankruptcy Court.

11.7 Reserve Provisions for Disputed Claims.

On or by each Distribution Date, the Debtors or the Liquidating Trustee, as applicable, shall reserve Cash required for distribution on Disputed Claims as if such Claims were Allowed as filed with any Disputed Claims that are unliquidated or contingent being reserved in an amount reasonably determined by the Debtors or the Liquidating Trustee (the "Disputed Claim Reserve").

The property in the Disputed Claim Reserve shall be held in trust for the benefit of the holders of Disputed Claims that are ultimately determined to be Allowed. Each Disputed Claim Reserve shall be closed and extinguished when all Distributions and other dispositions of Cash of other property required to be made hereunder will have been made in accordance with the terms of the Plan.

11.8 Rounding.

Whenever any payment of a fraction of a cent would otherwise be called for, the actual distribution shall reflect a rounding of such fraction down to the nearest cent.

11.9 No Cash Payments of Less Than $100 on Account of Allowed Claims.

Notwithstanding anything herein to the contrary, except with respect to Administrative Claims, Priority Tax Claims, Priority Non-Tax Claims and Other Secured Claims, if a Distribution to be made to a holder of an Allowed Claim on the Initial Distribution Date or any Subsequent

Distribution Date would be $100 or less in the aggregate, no such Distribution will be made to that holder unless a request therefor is made in writing to the Distribution Agent. If such request is made, such Cash shall be held for such holder until the earlier of (i) the next time an interim distribution is made to the holders of Allowed Claims (unless the distribution would still be less than $100, in which case this Section shall again apply), or (ii) the date on which Final Distributions are made to the holders of Allowed Claims.

11.10 Delivery of Distributions and Unclaimed Property.

Subject to Bankruptcy Rule 9010 and except as otherwise provided herein, Distributions to the holders of Allowed Claims shall be made at (a) the address of each Claimant as set forth in the Schedules, unless superseded by the address set forth on proof(s) of claim filed by such Claimant, or (b) the last known address of such Claimant if no proof of claim is filed or the Debtors or the Liquidating Trustee have been notified in writing of a change of address. If any Distribution is returned as undeliverable, the Distribution Agent may, in its discretion, make reasonable efforts to determine the current address of the holder of the Claim with respect to which the Distribution was made, but no Distribution to any such holder shall be made unless and until the Distribution Agent has determined the then-current address of such holder, at which time the Distribution to such holder shall be made without interest. Amounts in respect of any undeliverable Distributions shall be returned to, and held in trust by, the Distribution Agent, until the Distributions are claimed or are deemed to be unclaimed property under section 347(b) of the Bankruptcy Code. The Distribution Agent shall have the discretion to determine how to make Distributions in the most efficient and cost-effective manner possible; *provided, however*, that its discretion may not be exercised in a manner inconsistent with any express requirements of the Plan or, if applicable, the Liquidating Trust Agreement. On or about the time that the Final Distribution is made, the Distribution Agent may make a charitable donation with undistributed funds if, in its reasonable judgment, the cost of calculating and making the Final Distribution of the remaining funds is excessive in relation to the benefits to the holders of Claims that would otherwise be entitled to such Distributions, and such charitable donation is provided to an entity not otherwise related to the Debtors or the Liquidating Trustee. Except with respect to property not distributed because it is being held in a Disputed Reserve, Distributions that are not claimed by the later of the expiration of six (6) months from the Effective Date or (90) days after the date of a Distribution shall be deemed to be unclaimed property under section 347(b) of the Bankruptcy Code and shall vest or revest in the Liquidating Trust, and the Claims with respect to which those Distributions are made shall be automatically cancelled. After the expiration of that period, the claim of any Entity to those Distributions shall be cancelled. Nothing contained in the Plan shall require the Debtors or the Liquidating Trust to attempt to locate any holder of an Allowed Claim. All funds or other property that vest or revest in the Liquidating Trust pursuant to this Section shall be distributed to the other holders of Allowed Claims in accordance with the provisions of the Plan or the Liquidating Trust Agreement, as applicable.

The Distribution Agent may require any Claimant to provide a duly executed IRS Form W-9 or such other documentation or information as the Distribution Agent reasonably deems necessary to effectuate a Distribution. If a Claimant fails to provide the requested information within ninety (90) days after written request, the Distribution Agent may, in its discretion, deem the Distribution to such Claimant undeliverable and administer such Distribution in accordance with the terms of the Plan.

11.11 Books and Records.

The Debtors shall transfer dominion and control over all of their books and records, in whatever form, manner or media, to the Liquidating Trustee on or as soon as reasonably practicable after the Effective Date.

SECTION 12
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

12.1 Rejection / Assumption.

Except with respect to (i) executory contracts or unexpired leases that were previously assumed or rejected by order of the Bankruptcy Court, (ii) executory contracts or unexpired leases that are the subject of a pending motion to assume or reject, pursuant to section 365 of the Bankruptcy Code, or (iii) executory contracts or unexpired leases that are scheduled by the Debtors to be assumed as of the Effective Date, as set forth in the Plan Supplement, on the Effective Date, each executory contract and unexpired lease entered into by the Debtors prior to the Petition Date that has not previously expired or terminated pursuant to its own terms shall be deemed rejected pursuant to section 365 of the Bankruptcy Code; *provided, however,* that nothing in this Section shall cause the rejection, breach, or termination of any contract of insurance benefiting the Debtors and the Estates, the Debtors' officers, managers and directors and/or the Liquidating Trust. The Confirmation Order shall constitute an order of the Bankruptcy Court approving such rejections pursuant to section 365 of the Bankruptcy Code, as of the Effective Date. Nothing in this Section shall be construed as an acknowledgement that a particular contract or agreement is executory or is properly characterized as a lease.

The non-Debtor parties to any rejected personal property leases shall be responsible for taking all steps necessary to retrieve the personal property that is the subject of such executory contracts and leases, and neither the Debtors nor the Liquidating Trust shall bear any liability for costs associated with such matters.

12.2 Rejection Claims.

All proofs of claim with respect to Claims arising from the rejection of executory contracts or unexpired leases pursuant to Confirmation of the Plan, if any, must be filed with the Claims Agent within thirty (30) days after the earlier of the Effective Date or an order of the Bankruptcy Court approving such rejection. Any Claim arising from the rejection of an executory contract or unexpired lease pursuant to Confirmation of the Plan that is not filed within such times will be subject to objection. All such Claims for which Proofs of Claim are timely and properly filed and ultimately Allowed will be treated as General Unsecured Claims.

12.3 Insurance Policies.

Notwithstanding anything to the contrary contained herein, Confirmation of the Plan shall not discharge, impair or otherwise modify any obligations of the Insurance Policies. To the extent one or more of the Insurance Policies provide potential coverage related to one or more Causes of Action the Debtors hold or may hold against any Entity, the Debtors shall, to the extent permissible

under each Insurance Policy, assign all of their rights thereunder with respect to such Causes of Action to the Liquidating Trust. All net proceeds (including, for the avoidance of doubt, net of any deductibles or retentions) of Insurance Policies received by the Liquidating Trust or Direct Claims Trust shall be treated as proceeds of such Causes of Action for all purposes under the Plan. Neither the Debtors nor the Committee shall take any action to or otherwise impair the Insurance Policies. Nothing herein shall diminish or impair the enforceability of the Insurance Policies and related agreements that may cover Claims and Causes of Action against the Debtors or any other Entity.

SECTION 13
MEANS FOR IMPLEMENTATION OF THE PLAN

13.1 General Settlement of Claims and Interests. Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, Distributions, releases, and other benefits provided under the Plan, upon the Effective Date, settlements contained in the Plan shall constitute a good-faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the relevant Plan provisions. The Plan shall be deemed a motion to approve the good-faith compromise and settlement of all such Claims, Interests, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromises and settlements under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlements and compromises are fair, equitable, reasonable, and in the best interests of the Debtors and the Estates. All Plan Distributions made to holders of Allowed Claims and Allowed Interests (as applicable) in any Class are intended to be and shall be final. For the avoidance of doubt, the Plan itself shall not be deemed to be a settlement.

13.2 Dissolution of Debtors. As soon as practicable, the Debtors shall be dissolved, without any further action required on the part of the Debtors or the Debtors' members, managers, officers, directors, interest holders, and/or any other parties; provided, however, the Liquidating Trustee in his or her discretion shall be authorized to take any and all actions necessary or desirable in relation to dissolution of the Debtors. On the Effective Date, the employment, retention, appointment and authority of all managers, officers, directors, employees and professionals of the Debtors shall be deemed to terminate: except for certain employees that may be necessary as determined by the Liquidating Trustee and as otherwise set forth herein. Pending the Debtors' dissolution, the Liquidating Trustee shall act as the Debtors' authorized representative (the "Authorized Representative"). The Authorized Representative shall (i) liquidate any remaining assets, the liquidation of which requires action by the Debtors or its employees and (ii) determine the date for the Debtors' dissolution.

13.3 Trusts.

(a) Appointment of the Liquidating Trustee. The Committee shall select the initial Liquidating Trustee, with the consent of the Debtors which may not be unreasonably withheld,. The Liquidating Trustee shall also serve as the Direct Claims Trustee, in accordance with the Direct Claims Trust Agreement. From and after the Effective Date, professionals may be retained by the Liquidating Trustee as set forth in the Liquidating Trust Agreement, without further need for documentation or Bankruptcy Court approval. All fees and expenses incurred by the

professionals retained by the Liquidating Trustee following the Effective Date shall be paid by the Liquidating Trust from the Liquidating Trust Assets in accordance with the Liquidating Trust Agreement; provided, however, that any such fees and expenses attributable to the WARN Act Claim Reserve Account, as determined by the Liquidating Trustee in its reasonable discretion, shall be paid only out of assets held in the WARN Act Claim Reserve Account.

(b) On the Effective Date, the Liquidating Trust and the Direct Claims Trust shall be established for the following purposes and in accordance with the following terms, subject to the Liquidating Trust Agreement and the Direct Claims Trust Agreement, respectively:

(i) Liquidating Trust.

a. On the Effective Date, the Liquidating Trust shall be established in accordance with the Liquidating Trust Agreement for the purpose of liquidating and distributing the assets of the Estates, in accordance with 26 C.F.R. § 301.7701-4(d), this Plan, the Liquidating Trust Agreement, the Confirmation Order, and the Bankruptcy Code's priority scheme, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Liquidating Trust. The primary functions of the Liquidating Trust are as follows: (i) to liquidate, sell, or dispose of the Liquidating Trust Assets; (ii) to cause all net proceeds of the Liquidating Trust Assets, including proceeds of Causes of Action on behalf of the Liquidating Trust, to be deposited into the Liquidating Trust; (iii) to initiate actions to resolve any remaining issues regarding the allowance and payment of Claims including, as necessary, initiation and/or participation in proceedings before the Court; (iv) to take such actions as are necessary or useful to maximize the recoveries to the Liquidating Trust Beneficiaries; (v) to effectuate the wind-down of the Debtors as set forth in the Plan; and (vi) in its capacity as Distribution Agent, to make the payments and distributions to Holders of Allowed Claims, including Holders of Allowed Administrative, Priority, and General Unsecured Claims. The Liquidating Trustee will pay post-Effective Date costs and expenses of the Liquidating Trust and Direct Claims Trust in accordance with the Trust Budget, which may be amended with the consent of the Oversight Committee. All Avoidance Actions that do not constitute "IP and Customer Claims" (as defined in the FlexGen APA) will vest in the Liquidating Trust to the extent identified on a retained action schedule (to be provided in the Plan Supplement); provided, however, that specified avoidance actions against Holders of General Unsecured Claims may be excluded from the retained action schedule in the discretion of the Committee.

(ii) Direct Claims Trust.

b. On the Effective Date, the Direct Claims Trust shall be established in accordance with the Direct Claims Trust Agreement for the purpose of receiving and monetizing the Direct Claims Trust Assets. Pursuant to the

Direct Claims Trust Agreement, all Holders of General Unsecured Claims with affirmative, direct claims against non-Debtor parties who are not Released Parties hereunder (the "Direct Claims") related to or in connection with these Chapter 11 cases, including those which may be asserted against the Debtors' Prepetition Lenders and their affiliates, or the former directors, officers, shareholders or insiders of the Debtors, or the prepetition advisors or professionals retained by the Debtors in each case to the extent they are not otherwise Released Parties hereunder, that have not made an election on their Ballot as of the Voting Deadline to opt out of contributing such Direct Claims to the Direct Claims Trust (each contributor, a "Contributing Direct Claim Holder") shall be deemed, without further action required, to have contributed to the Direct Claims Trust all of their Direct Claims and any privileges related to such Direct Claims (collectively, the "Direct Claims Trust Assets"); provided that a Contributing Direct Claim Holder may at any time thereafter either (a) withdraw its Direct Claim(s) from the Direct Claims Trust or (b) choose not to participate in the litigation of such claim(s), in each case as and to the extent permitted by applicable law and in accordance with the terms of the Direct Claims Trust Agreement. For the avoidance of doubt, no Direct Claim against a Released Party hereunder shall be contributed to or brought by the Direct Claims Trust against a Released Party; provided, that, nothing herein shall prohibit a third party that opts out of the Third Party Release from bringing a direct claim on its own behalf (and at its own cost and expense) against any party.

c. The Direct Claims Trustee shall have the exclusive right to investigate, prosecute, settle and resolve any of the Direct Claims which constitute Direct Claims Trust Assets until such time, if any, that such Direct Claims are withdrawn from the Direct Claims Trust. Contributing Direct Claim Holders shall use reasonable efforts to cooperate with the Direct Claims Trustee in the prosecution of their respective Direct Claims, including complying with discovery requests in accordance with applicable law.

d. Contributing Direct Claim Holders who incur expenses in connection with their Direct Claims, including producing documents, sitting for depositions, or testifying at trial, shall be reimbursed for such expenses by the Direct Claims Trust, subject to such restrictions as the Direct Claims Trust Agreement may provide. The Direct Claims Trust expenses will be advanced by the Liquidating Trust and will be repaid upon realization of a recovery of Direct Claims Trust Assets before distribution of any proceeds to the beneficiaries of the Direct Claims Trust or any cooperation payment to the Liquidating Trust as set forth herein.

e. Each Contributing Direct Claim Holder shall receive, in exchange for contributing its Direct Claims, its Direct Claims Trust Interests on account of such Direct Claims as set forth in the Direct Claims Trust Agreement. In the event that (i) the Liquidating Trust and the Direct Claims Trust prosecute related claims against a single defendant, (ii) a recovery is

received related to such claims, and (iii) the Liquidating Trustee determines in his or her commercially reasonable judgment that there is no clear allocation of such recovery between claims brought by the Liquidating Trust and claims brought by the Direct Claims Trust, the Liquidating Trustee shall allocate such recovery to the Liquidating Trust and the Direct Claims Trust in accordance with the Direct Claims Trust Agreement.

(c) Liquidating Trust Assets. On the Effective Date, the Liquidating Trust Assets shall vest automatically in the Liquidating Trust. The Plan shall be considered a motion pursuant to sections 105, 363 and 365 of the Bankruptcy Code for such relief. The transfer of the Liquidating Trust Assets shall be made for the benefit and on behalf of the Liquidating Trust Beneficiaries. The assets comprising the Liquidating Trust Assets will be treated for tax purposes as being transferred by the Debtors to the Liquidating Trust Beneficiaries pursuant to the Plan in exchange for their Allowed Claims and then by the Beneficiaries to the Liquidating Trust in exchange for the beneficial interests in the Liquidating Trust. The Liquidating Trust Beneficiaries shall be treated as the grantors and owners of the Liquidating Trust. Upon the transfer of the Liquidating Trust Assets, the Liquidating Trust shall succeed to all of the Debtors' rights, title and interest in the Liquidating Trust Assets, and the Debtors will have no further interest in or with respect to the Liquidating Trust Assets.

(d) Direct Claims Trust Assets. On the Effective Date, the Direct Claims Trust Assets shall vest automatically in the Direct Claims Trust. The Plan shall be considered a motion pursuant to sections 105, 363 and 365 of the Bankruptcy Code for such relief. The Beneficiaries of the Direct Claims Trust shall be treated as the grantors and owners of the Direct Claims Trust.

(e) Valuation. Except to the extent definitive guidance from the IRS or a court of competent jurisdiction (including the issuance of applicable Treasury Regulations or the receipt by the Liquidating Trustee of a private letter ruling if the Liquidating Trustee so requests one) indicates that such valuation is not necessary to maintain the treatment of the Liquidating Trust as a liquidating trust for purposes of the Internal Revenue Code and applicable Treasury Regulations, as soon as possible after the Effective Date, the Liquidating Trustee shall make a good-faith valuation of the Liquidating Trust Assets and such valuation shall be used consistently by all parties (including, without limitation, the Debtors, the Liquidating Trust, and the Liquidating Trust Beneficiaries) for all federal income tax purposes.

(f) Rights and Powers of the Liquidating Trustee. The Liquidating Trustee shall be deemed the Estates' representative in accordance with section 1123 of the Bankruptcy Code and shall have all the rights and powers set forth in the Liquidating Trust Agreement and the Direct Claims Trust Agreement, including, without limitation, the powers of a trustee under sections 704 and 1106 of the Bankruptcy Code and Bankruptcy Rule 2004 to act on behalf of the Liquidating Trust and the Direct Claims Trust. Without limiting the foregoing, the Liquidating Trustee will have the right to, among other things, (1) effect all actions and execute all agreements, instruments and other documents necessary to implement the provisions of the Plan, the Liquidating Trust Agreement, and the Direct Claims Trust Agreement; (2) liquidate the Liquidating Trust Assets and the Direct Claims Trust Assets; (3) investigate, prosecute, settle, abandon or compromise any Causes of Action the Debtors hold or may hold against any Entity; (4) make all Distributions in accordance with the Plan, the Liquidating Trust Agreement, and the

Direct Claims Trust Agreement; (5) administer the Liquidating Trust and the Direct Claims Trust and pursue viable Causes of Action in accordance with the Plan and the Liquidating Trust Agreement and the Direct Claims Trust Agreement; (6) establish and administer any necessary reserves for Disputed Claims that may be required; (7) object to the Disputed Claims and prosecute, settle, compromise, withdraw or resolve in any manner approved by the Bankruptcy Court such objections; (8) assert or waive any attorney-client privilege on behalf of the Debtors and Estates with regard to acts or events during time periods prior to the Petition Date; and (9) employ and compensate professionals and other agents, including, without limitation, existing Professionals employed by the Debtors or the Committee in accordance with the Liquidating Trust Agreement or the Plan, *provided, however*, that any such compensation shall be made only out of the Liquidating Trust Assets, to the extent not inconsistent with the status of the Liquidating Trust as a liquidating trust within the meaning of Treas. Reg. § 301.7701-4(d) for federal income tax purposes.

(g) Oversight Committee. The Liquidating Trust and the Direct Claims Trust shall each have a separate oversight committee comprised of three members selected by the Committee in its sole discretion (each, an "Oversight Committee," and together, the "Oversight Committees"). The Oversight Committees shall have approval rights over certain key decisions by the Liquidating Trustee or the Direct Claims Trustee, as applicable, all as set forth in the Plan Supplement. In the event of a conflict of interest between the Direct Claims Trust and the Liquidating Trust with respect to litigation strategy, settlement, or resource allocation, the Oversight Committees and the Liquidating Trustee will implement procedures to ensure that decisions are made consistent with the respective fiduciary duties owed to each trust, including, if necessary, recusal of conflicted members or consultation with independent counsel.

(h) Fees and Expenses of the Trusts. Expenses incurred by the Liquidating Trust, and the Direct Claims Trust, on or after the Effective Date shall be paid by the Liquidating Trustee, from the Liquidating Trust, in accordance with the Liquidating Trust Agreement, and Direct Claims Trust Agreement, as applicable, without further order of the Bankruptcy Court.

(i) Transfer of Beneficial Interests in the Trusts. Neither Liquidating Trust Interests nor Direct Claims Trust Interests shall be transferable except upon death of the interest holder or by operation of law. Neither Trust shall not have any obligation to recognize any transfer of Claims or Interests occurring after the Distribution Record Date.

(j) Effective Date Cash Transfers. On or as soon after the Effective Date as is reasonably practical, the Debtors shall use any available Cash to (i) fund payments to be made pursuant to or otherwise consistent with the Plan and the Confirmation Order, including distributions to holders of Allowed Administrative Claims, Priority Tax Claims, and Priority Non-Tax Claims and (ii) transfer to the Liquidating Trust the (A) Trust Funding Amount and (B) an amount necessary to establish appropriate reserves (including the Liquidating Trust Professional Fee Reserve) to pay Administrative Claims, Priority Tax Claim, and Priority Non-Tax Claims that become Allowed after the Effective Date (collectively, the "Effective Date Cash Transfers"). To the extent the Debtors' available Cash is insufficient to fund the Effective Date Cash Transfers, such transfers will be made pursuant to the terms hereof. Notwithstanding any other provision herein, the Effective Date Cash Transfers will be used in the first instance by the Liquidating Trustee to pay or reserve for all unpaid Administrative Claims, Priority Tax Claims, and Priority

Non-Tax Claims (including any Disputed Claims until such Claims are resolved), prior to use of the available Cash for purposes of the Liquidating Trust. Subject to the restrictions set forth herein, the Liquidating Trust Assets will be used by the Liquidating Trustee to pay for the expenses of the Liquidating Trust in accordance with the Liquidating Trust Agreement.

On or as soon as practicable following the Effective Date, the Liquidating Trust Assets Account shall be opened by the Liquidating Trustee and funded with the amount set forth in clause (ii) of the first sentence of the preceding paragraph (the "Initial Trust Cash"), which shall constitute Liquidating Trust Assets.

(k) Certain Tax Matters.

(i) The Liquidating Trustee shall file tax returns for the Liquidating Trust as a grantor trust pursuant to Treasury Regulations Section 1.671-4(a) and in accordance with the Plan. The Liquidating Trust's items of taxable income, gain, loss, deduction, and/or credit (other than such items is respect of any assets allocable to, or retained on account of, Disputed Claims) will be allocated to each holder in accordance with their relative ownership of Liquidating Trust Interests.

(ii) The Liquidating Trustee may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the Liquidating Trust for all taxable periods through the dissolution thereof. Nothing in this Article shall be deemed to determine, expand, or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

(iii) The Liquidating Trustee (1) may timely elect to treat any Liquidating Trust Assets allocable to Disputed Claims as a "disputed ownership fund" governed by Treasury Regulations Section 1.468B-9, and (2) to the extent permitted by applicable law, shall report consistently for state and local income tax purposes. If a "disputed ownership fund" election is made, all parties (including the Liquidating Trustee and the holders of Liquidating Trust Interests) shall report for U.S. federal, state, and local income tax purposes consistently with the foregoing. The Liquidating Trustee shall file all income tax returns with respect to any income attributable to a "disputed ownership fund" and shall pay the U.S. federal, state, and local income taxes attributable to such disputed ownership fund based on the items of income, deduction, credit, or loss allocable thereto.

13.4 Litigation.

Except as otherwise provided herein (including with respect to the Exculpation and Release provisions hereof), all Litigation is retained, vested in the Liquidating Trust, or Direct Claims Trust, as applicable, and preserved pursuant to section 1123(b) of the Bankruptcy Code. From and after the Effective Date, all Litigation will be prosecuted or settled by the Liquidating Trustee.

To the extent any Litigation is already pending on the Effective Date, the Liquidating Trustee will continue the prosecution of such Litigation and shall be substituted as plaintiff, defendant, or in any other capacity for the Debtors or the Estates pursuant to the Plan and the Confirmation Order on the Effective Date, without need for any further motion practice or notice in any case, action, or matter.

Although the Debtors and the Committee are unable to predict with certainty the value or outcome of any particular Litigation, the Liquidating Trustee will evaluate and pursue only those Causes of Action that, in the exercise of its reasonable judgment, are expected to yield a net positive recovery to the Liquidating Trust, taking into account the anticipated costs of prosecution, including Liquidating Trustee fees and expenses.

By way of example only, the following Causes of Action are currently known to the Debtors as of the date hereof and are expected to be pursued by the Liquidating Trustee:

- **Recovery of Receivables**. The Debtors are analyzing outstanding receivables to determine collectability; however, no assurance can be given as to the amount or timing of any recovery.

- **Cash Collateral Accounts**. The Debtors maintain certain cash collateral accounts securing bonds, credit card programs, and other financing obligations. The Liquidating Trustee intends to seek turnover to the extent applicable of these accounts for the benefit of the Liquidating Trust.

- ***Powin LLC v. United States.*** Powin has asserted claims against the United States for refunds of tariffs it contends were improperly assessed and overpaid. The Liquidating Trustee intends to continue the prosecution of this action for the benefit of creditors.

- **Committee Investigations**. The Committee is investigating potential causes of action which might be asserted against third parties, and which might be held either by the Debtors or by individual claimants. Any estate claims and causes of action held by the Debtors, to the extent not released in the Plan, shall be automatically contributed to the Liquidating Trust for the benefit of all Holders of General Unsecured Claims in Class 5A. Any Direct Claims held by individual claimants shall be automatically contributed to the Direct Claims Trust to be pursued by the Direct Claims Trustee in their business judgment for the benefit of all Contributing Direct Claim Holders in Class 5B, unless such Holder has either (a) made an election on their Ballow as of the Voting Deadline to opt out of contributing such Direct Claims to the Direct Claims Trust, or (b) has withdrawn their Direct Claims contributed to the Direct Claims Trust in accordance with the Direct Claims Trust Agreement. The Committee's investigation is ongoing and at this time no further information can be provided regarding potential claims or causes of action, or the value thereof at this time.

13.5 Dissolution of the Committee.

On the Effective Date, the Committee will dissolve, and the members of the Committee and the Committee's Professionals will cease to have any role arising from or relating to the Chapter 11 Cases, except in connection with final fee applications of Professionals for services rendered prior to the Effective Date (including the right to object thereto). The Professionals retained by the Committee and the members thereof will not be entitled to assert any fee claims for any services rendered to the Committee or expenses incurred in the service of the Committee

after the Effective Date, except for reasonable fees for services rendered, and actual and necessary costs incurred, in connection with any applications for allowance of Professional Fees pending on the Effective Date or filed and served after the Effective Date. Nothing in the Plan shall prohibit or limit the ability of the Committee's or Debtors' Professionals to represent the Liquidating Trustee or to be compensated or reimbursed per the Plan, the Liquidating Trust Agreement, and/or the Direct Claims Trust Agreement in connection with such representation.

13.6 Employee Payments.

On the Effective Date, the Debtors or the Liquidating Trustee shall be authorized to pay certain compensation to eligible employees (the "Employee Payments") in order to incentivize such employees to continue their employment with the Debtors throughout the wind-down period and to assist in the orderly implementation and effectuation of the Plan, which compensation shall be subject to approval by the Committee. The Employee Payments shall be made only to those employees identified as eligible in, and shall be subject in all respects to, the terms and conditions set forth in the Plan Supplement.

13.7 WARN Act Settlement.

(a) Funding and Distribution of the WARN Act Claim Reserve. The WARN Act Claim Reserve shall be formed on the Effective Date and funded in the amount of [$●], consisting of (i) the Initial WARN Act Claim Reserve Amount, to be distributed on the Effective Date to the designated class representative of the Allowed WARN Act Claims identified in the Plan Supplement for the benefit of members of the class; and (ii) following the transfer of the Liquidating Trust Assets to the Liquidating Trust, [$●] in net recoveries from the liquidation of the Liquidating Trust Assets, to be distributed to the class representative for the benefit of members of the class as described in the Plan Supplement following the Effective Date on the occurrence of certain milestone events disclosed in the Plan Supplement until the Allowed WARN Act Claims are satisfied in full.

(b) Unused WARN Act Claim Reserve Funds. To the extent all or a portion of the funds in the WARN Act Claim Reserve are not used to pay WARN Act Claims (or taxes thereon), such unused funds shall be distributed in accordance with the terms of this Combined Plan and Disclosure Statement.

(c) Related Considerations. The WARN Act Claim Reserve does not limit in any manner the potential allowed amount of any WARN Act Claim, to which the Holders thereof and the Liquidating Trustee reserve all their respective rights. The WARN Act Claim Reserve funds shall be maintained and not disbursed until the WARN Action has been fully resolved pursuant to a further order of the Bankruptcy Court.

(d) Reservation of Rights. Notwithstanding the foregoing, the Liquidating Trustee reserves the right to object to, estimate, or otherwise resolve any WARN Act Claim, and the Holders of the WARN Act Claims reserve their rights to oppose any relief sought by the Liquidating Trustee.

(e) Certain Tax Matters.

(i) The WARN Act Claim Reserve Account is intended to be treated, and shall be reported, as a "qualified settlement fund" for U.S. federal income tax purposes and shall be treated consistently for state and local tax purposes to the extent applicable. The WARN Act Claims Administrator shall be the "administrator" of the WARN Act Claim Reserve Account within the meaning of Treasury Regulations section 1.468B-2(k)(3).

(ii) The WARN Act Claims Administrator shall be responsible for filing all tax returns of the WARN Act Claim Reserve Account and the payment, solely out of the assets of the WARN Act Claim Reserve Account, of any taxes due by or imposed on the WARN Act Claim Reserve Account. The WARN Act Claims Administrator shall ensure that any distributions made in respect of Claims that are in the nature of compensation for services are subject to appropriate payroll withholding and reporting, and that any applicable payroll taxes associated therewith (including employer-side and employee-side payroll taxes) are properly remitted. Any such taxes shall be payable solely out of the assets held in the WARN Act Claim Reserve Account.

SECTION 14
EFFECT OF CONFIRMATION

14.1 Binding Effect of the Plan.

The provisions of the confirmed Plan shall bind the Debtors, the Committee, the Liquidating Trust, the Direct Claims Trust, the Liquidating Trustee, any Entity acquiring property under the Plan, any Beneficiary, and any Creditor or Interest holder, whether or not such Creditor or Interest holder has filed a Proof of Claim or Interest in the Chapter 11 Cases, whether or not the Claim of such Creditor or the Interest of such Interest holder is impaired under the Plan, and whether or not such Creditor or Interest holder has accepted or rejected the Plan. All Claims and Debts shall be fixed and adjusted pursuant to the Plan. The Plan shall also bind any taxing authority, recorder of deeds, or similar official for any county, state, or Governmental Unit or parish in which any instrument related to under the Plan or related to any transaction contemplated under the Plan is to be recorded with respect to any taxes of the kind specified in section 1146(a) of the Bankruptcy Code.

14.2 Vesting of Property of Debtors on the Effective Date.

Upon the Effective Date, title to all property constituting Liquidating Trust Assets or Direct Claims Trust Assets (including, without limitation, all Causes of Action) of the Estates shall vest in the Liquidating Trust, or the Direct Claims Trust, as applicable, and shall be retained by the applicable Trust for the purposes contemplated under the Plan pursuant to the Liquidating Trust Agreement and/or the Direct Claims Trust Agreement, as applicable.

14.3 Property Free and Clear.

Except as otherwise provided in the Plan or the Confirmation Order, all property that shall vest in the Liquidating Trust, or the Direct Claims Trust, shall be free and clear of all Claims, Interests, Liens, charges, or other encumbrances of Creditors or Interest holders, other than as set forth herein, in the Liquidating Trust Agreement, in the Direct Claims Trust Agreement, and in relevant documents, agreements, and instruments contained in the Plan Supplement. Following the Effective Date, the Liquidating Trustee may transfer and dispose of any such property free of

any restrictions imposed by the Bankruptcy Code or the Bankruptcy Rules and without further approval of the Bankruptcy Court or notice to Creditors, except as may otherwise be required under the Plan or the Confirmation Order.

SECTION 15
EXCULPATIONS, INJUNCTIONS, AND RELEASES

This Combined Plan and Disclosure Statement contains certain releases, exculpations, and injunction language. Parties are urged to read these provisions carefully to understand how Confirmation and consummation of the Plan will affect any Claim, interest, right, or action with regard to the Debtor and certain third parties.

THE COMBINED PLAN AND DISCLOSURE STATEMENT SHALL BIND ALL HOLDERS OF CLAIMS AGAINST THE DEBTORS TO THE FULLEST EXTENT AUTHORIZED OR PROVIDED UNDER THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE AND ALL OTHER APPLICABLE LAW

15.1 Exculpation.

The Exculpated Parties will neither have nor incur any liability to any entity for any action in good faith taken or omitted to be taken between the Petition Date and Effective Date in connection with or related to the Chapter 11 Cases, the sale or other disposition of the Debtors' assets or the formulation, preparation, dissemination, implementation, Confirmation, or Consummation of the Plan, the Disclosure Statement, or any agreement created or entered into in connection with the Plan; *provided, however*, that this limitation will not affect or modify the obligations created under the Plan, or the rights of any holder of an Allowed Claim to enforce its rights under the Plan, and shall not release any action (or inaction) constituting willful misconduct, fraud, bad faith, or gross negligence (in each case subject to determination by final order of the Bankruptcy Court); *provided that* any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Plan, and such reasonable reliance shall form a defense to any such claim, Cause of Action, or liability. Without limiting the generality of the foregoing, each Exculpated Party shall be entitled to and granted the protections of section 1125(e) of the Bankruptcy Code.

15.2 Releases.

(a) **Debtor Releases**.

Notwithstanding anything in the Combined Plan and Disclosure Statement to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after and subject to the occurrence of the Effective Date, the Debtors and the Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any cause of action, by, through, for, or because of the foregoing entities (collectively, the "Debtor/Estate Releasors"), shall release (the "Debtor/Estate Release") each Released Party, and each Released Party is deemed released by the Debtor/Estate Releasors from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtor/Estate

Releasors, as applicable, whether known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, existing or hereinafter arising, in law, equity, or otherwise, that the Debtor/Estate Releasors would have been legally entitled to assert in its own right, or on behalf of the holder of any Claim or Interest or other entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Debtors' liquidation, the Chapter 11 Cases, the purchase, sale, transfer of any security, asset, right, or interest of the Debtors and the ownership thereof, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtors and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of, or solicitation of votes on, the Combined Plan and Disclosure Statement or related agreements, instruments, or other documents, or any other act or omission, transaction, agreement, event, or other occurrence taking place on and before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, actual fraud, bad faith, or gross negligence (in each case subject to determination of such by final order of a court of competent jurisdiction) but in all respects such Released Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan; provided, that the foregoing Debtor/Estate Release shall not operate to waive or release any obligations of any party under the Plan or any other document, instrument, or agreement executed to implement the Plan; and further provided that nothing herein shall act as a discharge of the Debtor.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, of the Debtor/Estate Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor/Estate Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) in the best interests of the Debtors and all holders of Claims and Interests; (c) fair, equitable, and reasonable; (d) given and made after due notice and opportunity for hearing; and (e) a bar to any of the Debtor/Estate Releasors asserting any Claim or Cause of Action released pursuant to the Debtor/Estate Release.

(b) **Third Party Release**.

Notwithstanding anything in the Plan to the contrary, on and after and subject to the occurrence of the Effective Date, each of the Releasing Parties shall release (the "Third Party Release") each Released Party, and each of the Debtors, the Estates, and the Released Parties shall be deemed released from, any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of any of the Debtors or the Estates, as applicable, whether known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole

or in part, the Debtors (including the management, ownership, or operation thereof), the Debtors' liquidation, the Chapter 11 Cases, the purchase, sale, transfer of any security, asset, right, or interest of the Debtors and the ownership thereof, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Combined Plan and Disclosure Statement, the business or contractual arrangements between the Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of, or solicitation of votes on, the Combined Plan and Disclosure Statement or related agreements, instruments, or other documents, any other act or omission, transaction, agreement, event, or other occurrence taking place on and before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, actual fraud, bad faith, or gross negligence (in each case subject to determination of such by final order of a court of competent jurisdiction) but in all respects such Released Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Combined Plan and Disclosure Statement. Notwithstanding anything to the contrary in the foregoing, the Third Party Release shall not release any obligations of any party under the Combined Plan and Disclosure Statement or any other document, instrument, or agreement executed to implement the Combined Plan and Disclosure Statement. For the avoidance of doubt, the Third Party Release shall not be effective upon any party that executes and returns a Release Opt-Out Election Form in accordance with the terms of this Combined Plan and Disclosure Statement.

15.3 Injunction.

In implementation of the Plan, except as otherwise expressly provided in the Confirmation Order or the Plan, and except in connection with the enforcement of the terms of the Plan or any documents provided for or contemplated in the Plan, all entities who have held, hold or may hold Claims against or Interests in the Debtors, the Liquidating Trust, the Direct Claims Trust, or the Estates that arose prior to the Effective Date are permanently enjoined from: (a) commencing or continuing in any manner, directly or indirectly, any action or other proceeding of any kind against the Debtors, the Estates, the Liquidating Trust, the Direct Claims Trust, or any of such Trusts' Assets with respect to any such Claim or Interest; (b) the enforcement, attachment, collection, or recovery by any manner or means, directly or indirectly, of any judgment, award, decree, or order against the Debtors, the Estates, the Liquidating Trust, the Direct Claims Trust, or any of Such Trusts' Assets with respect to any such Claim or Interest; (c) creating, perfecting, or enforcing, directly or indirectly, any Lien or encumbrance of any kind against the Debtors, the Estates, the Liquidating Trust, the Direct Claims Trust, or any of such Trusts' Assets with respect to any such Claim or Interest; and (d) any act, in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan with respect to such Claim or Interest. Nothing contained in this Section shall prohibit the holder of a timely filed Proof of Claim from litigating its right to seek to have such Claim declared an Allowed Claim and paid in accordance with the distribution provisions of the Plan, or enjoin or prohibit the interpretation or enforcement by the Claimant of any of the obligations of the Debtors or any Trust under the Plan. Notwithstanding any other provision of this Plan, the Debtors shall not receive a discharge pursuant to Bankruptcy Code section 1141(d)(3).

15.4 Post-Confirmation Liability of Liquidating Trustee.

The Liquidating Trustee, together with its consultants, agents, advisors, attorneys, accountants, financial advisors, other representatives and the professionals engaged by the foregoing (collectively, the "Indemnified Parties") shall not be liable for any and all liabilities, losses, damages, claims, Causes of Action, costs and expenses, including but not limited to attorneys' fees arising out of or due to their actions or omissions, or consequences of such actions or omissions, to the holders of Claims or Interests for any action or inaction in connection with the performance or discharge of their duties under the Plan, except the Indemnified Parties will be liable for actions or inactions that constitute willful misconduct, fraud, bad faith, or gross negligence (in each case subject to determination of such by final order of a court of competent jurisdiction). However, any act or omission taken with the approval of the Bankruptcy Court, and not inconsistent therewith, will be conclusively deemed not to constitute willful misconduct, fraud, bad faith, or gross negligence. In addition, the Liquidating Trust, the Direct Claims Trust, and the Estates shall, to the fullest extent permitted by the laws of the State of New Jersey, indemnify and hold harmless the Indemnified Parties from and against and with respect to any and all liabilities, losses, damages, claims, costs and expenses, including but not limited to attorneys' fees arising out of or due to their actions or omissions, or consequences of such actions or omissions, with respect to the Liquidating Trust, the Direct Claims Trust, and the Estates or the implementation or administration of the Plan if the Indemnified Party acted in good faith and in a manner reasonably believed to be in or not opposed to the best interest of the Liquidating Trust, the Direct Claims Trust, and the Estates. To the extent the Liquidating Trust or the Direct Claims Trust indemnifies and holds harmless the Indemnified Parties as provided above, the legal fees and related costs incurred by counsel to the Liquidating Trustee in monitoring and participating in the defense of such claims giving rise to the right of indemnification shall be paid as Liquidating Trust Expenses. All rights of the Persons indemnified pursuant hereto shall survive confirmation of the Plan. For the avoidance of doubt, the Liquidating Trustee shall not be deemed an Exculpated Party under this Plan, nor shall this provision be read to grant the Liquidating Trustee an exculpation under this Plan.

15.5 Preservation of Rights of Action.

(a) Vesting of Causes of Action.

Except as otherwise provided in the Plan or Confirmation Order, including any Cause of Action that is expressly waived, relinquished, exculpated, released, settled, or compromised under the Plan or Confirmation Order (including, without limitation, pursuant to the Debtor/Estate Release), (i) in accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that the Debtors hold or may hold against any Entity shall vest upon the Effective Date in the Liquidating Trust or Direct Claims Trust, as applicable; (ii) after the Effective Date, the Liquidating Trustee shall have the exclusive right to institute, prosecute, abandon, settle, or compromise any Causes of Action the Estates hold or may hold against any Entity constituting Liquidating Trust Assets or Direct Claims Trust Assets, in accordance with the terms of the Plan, the Liquidating Trust Agreement, or the Direct Claims Trust Agreement, as applicable, and without further order of the Bankruptcy Court, in any court or other tribunal, including, without limitation, in an adversary proceeding filed in the Chapter 11 Cases; and (iii) Causes of Action and recoveries therefrom shall remain the sole property of the Liquidating Trust or the Direct Claims

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Trust, as applicable, and holders of Claims shall have no direct right or interest in to any such Causes of Action or recoveries.

(b) Preservation of All Causes of Action Not Expressly Settled or Released.

Unless a Cause of Action against a holder of a Claim or other Entity is expressly waived, relinquished, released, compromised, or settled in the Plan (including, without limitation, pursuant to the Debtor/Estate Release) and/or or any Final Order (including the Confirmation Order), the Debtors and the Liquidating Trustee expressly reserve such retained Cause of Action for later adjudication by the Debtors or the Liquidating Trustee, as applicable (including, without limitation, Causes of Action not specifically identified or described in the Plan Supplement or elsewhere, or of which the Debtors may be presently unaware, or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time, or facts or circumstances that may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable, or otherwise) or laches shall apply to such Causes of Action upon or after the entry of the Confirmation Order or Effective Date based on the Disclosure Statement, Plan, or Confirmation Order, except where such Causes of Action have been released or otherwise resolved by a Final Order (including the Confirmation Order). In addition, the Debtors and Liquidating Trustee expressly reserve the right to pursue or adopt claims alleged in any lawsuit in which a Debtor is a defendant or interested party against any Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

Subject to the immediately preceding paragraph, any Entity to which the Debtors have incurred an obligation (whether on account of services, the purchase or sale of goods, or otherwise), or that has received services from the Debtors or a transfer of money or property of the Debtors, or that has received services from the Debtors or a transfer or money or property of the Debtors, or that has transacted business with the Debtors, or that has leased property from the Debtors, should assume and is hereby advised that any such obligation, transfer, or transaction may be reviewed by the Liquidating Trustee subsequent to the Effective Date and may be the subject of an action after the Effective Date, regardless of whether (i) such Entity has filed a proof of claim against the Debtors in the Chapter 11 Cases; (ii) the Debtors or Liquidating Trustee have objected to any such Entity's proof of claim; (iii) any such Entity's Claim was included in the Schedules; (iv) the Debtors or Liquidating Trustee have objected to any such Entity's scheduled Claim; (v) any such Entity's scheduled Claim has been identified by the Debtors or Liquidating Trustee as disputed, contingent, or unliquidated; or (vi) the Debtors have identified any potential claim or Cause of Action against such Entity herein.

15.6 No Discharge.

Nothing contained in the Combined Plan and Disclosure Statement shall be deemed to constitute a discharge of the Debtors under section 1141(d)(3) of the Bankruptcy Code.

SECTION 16
CERTAIN RISK FACTORS, TAX CONSEQUENCES, AND OTHER DISCLOSURES

16.1 Certain Risk Factors to be Considered.

THE COMBINED PLAN AND DISCLOSURE STATEMENT AND ITS IMPLEMENTATION ARE SUBJECT TO CERTAIN RISKS, INCLUDING, BUT NOT LIMITED TO, THE RISK FACTORS SET FORTH BELOW. HOLDERS OF CLAIMS WHO ARE ENTITLED TO VOTE ON THE COMBINED PLAN AND DISCLOSURE STATEMENT SHOULD READ AND CAREFULLY CONSIDER THE RISK FACTORS, AS WELL AS THE OTHER INFORMATION SET FORTH IN THE COMBINED PLAN AND DISCLOSURE STATEMENT AND THE DOCUMENTS DELIVERED TOGETHER HEREWITH OR REFERRED TO OR INCORPORATED BY REFERENCE HEREIN, BEFORE DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE COMBINED PLAN AND DISCLOSURE STATEMENT. THESE FACTORS SHOULD NOT, HOWEVER, BE REGARDED AS CONSTITUTING THE ONLY RISKS INVOLVED IN CONNECTION WITH THE COMBINED PLAN AND DISCLOSURE STATEMENT AND ITS IMPLEMENTATION.

(a) The Combined Plan and Disclosure Statement May Not Be Accepted.

The Debtors and Committee can make no assurances that the requisite acceptances of the Combined Plan and Disclosure Statement will be received, and the Debtors may need to obtain acceptances of an alternative plan for the Debtors, or otherwise, that may not have the support of the creditors and/or may be required to liquidate the Estates under chapter 7 of the Bankruptcy Code. There can be no assurance that the terms of any alternative arrangement or plan would be similar to or as favorable to creditors as those proposed in the Combined Plan and Disclosure Statement.

(b) The Combined Plan and Disclosure Statement May Not Be Confirmed.

Even if the Debtors receive the requisite acceptances, there is no assurance that the Bankruptcy Court, which may exercise substantial discretion as a court of equity, will confirm the Combined Plan and Disclosure Statement. Even if the Bankruptcy Court determined that the Combined Plan and Disclosure Statement and the balloting procedures and results were appropriate, the Bankruptcy Court could still decline to confirm the Combined Plan and Disclosure Statement if it finds that any of the statutory requirements for confirmation had not been met. As is described in greater detail herein, section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan. While, as more fully set forth herein, the Debtors believe that the Combined Plan and Disclosure Statement complies with or will comply with all such requirements, there can be no guarantee that the Bankruptcy Court will agree.

Section 1129(a) of the Bankruptcy Code requires that, except to the extent that the holder of an Administrative Claim agrees to a different treatment of such claim, holders of Administrative Claims receive on account of such claim cash equal to the allowed amount of such claim (i.e., "with respect to a claim of a kind specified in section 507(a)(2) or 507(a)(3) of this title, on the effective date of the plan, the holder of such will receive on account of such claim cash equal to the allowed amount of such claim."). In these chapter 11 cases, the requests for Administrative

Claims filed by the Administrative Expense Bar Date exceed the Debtors' estimate of Allowed Administrative Claims and are the subject of ongoing review and reconciliation by the Debtors. The Debtors will seek to reach an agreement on those Administrative Claims and/or object to those requests if appropriate; however, there is no guarantee that holders of Administrative Claims will agree to a different treatment and/or the Court will sustain each or all of the objection(s) filed by the Debtors, if any.

Moreover, there can be no assurance that modifications to the Combined Plan and Disclosure Statement will not be required for Confirmation or that such modifications would not necessitate the re-solicitation of votes. If the Combined Plan and Disclosure Statement is not confirmed, it is unclear what distributions holders of Claims ultimately would receive with respect to their Claims in a subsequent plan of liquidation. If an alternative could not be agreed to, it is possible that the Debtors would have to liquidate their remaining assets in chapter 7, in which case it is likely that the holders of Allowed Claims would receive substantially less favorable treatment than they would receive under the Combined Plan and Disclosure Statement.

(c) Distributions to Holders of Allowed Claims Under the Combined Plan and Disclosure Statement May be Inconsistent with Projections.

Projected Distributions are based upon good faith estimates of the total amount of Claims ultimately Allowed and the funds available for Distribution. There can be no assurance that the estimated Claim amounts set forth in the Combined Plan and Disclosure Statement are correct. These estimated amounts are based on certain assumptions with respect to a variety of factors. Both the actual amount of Allowed Claims in a particular Class and the funds available for distribution to such Class may differ from the Debtors' estimates. If the total amount of Allowed Claims in a Class is higher than the Debtors' estimates, or the funds available for distribution to such Class are lower than the Debtors' estimates, the percentage recovery to holders of Allowed Claims in such Class will be less than projected.

(d) Estimated Recoveries for General Unsecured Claims are Difficult to Predict and May be Inconsistent with Projections.

The estimated recoveries for General Unsecured Claims are derived from the Debtors' books and records and related financial data. While the Debtors have undertaken reasonable diligence to ensure the accuracy of these estimates, such figures are inherently based on numerous assumptions and remain subject to material revision. In addition, a material portion of such recoveries is expected to be derived from potential litigation claims, the value and outcome of which are inherently uncertain and difficult to predict. Subsequent developments, including adjustments to the Debtors' books and records or changes in circumstances, may significantly alter projected recoveries. These estimates are provided for illustrative purposes only and do not constitute, and should not be construed as, a prediction, representation, or guarantee of actual recoveries to any Class.

(e) Objections to Classification of Claims.

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other

claims or equity interests in such class. As is described in greater detail herein, the Debtors and Committee believe that the classification of Claims and Interests under the Combined Plan and Disclosure Statement complies with the requirements set forth in the Bankruptcy Code. Nevertheless, there can be no assurance the Bankruptcy Court will reach the same conclusion.

To the extent that the Bankruptcy Court finds that a different classification is required for the Combined Plan and Disclosure Statement to be confirmed, the Debtors and Committee would seek to (i) modify the Combined Plan and Disclosure Statement to provide for whatever classification might be required for Confirmation and (ii) use the acceptances received from any holder of Claims pursuant to this solicitation for the purpose of obtaining the approval of the Class or Classes of which such holder ultimately is deemed to be a member. Any such reclassification of Claims, although subject to the notice and hearing requirements of the Bankruptcy Code, could adversely affect the Class in which such holder was initially a member, or any other Class under the Combined Plan and Disclosure Statement, by changing the composition of such Class and the vote required for approval of the Combined Plan and Disclosure Statement. There can be no assurance that the Bankruptcy Court, after finding that a classification was inappropriate and requiring a reclassification, would approve the Combined Plan and Disclosure Statement based upon such reclassification. Except to the extent that modification of classification in the Combined Plan and Disclosure Statement requires re-solicitation, the Debtors and Committee will, in accordance with the Bankruptcy Code and the Bankruptcy Rules, seek a determination by the Bankruptcy Court that acceptance of the Combined Plan and Disclosure Statement by any holder of Claims pursuant to this solicitation will constitute a consent to the Combined Plan and Disclosure Statement's treatment of such holder, regardless of the Class as to which such holder is ultimately deemed to be a member. The Debtors and Committee believe that under the Bankruptcy Rules, they would be required to resolicit votes for or against the Combined Plan and Disclosure Statement only when a modification adversely affects the treatment of the Claim or Interest of any holder.

The Bankruptcy Code also requires that the Combined Plan and Disclosure Statement provide the same treatment for each Claim or Interest of a particular Class unless the holder of a particular Claim or Interest agrees to a less favorable treatment of its Claim or Interest. The Debtors and Committee believe that the Combined Plan and Disclosure Statement complies with the requirement of equal treatment. To the extent that the Bankruptcy Court finds that the Combined Plan and Disclosure Statement does not satisfy such requirement, the Bankruptcy Court could deny confirmation of the Combined Plan and Disclosure Statement. Issues or disputes relating to classification and/or treatment could result in a delay in the confirmation and consummation of the Combined Plan and Disclosure Statement and could increase the risk that the Combined Plan and Disclosure Statement will not be consummated.

(f) Failure to Consummate the Combined Plan and Disclosure Statement.

Although the Debtors and Committee believe that the Effective Date will occur and may occur quickly after the Confirmation Date, there can be no assurance as to such timing, or as to whether the Effective Date will, in fact, occur.

(g) The Releases May Not Be Approved.

There can be no assurance that the releases provided herein will be granted. Failure of the Bankruptcy Court to grant such relief may result in a plan that differs from the Combined Plan and Disclosure Statement or the Plan not being confirmed.

(h) Reductions to Estimated Creditor Recoveries.

The Allowed amount of Claims in any Class could be greater than projected, which, in turn, could cause the amount of distributions to creditors in such Class to be reduced substantially. The amount of cash realized from the monetization of the Debtors' remaining assets could be less than anticipated, which could cause the amount of distributions to creditors to be reduced substantially.

16.2 Tax Treatment.

(a) Tax Treatment of Liquidating Trust

It is intended that that the Liquidating Trust shall qualify as a "liquidating trust" for U.S. federal income tax purposes. Accordingly, (i) the terms of the Liquidating Trust shall be set forth in the Liquidating Trust Agreement; (ii) the Liquidating Trust shall be structured to qualify as a "liquidating trust" within the meaning of Treas. Reg. § 301.7701-4(d) and in compliance with Rev. Proc. 94-45, 1994-2 C.B. 684, and, thus, as a "grantor trust" within the meaning of sections 671 through 679 of the Tax Code to the Holders of Claims receiving beneficial interests in the Liquidating Trust (whether Allowed on or after the Effective Date), consistent with the terms of the Plan; (iii) the Holders of Allowed General Unsecured Claims shall be treated as the grantors and deemed owners of the Liquidating Trust; (iv) the primary purpose of the Liquidating Trust shall be the liquidation and distribution of the Liquidating Trust Assets in accordance with Treas. Reg. § 301.7701-4(d), including the resolution of Allowed Claims in accordance with this Plan, with no objective to continue or engage in the conduct of a trade or business except to the extent reasonably necessary to, and consistent with, the Liquidating Trust's liquidating purpose; (v) all parties shall report consistently with such treatment as a liquidating trust, including treating the transfer of the Liquidating Trust Assets to the Liquidating Trust as (A) the deemed transfer of the Liquidating Trust Assets (subject to applicable liabilities and obligations) by the Debtor to the Liquidating Trust Beneficiaries, followed by (B) the deemed transfer of such assets by the Liquidating Trust Beneficiaries to the Liquidating Trust in exchange for beneficial interests therein; (vi) all parties shall report consistently with the valuation of the Assets transferred to the Liquidating Trust as determined by the Liquidating Trustee; (vii) the Liquidating Trustee shall be responsible for filing returns for the Liquidating Trust as a grantor trust pursuant to Treas. Reg. § 1.671-4(a); (viii) the Liquidating Trustee shall annually provide to each Liquidating Trust Beneficiary a separate statement regarding the receipts and expenditures of the Liquidating Trust as relevant for U.S. federal income tax purposes; and (ix) all items of income, deductions, and credit loss of the Liquidating Trust shall be allocated for federal income tax purposes to the Liquidating Trust Beneficiaries in accordance with their relative ownership of Liquidating Trust interests.

In general, a beneficiary of the Liquidating Trust will recognize gain or loss with respect to its Allowed General Unsecured Claim in an amount equal to the difference between (i) the fair market value of its undivided interest in the Liquidating Trust Assets consistent with its economic

rights in the Liquidating Trust received in respect of its Claim and (ii) the adjusted tax basis of the Allowed General Unsecured Claim exchanged therefor. Any gain or loss recognized with respect to an Allowed General Unsecured Claim may be classified as ordinary income unless the Claim disposed of is a capital asset in the hands of the Holder and has been held for more than one year, in which case such gain or loss may be treated as long-term capital gain or loss.

A Holder's aggregate tax basis in its undivided interest in the Liquidating Trust Assets (other than those allocable to Disputed Claims) will generally equal the fair market value of such interest, and a Holder's holding period in such assets generally will begin the day following establishment of the Liquidating Trust.

The U.S. federal income tax obligations of a holder with respect to its Liquidating Trust interests are not dependent on the Liquidating Trust distributing any cash or other proceeds. Thus, a holder may incur a U.S. federal income tax liability with respect to its allocable share of the Liquidating Trust's income even if the Liquidating Trust does not make a concurrent distribution to the holder. In general, other than in respect of cash retained on account of Disputed Claims and distributions resulting from undeliverable distributions, a distribution of cash by the Liquidating Trust will not be separately taxable to a holder of Liquidating Trust interest as the beneficiary is already regarded for U.S. federal income tax purposes as owning the underlying assets (and was taxed at the time the cash was earned or received by the Liquidating Trust).

The Liquidating Trustee will comply with all applicable governmental withholding requirements. Thus in the case of any non-U.S. Holders, the Liquidating Trustee may be required to withhold up to 30% of the income or proceeds allocable to such persons, depending on the circumstances (including whether the type of income is subject to a lower treaty rate or is otherwise excluded from withholding). Non-U.S. Holders are urged to consult their tax advisors with respect to the U.S. federal income tax consequences of the Plan, including holding Liquidating Trust Interests.

Holders of Liquidating Trust interests are urged to consult their tax advisors regarding the appropriate U.S. federal income tax treatment of any subsequent distributions of cash originally retained by the Liquidating Trust on account of Disputed Claims.

(b) Tax Treatment of Direct Claims Trust

The Direct Claims Trust shall be established as a "grantor trust" for federal income tax purposes, pursuant to sections 671 through 679 of the Internal Revenue Code, with no objective to continue or engage in the conduct of a trade or business. The Direct Claims Trust shall be governed by the Plan and the Direct Claims Trust Agreement. The Direct Claims Trust Agreement shall contain provisions customary to trust agreements utilized in comparable circumstances, including, without limitation, any and all provisions necessary to ensure the continued treatment of the Direct Claims Trust as a grantor trust and the Direct Claims Trust Beneficiaries as the grantors and owners thereof for federal income tax purposes. The Direct Claims Trustee shall file returns for the Direct Claims Trust as a grantor trust pursuant to Treasury Regulations section 1.671-4(a) and in accordance with this Plan.

The U.S. federal income tax obligations of a holder with respect to its Direct Claims Trust interests are not dependent on the Direct Claims Trust distributing any cash or other proceeds. Thus, a holder may incur a U.S. federal income tax liability with respect to its allocable share of the Direct Claims Trust's income even if the Direct Claims Trust does not make a concurrent distribution to the holder. In general, a distribution of cash by the Direct Claims Trust will not be separately taxable to a holder of Direct Claims Trust interest as the beneficiary is already regarded for U.S. federal income tax purposes as owning the underlying assets (and was taxed at the time the cash was earned or received by the Direct Claims Trust).

(c) Tax Treatment of WARN Act Claim Reserve Account

The WARN Act Claim Reserve Account is intended to be treated as a qualified settlement fund for U.S. federal income tax purposes, and the remainder of this discussion assumes that this treatment is respected. All parties will be required to treat the WARN Act Claim Reserve Account as a qualified settlement fund for all applicable tax reporting purposes.

The WARN Act Claim Reserve Account will be subject to U.S. federal income tax on its modified gross income, if any. The WARN Act Claim Reserve Account's modified gross income means its gross income less certain allowed deductions, including but not limited to administration fees, expenses for accounting and legal services, claims processing expenses and other expenses. The WARN Act Claims Administrator, as administrator, will be required to file tax returns on behalf of the WARN Act Claim Reserve Account and will be responsible for causing the WARN Act Claim Reserve Account to pay all taxes, if any, imposed on its modified gross income.

The WARN Act Claims Administrator will ensure that any distributions made in respect of Claims that are in the nature of compensation for services are subject to appropriate payroll withholding and reporting, and that any applicable payroll taxes associated therewith (including employer-side and employee-side payroll taxes) are properly remitted. Any such taxes shall be payable solely out of the assets held in the WARN Act Claim Reserve Account. Holders of such Claims are urged to consult their tax advisors with respect to the U.S. federal, state and local income tax consequences of this Plan.

THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE COMBINED PLAN AND DISCLOSURE STATEMENT ARE COMPLEX. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF U.S. FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER OF A CLAIM OR INTEREST IN LIGHT OF SUCH HOLDER'S CIRCUMSTANCES. EACH HOLDER OF A CLAIM OR INTEREST IS URGED TO CONSULT WITH SUCH HOLDER'S TAX ADVISORS CONCERNING THE U.S. FEDERAL, STATE, LOCAL, FOREIGN, AND OTHER TAX CONSEQUENCES OF THE COMBINED PLAN AND DISCLOSURE STATEMENT.

16.3 Alternatives to the Combined Plan and Disclosure Statement.

If the requisite acceptances are not received or the Combined Plan and Disclosure Statement is not confirmed and consummated, the theoretical alternatives to the Combined Plan and Disclosure Statement would be (a) formulation of an alternative chapter 11 plan, (b)

conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, or (c) dismissal of the Chapter 11 Cases. As discussed below, the Debtors and Committee do not believe that any of these alternatives, even if viable, would afford holders of Claims or Interests a greater recovery than what is provided by the Combined Plan and Disclosure Statement.

If the Combined Plan and Disclosure Statement is not confirmed, then the Debtors, Committee or any other party in interest could attempt to formulate a different plan. The additional costs, including, among other amounts, additional professional fees, all of which would constitute Administrative Claims (subject to allowance thereof), however, may be so significant that one or more parties in interest could request that the Chapter 11 Cases be converted to chapter 7. At this time, the Debtors and Committee do not believe that there are viable alternative plans available to the Debtors.

If the Combined Plan and Disclosure Statement is not confirmed, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be elected or appointed to liquidate and distribute the Debtors' remaining assets in accordance with the priorities established by the Bankruptcy Code. As discussed above and indicated in the Liquidation Analysis, the Debtors and Committee believe that the Combined Plan and Disclosure Statement provides a better outcome for holders of Claims than a chapter 7 liquidation would provide.

If the Combined Plan and Disclosure Statement is not confirmed, the Chapter 11 Cases also could be dismissed. Among other effects, dismissal would result in the termination of the automatic stay, thus permitting creditors to assert state-law rights and remedies against the Debtors and their assets, likely to the detriment of other creditors. While it is impossible to predict precisely what would happen in the event the Chapter 11 Cases are dismissed, it is unlikely that dismissal would result in a ratable distribution of the Debtors' assets among creditors as provided in the Combined Plan and Disclosure Statement. Thus, the vast majority of creditors could expect to receive less in the dismissal scenario than they would receive under the Combined Plan and Disclosure Statement.

SECTION 17
CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

17.1 Conditions to Confirmation of the Plan.

Confirmation of the Combined Plan and Disclosure Statement is conditioned upon the satisfaction of each of the following conditions precedent, any one or more of which may be waived by the Debtors in consultation with the Committee: (i) the Bankruptcy Court shall have approved a disclosure statement to the Plan, which may be this Combined Plan and Disclosure Statement, in form and substance acceptable to the Debtors and the Committee, (ii) the Debtors shall have determined that there will be sufficient Cash on the Effective Date to pay (or with respect to Disputed Claims to reserve for as required pursuant to the Plan) Allowed Administrative Claims, Priority Non-Tax Claims, and Priority Tax Claims in full (or in such lesser amount as may be agreed to by the Claimant), (iii) the Confirmation Order to be presented to the Bankruptcy Court at the Confirmation Hearing shall be acceptable to the Debtors and the Committee in form and

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substance, and (iv) the final version of the schedules, documents, and exhibits contained in the Plan Supplement, and all other schedules, documents, supplements and exhibits to the Combined Plan and Disclosure Statement, shall be in form and substance acceptable to the Debtors and the Committee.

17.2 Conditions to the Effective Date.

The occurrence of the Effective Date is conditioned upon the satisfaction of each of the following conditions precedent, any one or more of which may be waived by the Debtors in consultation with the Committee: (i) a Confirmation Order in form and substance acceptable to the Debtors and the Committee shall have been entered by the Bankruptcy Court and become a Final Order which is not subject to any stay of effectiveness; (ii) the Liquidating Trust and the Direct Claims Trust shall have been created pursuant to the terms of the Plan, the Liquidating Trustee shall have been appointed by order of the Bankruptcy Court (which may be the Confirmation Order), and the Liquidating Trust Agreement and the Direct Claims Trust Agreement shall have been executed by the Liquidating Trustee; (iii) the Initial Trust Cash shall have been fully funded and released to the Liquidating Trustee upon the Effective Date; and (iv) all actions, documents, and agreements necessary to implement and consummate the Plan shall have been effected or executed and binding on all parties thereto.

17.3 Waiver of Conditions Precedent.

To the fullest extent permitted by law, the conditions to the Effective Date set forth herein may be waived or modified in whole or in part at any time in writing by the Debtors, in consultation with the Committee, without leave from or an order of the Court.

SECTION 18
RETENTION OF JURISDICTION

From and after the Confirmation Date, the Bankruptcy Court shall retain such jurisdiction as is legally permissible, including, but not limited to, for the following purposes:

(a) To hear and determine any and all objections to the allowance of a Claim, proceedings to estimate a Claim for any purpose, actions to equitably subordinate a Claim, proceedings seeking approval of any necessary claims reconciliation protocols, or any controversy as to the classification of a Claim in a particular Class under the Plan;

(b) To administer the Plan, the Liquidating Trust, the Direct Claims Trust, the Liquidating Trust Assets, the Direct Claims Trust Assets, and the proceeds thereof;

(c) To estimate or liquidate any Disputed Claims;

(d) To hear and determine any and all adversary proceedings, contested matters or applications pending on the Effective Date or otherwise relating to, arising from, or in connection with the Litigation; provided, however, that the Liquidating Trustee shall reserve the right to commence actions in all appropriate jurisdictions;

(e) To hear and determine any and all motions and/or objections to fix, estimate, allow and/or disallow any Claims arising therefrom;

(f) To hear and determine any and all applications by Professionals for an award of Professional Fees;

(g) To enable the Liquidating Trustee to commence and prosecute any Litigation which may be brought after the Effective Date;

(h) To interpret and/or enforce the provisions of the Plan and the injunction provided for in the Plan and to determine any and all disputes arising under or regarding interpretation of the Plan or any agreement, document, or instrument contemplated by the Plan;

(i) To enter and implement such orders as may be appropriate in the event Confirmation is for any reason stayed, reversed, revoked, modified, or vacated;

(j) To modify any provision of the Plan to the extent permitted by the Bankruptcy Code and to correct any defect, cure any omission, or reconcile any inconsistency in the Plan or in the Confirmation Order as may be necessary to carry out the purposes and intent of the Plan;

(k) To enter such orders as may be necessary or appropriate in furtherance of Confirmation and the successful implementation of the Plan and to determine such other matters as may be provided for in the Confirmation Order or as may be authorized under the provisions of the Bankruptcy Code;

(l) To enter any orders as required by Rule 23 of the Federal Rules of Civil Procedure, to the extent made applicable to any adversary proceeding pursuant or contested matter pursuant to Bankruptcy Rules 7023 and 9014(c), as applicable;

(m) To enforce all orders previously entered by the Bankruptcy Court in the Chapter 11 Cases;

(n) To enforce, and hear and determine all disputes involving, the injunction, release, and exculpation provisions provided in Section 15; and

(o) To close the Chapter 11 Cases when administration of the Liquidating Trust, the Direct Claims Trust, and the Chapter 11 Cases has been completed.

SECTION 19
MISCELLANEOUS PROVISIONS

19.1 Revocation of the Combined Plan and Disclosure Statement.

The Debtors reserve the right to revoke and withdraw the Combined Plan and Disclosure Statement at any time on or before the Confirmation Date. If the Debtors revoke or withdraw the Combined Plan and Disclosure Statement, or if Confirmation or the Effective Date does not occur, then the Plan shall be deemed null and void and, in such event, nothing contained herein shall be

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Exhibit 4 - Notice of Filing of Solicitation Version of Combined Disclosur Page 176 of 182

deemed to constitute a waiver or release of any Claims by or against the Debtors or any other entity or to prejudice in any manner the rights of the Debtors or any Entity in any further proceedings involving the Debtors.

19.2 Severability of Plan Provisions.

In the event that, prior to the Confirmation Date, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall, with the consent of the Debtors, have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision hereof, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

19.3 Exhibits.

All exhibits to the Combined Plan and Disclosure Statement and Plan Supplement are, by this reference, hereby incorporated herein. The Debtors reserve the right to make non-substantive changes and corrections to such exhibits in advance of the Confirmation Hearing. If any exhibits are changed or corrected, the replacement exhibits will be filed with the Bankruptcy Court prior to the commencement of the Confirmation Hearing.

19.4 Notices.

All notices required or permitted to be made in accordance with the Plan shall be in writing and shall be delivered personally or by nationally recognized overnight or next-day courier service, first-class mail, electronic mail, or via facsimile with electronic confirmation of receipt as follows:

Counsel for Debtors:

Dentons US LLP
601 S. Figueroa Street, #2500
Los Angeles, CA 90017
Telephone: (213) 623-9300
Attn: Tania. M. Moyron, Esq.
Van C. Durrer, II, Esq.
tania.moyron@dentons.com
van.durrer@dentons.com

-and-

Dentons US LLP
1221 Avenue of the Americas
New York, NY 10020-1089

United States
Attn: John D. Beck
john.beck@dentons.com
-and-

Togut, Segal & Segal LLP
550 Broad Street
Suite 1508
Newark, NJ 07102
Telephone: 302-652-4100
Attn: Frank A. Oswald, Esq.
frankoswald@teamtogut.com

Counsel for the Committee

Brown Rudnick LLP
Seven Times Square
New York, NY 10036
Telephone: (212) 209-10036
Attn: Robert J. Stark, Esq.
Kenneth J. Aulet, Esq.
Ben S. Silverberg, Esq.
rstark@brownrudnick.com
kaulet@brownrudnick.com
bsilverberg@brownrudnick.com
-and-

Genova Burns LLC
100 Allen Rd.
Suite 304
Basking Ridge, NJ 07920
Telephone: (973) 533-0777
Attn: Daniel M. Stolz
Donald W. Clarke
dstolz@genovaburns.com
dclarke@genovaburns.com

Liquidating Trustee:

[●]

19.5 Reservation of Rights.

Neither the filing of the Combined Plan and Disclosure Statement nor any statement or provision contained in the Combined Plan and Disclosure Statement, nor the taking by any party in interest of any action with respect to the Plan, shall: (a) be or be deemed to be an admission

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against interest and (b) until the Effective Date, be or be deemed to be a waiver of any rights any party in interest may have (i) against any other party in interest, or (ii) in or to any of the assets of any other party in interest, and, until the Effective Date, all such rights are specifically reserved. In the event that the Plan is not confirmed or fails to become effective, neither the Combined Plan and Disclosure Statement nor any statement contained in the Combined Plan and Disclosure Statement may be used or relied upon in any manner in any suit, action, proceeding, or controversy within or without the Chapter 11 Cases involving the Debtors, except with respect to Confirmation of the Plan.

19.6 Defects, Omissions and Amendments.

The Debtors may, with the approval of the Bankruptcy Court and without notice to all holders of Claims or Interests, insofar as it does not materially and adversely affect holders of Claims, correct any defect, omission, or inconsistency in the Plan in such manner and to such extent as may be necessary or desirable to expedite the execution of the Plan. The Plan may be altered or amended before or after Confirmation as provided in section 1127 of the Bankruptcy Code if, in the opinion of the Bankruptcy Court, the modification does not materially and adversely affect the interests of holders of Claims, so long as the Plan, as modified, complies with sections 1122 and 1123 of the Bankruptcy Code and the Debtors have complied with section 1125 of the Bankruptcy Code. The Plan may be altered or amended before or after the Confirmation Date but, prior to substantial Consummation, in a manner which, in the opinion of the Bankruptcy Court, materially and adversely affects holders of Claims, so long as the Plan, as modified, complies with sections 1122 and 1123 of the Bankruptcy Code, the Debtors have complied with section 1125 of the Bankruptcy Code and, after notice and a hearing, the Bankruptcy Court confirms such Plan, as modified, under section 1129 of the Bankruptcy Code.

19.7 Filing of Additional Documents.

The Debtors shall file with the Bankruptcy Court such agreements, instruments, pleadings, orders, papers, or other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

19.8 Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors, and/or assigns of such Entity.

19.9 Setoffs and Recoupments.

The Debtors, the Liquidating Trust, and the Direct Claims Trust may, but shall not be required to, set off against or recoup from the payments to be made pursuant to the Plan in respect of a Claim, any claim of any nature whatsoever that the Debtors, the Liquidating Trust, the Direct Claims Trust, or the Estates, as applicable, may have against the holder of such Claim, but neither the failure to do so or the allowance of any Claim hereunder shall constitute a waiver or release of any such claim by the Debtors, the Liquidating Trust, the Direct Claims Trust, or the Estates, against such holder.

19.10 Tax Exemption.

Pursuant to section 1146 of the Bankruptcy Code, the issuance, transfer, or exchange of any security under the Plan, or the execution, delivery, or recording of an instrument of transfer pursuant to, in implementation of, or as contemplated by the Plan, including, without limitation, any transfers to or by the Debtors, if on the Effective Date, and the Liquidating Trustee, if after the Effective Date, of the Debtors' property in implementation of or as contemplated by the Plan (including, without limitation, any subsequent transfer of property by the Liquidating Trust) shall not be taxed under any state or local law imposing a stamp tax, transfer tax, or similar tax or fee. Consistent with the foregoing, each recorder of deeds or similar official for any county, city or Governmental Unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument, without requiring the payment of any documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax, or similar tax.

19.11 Securities Exemption.

To the extent the Trust Interest is deemed or asserted to constitute securities, such Interest and the issuance and distribution thereof shall be exempt from Section 5 of the Securities Act, if applicable, and from any state or federal securities laws requiring registration for offer or sale of a security or registration or licensing of an issuer of, underwriter of, or broker or dealer in, a security, and shall otherwise enjoy all exemptions available for distributions of securities under a plan of reorganization in accordance with all applicable law, including without limitation, section 1145 of the Bankruptcy Code.

19.12 Implementation.

Upon Confirmation, the Debtors shall be authorized to take all steps and execute all documents necessary to effectuate the provisions contained in the Plan.

19.13 Record Date.

To the extent a "Record Date" is required for implementation of the Plan, the record date shall be the voting record date established by the Bankruptcy Court in the Conditional Approval and Procedures Order.

19.14 Certain Actions.

By reason of entry of the Confirmation Order, prior to, on, or after the Effective Date (as appropriate), all matters provided for under the Plan that would otherwise require approval of members, managers or other interest holders of the Debtors under the Plan, including, without limitation, (i) the distributions of Cash pursuant to the Plan, (ii) the adoption, execution, delivery, and implementation of all contracts, leases, instruments, releases, and other agreements or documents related to the Plan, and (iii) the adoption, execution, and implementation of other matters provided for under the Plan involving the company or organizational structure of the Debtors, shall be deemed to have occurred and shall be in effect prior to, on or after the Effective Date (as appropriate), pursuant to applicable corporation/limited liability company laws, without

any requirement of further action by the members, managers or other interest holders of the Debtors, irrespective of whether the Confirmation Order specifically authorizes any such action.

Effective upon the Effective Date, the Debtors' formation documents shall each be deemed amended to prohibit the issuance by the Debtors of nonvoting securities to the extent required under section 1123(a)(6) of the Bankruptcy Code.

On or as soon as practicable following the Effective Date, the Liquidating Trustee shall be authorized to cancel, annul, and extinguish all Interests.

19.15 Substantial Consummation.

On the Effective Date, the Plan shall be deemed substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

19.16 Waiver of Fourteen-Day Stay.

The Debtors and Committee request as part of the Confirmation Order a waiver from the Bankruptcy Court of the 14-day stay of Bankruptcy Rule 3020(e) and, to the extent applicable, a waiver of the 14-day stay of Bankruptcy Rule 6004(g).

19.17 Governing Law.

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an exhibit hereto or a schedule in the Plan Supplement provides otherwise, the rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey, without giving effect to the principles of conflict of laws thereof.

19.18 Entire Agreement.

On the Effective Date, the Plan and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

SECTION 20
RECOMMENDATION

The Debtors and Committee strongly recommend that all creditors receiving a Ballot vote in favor of the Plan. The Debtors and Committee believe that the Plan is in the best interests of creditors. The Plan as structured, among other things, allows creditors with Allowed Claims to participate in distributions believed to be in excess of those that would otherwise be available were the Chapter 11 Cases dismissed or converted under chapter 7 of the Bankruptcy Code and minimizes delays in recoveries to creditors. The Committee supports the Combined Plan and Disclosure Statement and strongly urges unsecured creditors to vote to accept the Combined Plan and Disclosure Statement.

FOR ALL THE REASONS SET FORTH IN THIS DISCLOSURE STATEMENT, THE DEBTORS AND THE COMMITTEE BELIEVE THAT THE CONFIRMATION AND CONSUMMATION OF THE PLAN IS PREFERABLE TO ALL OTHER ALTERNATIVES. THE DEBTORS AND THE COMMITTEE URGE ALL CREDITORS ENTITLED TO VOTE TO ACCEPT THE PLAN AND TO EVIDENCE SUCH ACCEPTANCE BY RETURNING THEIR BALLOTS SO THAT THEY WILL BE RECEIVED BY 4:00 P.M. EASTERN TIME ON ~~[●].~~NOVEMBER 18, 2025 AT 4:00 P.M.

Dated: October ~~6~~15, 2025

Respectfully submitted,

POWIN, LLC AND ITS AFFILIATES AS DEBTORS AND DEBTORS-IN-POSSESSION

/s/ Gerard Uzzi
Gerard Uzzi
Chief Restructuring Officer

OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF POWIN, LLC AND ITS AFFILIATES AS DEBTORS AND DEBTORS-IN-POSSESSION

/s/ Carl Kim
Carl Kim on behalf of ACE Engineering & Co. Ltd., solely in its capacity as Chair of the Official Committee of Unsecured Creditors of Powin, LLC, et al.

Exhibit 5

(Certifications of Publications)

DENTONS US LLP
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Van C. Durrer, II admitted *pro hac vice*)
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Albert Togut (admitted *pro hac vice*)
Eitan Blander (admitted *pro hac vice*)
Christian Ribeiro (admitted *pro hac vice*)
One Penn Plaza, Suite 3335
New York, New York 10119
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Facsimile: (212) 967-4258
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eblander@teamtogut.com
cribeiro@teamtogut.com

Counsel for Debtors and Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re: **Powin, LLC, *et al.*,**[1] **Debtors.**	**Chapter 11** **Case No. 25-16137 (MBK)** **(Jointly Administered)**

[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.

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CERTIFICATIONS OF PUBLICATION OF NOTICE OF (I) COMBINED HEARING TO CONSIDER APPROVAL OF DISCLOSURE STATEMENT ON A FINAL BASIS AND PLAN CONFIRMATION AND (II) RELATED VOTING AND OBJECTION DEADLINE

Annexed hereto are the Certifications of Publication evidencing that a copy of the *Notice of (I) Combined Hearing to Consider Approval of Disclosure Statement on a Final Basis and Plan Confirmation and (II) Related Voting and Objection Deadline,* each appeared on October 21, 2025 in the following publications (i) ***USA Today, National Edition***; (ii) ***The Oregonian***; and (iii) ***The Globe and Mail Newspaper, City of Toronto, Province of Ontario,*** respectively.

Dated: November 3, 2025

TOGUT, SEGAL & SEGAL LLP

/s/ Frank A. Oswald
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- and -

DENTONS US LLP

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LEGAL AFFIDAVIT

AD#: 0011038312

State of Oregon,) ss
County of Multnomah)

Stacey Tredici being duly sworn, deposes that he/she is principal clerk of Oregonian Media Group; that Oregonian is a public newspaper published in the city of Portland, with general circulation in Oregon, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

Oregonian 10/21/2025

Stacey Tredici DIGITALLY SIGNED

Principal Clerk of the Publisher

Sworn to and subscribed before me this 23rd day of October 2025

Kimberlee Wright O'Neill DIGITALLY SIGNED

Notary Public

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

Objection Deadline: 11/18/2025 at 4:00 P.M. Hearing Date: 11/25/2025 at 11:30 A.M.
UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY

In re: Powin, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-16137 (MBK) (Jointly Administered)

NOTICE OF (I) COMBINED HEARING TO CONSIDER APPROVAL OF DISCLOSURE STATEMENT ON FINAL BASIS AND PLAN CONFIRMATION AND (II) RELATED VOTING AND OBJECTION DEADLINE

PLEASE TAKE NOTICE that on June 9, 2025 and thereafter (the "Petition Date"), Powin, LLC and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors") in the above captioned chapter 11 cases (the "Chapter 11 Cases") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court").

PLEASE TAKE FURTHER NOTICE that on October 14, 2025, the Bankruptcy Court entered an order [Docket No. 939] (the "Solicitation Procedures Order") (a) conditionally approving the *Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof and the Official Committee of Unsecured Creditors* [Docket No. 914] (as may be amended, modified, or supplemented from time to time and including all exhibits and supplements thereto, the "Combined Plan and Disclosure Statement" or the "Plan")[2], solely as it relates to the disclosures contained therein, as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code, pending final approval at the Combined Hearing (as defined below); (b) authorizing the Debtors and the Official Committee of Unsecured Creditors (together, the "Plan Proponents") to solicit acceptances for the Combined Plan and Disclosure Statement; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, noticing, receiving, and tabulating votes on the Plan and for filing objections to the Plan or final approval of the Disclosure Statement.

PLEASE TAKE FURTHER NOTICE that the hearing at which the Bankruptcy Court will consider final confirmation of the Combined Plan and Disclosure Statement (the "Combined Hearing") will commence on **November 25 at 11:30 a.m. (prevailing Eastern Time)**, or such other time that the Bankruptcy Court determines, before the Honorable Michael B. Kaplan, United States Bankruptcy Judge, Clarkson S. Fisher United States Courthouse, 402 East State Street, Second Floor, Courtroom 8, Trenton, NJ 08608.

PLEASE TAKE FURTHER NOTICE that the Combined Hearing will be conducted **as a hybrid hearing, either in person or via Zoom for Government.** Parties wishing to present argument **must** be present in the Courtroom. Counsel who do not intend to argue but who wish to observe, or counsel who do not intend to argue but wish to have speaking capabilities, if necessary, to preserve their rights, or counsel with unavoidable conflicts or extenuating circumstances, may request to appear remotely by sending an email to Chambers (chambers_of_mbk@njb.uscourts.gov) indicating the name of the person appearing, their email address, their affiliation, and whom they represent or their interest in these Chapter 11 Cases. If the request is approved, the participant will receive appropriate credentials and further instruction.

PLEASE TAKE FURTHER NOTICE that the Combined Hearing may be continued from time to time by the Bankruptcy Court or the Plan Proponents **without further notice** other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on all parties entitled to notice.

CRITICAL INFORMATION REGARDING VOTING ON THE PLAN

Voting Record Date. The voting record date is **October 10, 2025** (the "Voting Record Date"), which is the date for determining which certain Holders of Claims are entitled to vote on the Plan.

Voting Deadline. The deadline for voting on the Plan is on **November 18, 2025 at 4:00 p.m. (prevailing Eastern Time)** (the "Voting Deadline"). If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan, you **must**: (a) follow the instructions carefully; (b) complete **all** of the required information on the ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is **actually received** by the Debtors' voting agent Verita Global (the "Voting Agent") on or before the Voting Deadline. **A failure to follow such instructions may disqualify your vote.**

Creditors Entitled to Vote. Only Holders of Allowed Claims in Class 3 (WARN Act Claims), Class 4 (Settled Priority Claims), and Class 5 (General Unsecured Claims) are entitled to vote to accept or reject the Plan. Holders of Claims in Class 1 (Priority Non-Tax Claims) and Class 2 (Other Secured Claims) are unimpaired and are not entitled to vote on the Plan, because such Claims and Interests deemed to accept the Plan on account of such unimpaired status. Holders of Claims and Interests in Class 6 (Intercompany Claims) and Class 7 (Interests) (together, with Holders of Claims in Class 1 and Class 2, the "Non-Voting Classes") are not entitled to vote on the Plan because such Holders are not receiving or retaining any value under the Plan and, thus, are deemed to reject the Plan. Creditors in Non-Voting Classes will not receive a Ballot and are receiving this notice for informational purposes to provide notice of the Combined Hearing, the Combined Objection Deadline, the Third Party Release provided for in Section 15.2(b) of the Plan (which applies to **all** Holders of Claims, whether or not they are entitled to vote on the Plan), and instructions for how to opt-out of such Third Party Release.

Third Party Release. Pursuant to section 15.2(b) of the Plan, all Holders of Claims (whether or not entitled to vote on the Plan) who **DO NOT OPT OUT** of the Third Party Release set forth in section 15.2(b) of the Plan **will be releasing certain claims and causes of action in the Chapter 11 Cases. IN ORDER TO OPT OUT:**

- Holders of Claims in Classes 3, 4 and 5 will receive a Ballot containing a section (Item 4) allowing them to opt out of the Third Party Release contained in the Plan. In order to validly opt out of the Third Party Release, Holders of Claims in Classes 3, 4 and 5 **must** complete the opt out election in Item 4 of their Ballot and submit it in accordance with the instructions set forth in the Ballot. **Creditors who vote to reject the Plan or abstain from voting on the Plan and do not complete the opt out election in Item 4 of their Ballot will be considered a Releasing Party in relation to the Third Party Release under the Plan and will be bound by the Third Party Release.**
- Holders of Claims in Non-Voting Classes will receive a Release Opt-Out Election Form allowing them to opt out of the Third Party Release in the Plan. In order to validly opt out of the Third Party Release, Holders of Claims in Non-Voting Classes **must** complete the Release Opt-Out Election Form and submit it in accordance with the instructions set forth in the Release Opt-Out Election Form. **Holders of Claims in Non-Voting Classes who fail to timely submit the Release Opt-Out Election Form will be considered a Releasing Party in relation to the Third Party Release under the Plan and will be bound by the Third Party Release.**

CRITICAL INFORMATION REGARDING OBJECTING TO THE COMBINED PLAN AND DISCLOSURE STATEMENT

Objection Deadline. The deadline for filing objections to the Combined Plan and Disclosure Statement or the adequacy of the disclosures contained therein is **November 18, 2025 at 4:00 p.m. (prevailing Eastern Time)** (the "Confirmation Objection Deadline"). All objections to the relief sought at the Combined Hearing **must**: (a) be in writing; (b) state in particularity the basis of the objection; and (c) be filed with the Clerk of the Bankruptcy Court electronically by attorneys who regularly practice before the Bankruptcy Court in accordance with the *General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents* dated March 27, 2002 (the "General Order") and the *Commentary Supplementing Administrative Procedures* dated as of March 2004 (the "Supplemental Commentary") (the General Order, the Supplemental Commentary and the User's Manual for the Electronic Case Filing System can be found at www.njb.uscourts.gov, the official website for the Bankruptcy Court) and, by all other parties-in-interest, if not otherwise filed with the Clerk of the Court electronically, via hard copy, and shall be served in accordance with the General Order and the Supplemental Commentary upon the following parties so as to be **actually received** on or before the Combined Objection Deadline:

(a) The Debtors c/o Uzzi & Lall, One Liberty Plaza, 165 Broadway 23rd Floor, New York, NY (Attn: Gerard Uzzi, guzzi@uzzilall.com);
(b) Counsel to the Debtors, Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, CA 90018 (Attn: Tania M. Moyron, tania.moyron@dentons.com, and Van C. Durrer II, van.durrer@dentons.com);
(c) Counsel to the Debtors, Togut, Segal & Segal LLP, One Penn Plaza, Suite 3335, New York, NY 10119 (Attn: Frank A. Oswald, frankoswald@teamtogut.com);
(d) Counsel for the Official Committee of Unsecured Creditors, Brown Rudnick LLP, Seven Times Square, New York, NY 10036 (Attn: Robert J. Stark, rstark@brownrudnick.com, Kenneth Aulet, kaulet@brownrudnick.com, and Bennett S. Silverberg, bsilverberg@brownrudnick.com);
(e) Counsel for the Official Committee of Unsecured Creditors, Genova Burns LLC, 110 Allen Road, Suite 304, Basking Ridge, NJ 07920 (Attn: Daniel M. Stolz, dstolz@genovaburns.com); and
(f) The Office of the United States Trustee, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, NJ 07102 (Attn: Jeffrey M. Sponder, jeffrey.m.sponder@usdoj.gov).

ONLY THOSE RESPONSES OR OBJECTIONS THAT ARE TIMELY FILED AND RECEIVED WILL BE CONSIDERED BY THE BANKRUPTCY COURT. RESPONSES OR OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH ABOVE WILL NOT BE CONSIDERED AND WILL BE DEEMED OVERRULED.

ADDITIONAL INFORMATION

Obtaining Solicitation Materials. If you should have any questions about the Solicitation Package or if you would like to obtain paper copies or additional copies of the solicitation materials, please contact the Debtors' Voting Agent by: (a) visiting the Debtors' case website at: https://www.veritaglobal.net/powin (where you can obtain electronic copies of all documents filed with the Bankruptcy Court for free); (b) writing to the Voting Agent at Powin Ballot Processing c/o KCC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) calling the Voting Agent at (866) 507-8031 (U.S./Canada) or (781) 575-2122 (International); (d) emailing powininfo@veritaglobal.com (with "In re Powin, LLC – Solicitation Inquiry" in the subject line); or (e) submitting an inquiry to the Voting Agent at: https://www.veritaglobal.net/powin/inquiry. You may also obtain copies of any pleadings filed with the Court by visiting the Bankruptcy Court's website at https://njb.uscourts.gov/ (in accordance with the procedures and fees set forth therein). Please be advised that the Voting Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may **not** advise you as to the Plan, the interpretation or meaning of any of the provisions contained therein, or whether you should vote to accept or reject the Plan, and will not provide you with any legal or financial advice in connection with the Plan.

Filing the Plan Supplement. The Plan Proponents will file the Plan Supplement (as defined in the Plan) no later than **November 7, 2025** and will serve notice on all Holders of Claims entitled to vote on the Plan, which will: (a) inform parties that the Debtors filed the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) include a copy of the Plan Supplement.

BINDING NATURE OF THE PLAN

IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER RECEIVES OR RETAINS ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THESE CHAPTER 11 CASES, FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, VOTED TO REJECT THE PLAN, OR IS NOT ENTITLED TO VOTE ON THE PLAN.

Dated: 10/21/2025

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Counsel for Debtors and Debtors in Possession

[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]. Powin, LLC has formally changed its name to BESS RemainCo, LLC. The Debtors intend to file a motion seeking to amend the case caption in these proceedings to reflect such name change.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Combined Plan and Disclosure Statement.

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WONDERWORD

By DAVID OUELLET

HOW TO PLAY: All the words listed below appear in the puzzle — horizontally, vertically, diagonally and even backward. Find them, circle each letter of the word and strike it off the list. The leftover letters spell the WONDERWORD.

MADE FROM BIRCH — Solution: 11 letters

E	T	F	T	O	Y	S	T	E	N	I	B	A	C	S
E	S	I	L	K	D	D	U	R	A	B	L	E	H	O
R	E	U	M	E	R	U	T	A	N	E	N	A	O	L
T	R	D	O	B	H	A	B	O	A	T	M	C	L	I
Y	O	O	A	H	E	S	B	W	E	P	R	S	I	D
T	F	E	S	H	A	R	K	R	O	T	I	L	D	S
I	U	M	Y	O	S	N	P	O	U	D	S	I	A	K
N	R	A	R	S	A	I	N	A	O	S	N	O	Y	C
A	N	R	U	L	E	W	O	D	P	B	T	I	A	I
V	I	F	P	C	L	H	A	R	D	E	E	I	W	P
E	T	D	E	U	S	D	C	L	O	E	R	E	C	H
N	U	E	M	I	R	T	O	R	T	O	L	I	R	T
E	R	B	A	S	K	E	T	O	A	A	D	B	F	O
E	E	N	I	C	I	D	E	M	W	O	R	R	A	O
R	O	S	S	E	R	P	E	D	E	U	G	N	O	T

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Altar, Arches, Arrow, Bark, Basket, Bed Frame, Beer, Boat, Bookshelf, Cabinets, Centerpiece, Door, Dowel, Durable, Fire, Forest, Furniture, Hard, Holiday, House, Lumber, Medicine, Nature, Oils, Paper, Plank, Rustic, Shade, Shampoo, Soap, Solid, Syrup, Table, Timber, Tongue Depressor, Toothpicks, Toys, Tree, Trim, Vanity, Veneer, Window, Wood

Answer: Decorations

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PUBLIC NOTICES GENERAL

NOTICE IS HEREBY GIVEN that the undersigned intends to sell the personal property described below to enforce a lien imposed on said property pursuant to sections 87.685 -87.695 of the ORS known as the Oregon Self-Service Storage Facility Act.

The undersigned will sell at Storageauctions.net by competitive bidding on Tuesday the 18th day of November 2025 at 10:30 A.M., on the premises where said property including: household goods, tools, electronics, and personal effects, have been stored and which are located at Trojan Storage of Portland 2, 8436 NE Marx Dr, Portland, OR 97220 County of, Multnomah the following:

Customer Name - Unit #
Crystal Cortes - 445
Kevin Lytsell - 1368
Leslie Bond - 171
Mandy Abbott - 245
Sierra Hasselbbaid - 2038
Caitlin Speakman - 102B
Linda Marcum - 429

Purchases must be paid for at the time of purchase in cash only. All purchased items sold as is, where is and must be removed at the time of sale. Sale subject to cancellation in the event of settlement between owner and obligated party.
Dated this October 21st, 2025 and October 28th, 2025
Andasol Management, Inc.
Bond #: 7918JC 310.647.9926

Self-Storage Public Auction will take place on:
www.storagetreasures.com
Bidding will close at 1 p.m.
Tuesday, October 28, 2025
For the following units:
Sentinel Self Storage
15555 SW Tualatin Sherwood Rd
Sherwood, OR 97140
Bonnie Stephens: Unit 8129

Storage Auction via Storagetreasures.com
Sale to be held November 3rd at or after 10:30 am.
Tom Ward unit C40
at Burnham Business & Storage, 8900 SW Burnham, Tigard, OR 97223.

Storage Auction via Storagetreasures.com
Sale to be held November 3rd at or after 10:30 am.
Joseph Cooper unit D7
at Burnham Business & Storage, 8900 SW Burnham, Tigard, OR 97223.

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PUBLIC NOTICES

Objection Deadline: 11/18/2025 at 4:00 PM. **Hearing Date:** 11/25/2025 at 11:30 A.M.

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY

In re: Powin, LLC, et al.,[1] Debtors. — Chapter 11, Case No. 25-16137 (MBK) (Jointly Administered)

NOTICE OF (I) COMBINED HEARING TO CONSIDER APPROVAL OF DISCLOSURE STATEMENT ON FINAL BASIS AND PLAN CONFIRMATION AND (II) RELATED VOTING AND OBJECTION DEADLINE

PLEASE TAKE NOTICE that on June 9, 2025 and thereafter (the "Petition Date"), Powin, LLC and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors") in the above captioned chapter 11 cases (the "Chapter 11 Cases") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court").

PLEASE TAKE FURTHER NOTICE that on October 14, 2025, the Bankruptcy Court entered an order [Docket No. 939] (the "Solicitation Procedures Order") (a) conditionally approving the *Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof and the Official Committee of Unsecured Creditors* [Docket No. 914] (as may be amended, modified, or supplemented from time to time and including all exhibits and supplements thereto, the "Combined Plan and Disclosure Statement" or the "Plan")[2], solely as it relates to the disclosures contained therein, as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code, pending final approval at the Combined Hearing (as defined below); (b) authorizing the Debtors and the Official Committee of Unsecured Creditors (together, the "Plan Proponents") to solicit acceptances for the Combined Plan and Disclosure Statement; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, noticing, receiving, and tabulating votes on the Plan and for filing objections to the Plan or final approval of the Disclosure Statement.

PLEASE TAKE FURTHER NOTICE that the hearing at which the Bankruptcy Court will consider final confirmation of the Combined Plan and Disclosure Statement (the "Combined Hearing") will commence on **November 25 at 11:30 a.m. (prevailing Eastern Time)**, or such other time that the Bankruptcy Court determines, before the Honorable Michael B. Kaplan, United States Bankruptcy Judge, Clarkson S. Fisher United States Courthouse, 402 East State Street, Second Floor, Courtroom 8, Trenton, NJ 08608.

PLEASE TAKE FURTHER NOTICE that the Combined Hearing will be conducted **as a hybrid hearing, either in person or via Zoom for Government**. Parties wishing to present argument **must** be present in the Courtroom. Counsel who do not intend to argue but who wish to observe, or counsel who do not intend to argue but wish to have speaking capabilities, if necessary, to preserve their rights, or counsel with unavoidable conflicts or extenuating circumstances, may request to appear remotely by sending an email to Chambers (chambers_of_mbk@njb.uscourts.gov) including the name of the person appearing, their email address, their affiliation, and whom they represent or their interest in these Chapter 11 Cases. If the request is approved, the participant will receive appropriate credentials and further instruction.

PLEASE TAKE FURTHER NOTICE that the Combined Hearing may be continued from time to time by the Bankruptcy Court or the Plan Proponents **without further notice** other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on all parties entitled to notice.

CRITICAL INFORMATION REGARDING VOTING ON THE PLAN

Voting Record Date. The voting record date is **October 10, 2025** (the "Voting Record Date"), which is the date for determining which certain Holders of Claims are entitled to vote on the Plan.

Voting Deadline. The deadline for voting on the Plan is on **November 18, 2025 at 4:00 p.m. (prevailing Eastern Time)** (the "Voting Deadline"). If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan, you **must**: (a) follow the instructions carefully; (b) complete **all** of the required information on the ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is **actually received** by the Debtors' voting agent Verita Global (the "Voting Agent") on or before the Voting Deadline. **A failure to follow such instructions may disqualify your vote.**

Creditors Entitled to Vote. Only Holders of Allowed Claims in Class 3 (WARN Act Claims), Class 4 (Settled Priority Claims), and Class 5 (General Unsecured Claims) are entitled to vote to accept or reject the Plan. Holders of Claims in Class 1 (Priority Non-Tax Claims) and Class 2 (Other Secured Claims) are unimpaired and are not entitled to vote on the Plan, because such Claims and Interests deemed to accept the Plan on account of such unimpaired status. Holders of Claims and Interests in Class 6 (Intercompany Claims) and Class 7 (Interests) (together, with Holders of Claims in Class 1 and Class 2, the "Non-Voting Classes") are not entitled to vote on the Plan because such Holders are not receiving or retaining any value under the Plan and, thus, are deemed to reject the Plan. Creditors in Non-Voting Classes will not receive a Ballot and are receiving this notice for informational purposes to provide notice of the Combined Hearing, the Combined Objection Deadline, the Third Party Release provided for in Section 15.2(b) of the Plan (which applies to **all** Holders of Claims, whether or not they are entitled to vote on the Plan), and instructions for how to opt-out of such Third Party Release.

Third Party Release. Section 15.2 of the Plan provides that all Holders of Claims (whether or not entitled to vote on the Plan) who **DO NOT OPT OUT** of the Third Party Release set forth in section 15.2(b) of the Plan **will be releasing certain parties involved in the Chapter 11 Cases. IN ORDER TO OPT OUT:**

- Holders of Claims in Classes 3, 4 and 5 will receive a Ballot containing a section (Item 4) allowing them to opt out of the Third Party Release contained in the Plan. In order to validly opt out of the Third Party Release, Holders of Claims in Classes 3, 4 and 5 **must** complete the opt out election in Item 4 of their Ballot and submit it in accordance with the instructions set forth in the Ballot. **Creditors who vote to reject the Plan or abstain from voting on the Plan and do not complete the opt out election in Item 4 of their Ballot will be considered a Releasing Party in relation to the Third Party Release under the Plan and will be bound by the Third Party Release.**
- Holders of Claims in Non-Voting Classes will receive a Release Opt-Out Election Form allowing them to opt out of the Third Party Release in the Plan. In order to validly opt out of the Third Party Release, Holders of Claims in Non-Voting Classes **must** complete the Release Opt-Out Election Form and submit it in accordance with the instructions set forth in the Release Opt-Out Election Form. **Holders of Claims in Non-Voting Classes who fail to timely submit the Release Opt-Out Election Form will be considered a Releasing Party in relation to the Third Party Release under the Plan and will be bound by the Third Party Release.**

CRITICAL INFORMATION REGARDING OBJECTING TO THE COMBINED PLAN AND DISCLOSURE STATEMENT

Objection Deadline. The deadline for filing objections to the Combined Plan and Disclosure Statement or the adequacy of the disclosures contained therein is **November 18, 2025 at 4:00 p.m. (prevailing Eastern Time)** (the "Confirmation Objection Deadline"). All objections to the relief sought at the Combined Hearing **must**: (a) be in writing; (b) state in particularity the basis of the objection; and (c) be filed with the Clerk of the Bankruptcy Court electronically by attorneys who regularly practice before the Bankruptcy Court in accordance with the *General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents* dated March 27, 2002 (the "General Order") and the *Commentary Supplementing Administrative Procedures* dated as of March 2004 (the "Supplemental Commentary") (the General Order, the Supplemental Commentary and the User's Manual for the Electronic Case Filing System can be found at www.njb.uscourts.gov, the official website for the Bankruptcy Court) and, by all other parties-in-interest, if not otherwise filed with the Clerk of the Court electronically, via hard copy, and shall be served in accordance with the General Order and the Supplemental Commentary upon the following parties so as to be **actually received** on or before the Combined Objection Deadline:

(a) The Debtors c/o Uzzi & Lall, One Liberty Plaza, 165 Broadway 23rd Floor, New York, NY (Attn: Gerard Uzzi, guzzi@uzzilall.com);
(b) Counsel to the Debtors, Dentons US LLP 601 S. Figueroa Street, Suite 2500, Los Angeles, CA 90018 (Attn: Tania M. Moyron, tania.moyron@dentons.com, and Van C. Durrer II, van.durrer@dentons.com);
(c) Counsel to the Debtors, Togut, Segal & Segal LLP One Penn Plaza, Suite 3335, New York, NY 10119 (Attn: Frank A. Oswald, frankoswald@teamtogut.com);
(d) Counsel for the Official Committee of Unsecured Creditors, Brown Rudnick LLP Seven Times Square, New York, NY 10036 (Attn: Robert J. Stark, rstark@brownrudnick.com, Kenneth Aulet, kaulet@brownrudnick.com, and Bennett S. Silverberg, bsilverberg@brownrudnick.com);
(e) Counsel for the Official Committee of Unsecured Creditors, Genova Burns LLC, 110 Allen Road, Suite 304, Basking Ridge, NJ 07920 (Attn: Daniel M. Stolz, dstolz@genovaburns.com); and
(f) The Office of the United States Trustee, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, NJ 07102 (Attn: Jeffrey M. Sponder, jeffrey.m.sponder@usdoj.gov).

ONLY THOSE RESPONSES OR OBJECTIONS THAT ARE TIMELY FILED AND RECEIVED WILL BE CONSIDERED BY THE BANKRUPTCY COURT. RESPONSES OR OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH ABOVE WILL NOT BE CONSIDERED AND WILL BE DEEMED OVERRULED.

ADDITIONAL INFORMATION

Obtaining Solicitation Materials. If you should have any questions about the Solicitation Package or if you would like to obtain paper copies or additional copies of the solicitation materials, please contact the Debtors' Voting Agent by: (a) visiting the Debtors' case website at: https://www.veritaglobal.net/powin (where you can obtain electronic copies of all documents filed with the Bankruptcy Court for free); (b) writing to the Voting Agent at Powin Ballot Processing c/o KCC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) calling the Voting Agent at (866) 507-8031 (U.S./Canada) or (781) 575-2122 (international); (d) emailing powininfo@veritaglobal.com (with "In re Powin, LLC - Solicitation Inquiry" in the subject line); or (e) submitting an inquiry to the Voting Agent at: https://www.veritaglobal.net/powin/inquiry. You may also obtain copies of any pleadings filed with the Court by visiting the Bankruptcy Court's website at https://njb.uscourts.gov/ (in accordance with the procedures and fees set forth therein). Please be advised that the Voting Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may **not** advise you as to the Plan, the interpretation or meaning of any of the provisions contained therein, or whether you should vote to accept or reject the Plan, and will not provide you with any legal or financial advice in connection with the Plan.

Filing the Plan Supplement. The Plan Proponents will file the Plan Supplement (as defined in the Plan) no later than **November 7, 2025** and will serve notice on all Holders of Claims entitled to vote on the Plan, which will: (a) inform parties that the Debtors filed the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) include a copy of the Plan Supplement.

BINDING NATURE OF THE PLAN

IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER RECEIVES OR RETAINS ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THESE CHAPTER 11 CASES, FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, VOTED TO REJECT THE PLAN, OR IS NOT ENTITLED TO VOTE ON THE PLAN.

Dated: 10/21/2025

DENTONS US LLP
601 S. Figueroa Street, Suite 2500
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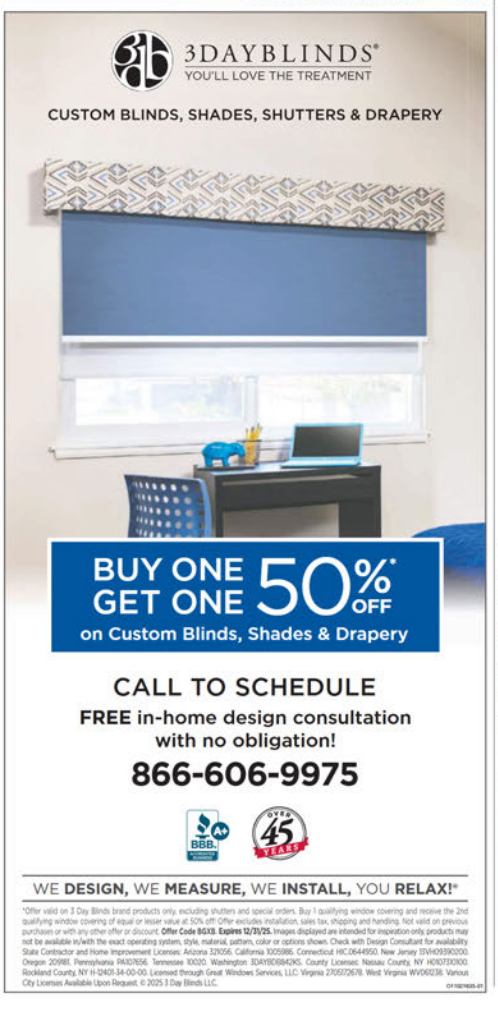
Albert Togut (admitted *pro hac vice*)
Frank A. Oswald (admitted)
Email: altogut@teamtogut.com
frankoswald@teamtogut.com

Counsel for Debtors and Debtors in Possession

[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 (3580); (ii) Powin, LLC (9504); (iii) PEDS Holdings, LLC (9470); (iv) Powin China Holdings 1, LLC (5422); (v) Powin China Holdings 2, LLC (9713); (vi) Charger Holdings, LLC (0245); (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 (3578/7); and (xii) Powin Canada B.C. Ltd. (2339). Powin, LLC has formally changed its name to 88:35 Remanufacturing, LLC. The Debtors intend to file a motion seeking to amend the case caption in these proceedings to reflect such name change.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Combined Plan and Disclosure Statement.



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AFFIDAVIT OF PUBLICATION

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY

IN RE: POWIN LLC

I Charlotte Young, of the City of Toronto, in the Province of Ontario, AFFIRM THAT:

1. I am employed by The Globe and Mail Inc. and my current job title is Advertising Service Representative

2. The Globe and Mail is a media organization with its head office in Toronto, Ontario. The Globe and Mail publishes and distributes a print edition newspaper from Monday to Saturday which is simultaneously printed in the cities of Montreal, Toronto, Estevan, Calgary, and Vancouver, and is generally distributed and circulated in the Provinces of Quebec, Ontario, Manitoba, Alberta and British Columbia.

3. The advertisement attached to my affidavit as Exhibit "A" is a true and correct copy and was published in the form attached to my affidavit in print editions of The Globe and Mail newspaper published on the following date(s): Oct 21st, 2025

Charlotte Young

Affirmed before me at the City of Toronto, in the Province of Ontario on Oct 23rd, 2025

Jesse Langdon
lawyer # 55869H
Ontario

This is Exhibit "A" to the
Affidavit of Charlotte Young, affirmed before me
in the City of Toronto, in the Province of Ontario,
on Oct 23rd, 2025

Jesse Langdon
lawyer # 55869H
Ontario

Objection Deadline: 11/18/2025 at 4:00 P.M. **Hearing Date:** 11/25/2025 at 11:30 A.M.

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY

In re:
Powin, LLC, *et al.*,[1]
Debtors.

Chapter 11
Case No. 25-16137 (MBK)
(Jointly Administered)

NOTICE OF (I) COMBINED HEARING TO CONSIDER APPROVAL OF DISCLOSURE STATEMENT ON FINAL BASIS AND PLAN CONFIRMATION AND (II) RELATED VOTING AND OBJECTION DEADLINE

PLEASE TAKE NOTICE that on June 9, 2025 and thereafter (the "Petition Date"), Powin, LLC and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors") in the above captioned chapter 11 cases (the "Chapter 11 Cases") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court").

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Voting Deadline. The deadline for voting on the Plan is on **November 18, 2025 at 4:00 p.m. (prevailing Eastern Time)** (the "Voting Deadline"). If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan, you **must:** (a) follow the instructions carefully; (b) complete **all** of the required information on the ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is **actually received** by the Debtors' voting agent Verita Global (the "Voting Agent") on or before the Voting Deadline. **A failure to follow such instructions may disqualify your vote.**

Creditors Entitled to Vote. Only Holders of Allowed Claims in Class 3 (WARN Act Claims), Class 4 (Settled Priority Claims), and Class 5 (General Unsecured Claims) are entitled to vote to accept or reject the Plan. Holders of Claims in Class 1 (Priority Non-Tax Claims) and Class 2 (Other Secured Claims) are unimpaired and are not entitled to vote on the Plan, because such Claims and Interests deemed to accept the Plan on account of such unimpaired status. Holders of Claims and Interests in Class 6 (Intercompany Claims) and Class 7 (Interests) (together, with Holders of Claims in Class 1 and Class 2, the "Non-Voting Classes") are not entitled to vote on the Plan because such Holders are not receiving or retaining any value under the Plan and, thus, are deemed to reject the Plan. Creditors in Non-Voting Classes will not receive a Ballot and are receiving this notice for informational purposes to provide notice of the Combined Hearing, the Combined Objection Deadline, the Third Party Release provided for in Section 15.2(b) of the Plan (which applies to **all** Holders of Claims, whether or not they are entitled to vote on the Plan), and instructions for how to opt-out of such Third Party Release.

Third Party Release. Section 15.2 of the Plan provides that all Holders of Claims (whether or not entitled to vote on the Plan) who **DO NOT OPT OUT** of the Third Party Release set forth in section 15.2(b) of the Plan **will be releasing certain parties involved in the Chapter 11 Cases. IN ORDER TO OPT OUT:**

- Holders of Claims in Classes 3, 4 and 5 will receive a Ballot containing a section (Item 4) allowing them to opt out of the Third Party Release contained in the Plan. In order to validly opt out of the Third Party Release, Holders of Claims in Classes 3, 4 and 5 **must** complete the opt out election in Item 4 of their Ballot and submit it in accordance with the instructions set forth in the Ballot. **Creditors who vote to reject the Plan or abstain from voting on the Plan and do not complete the opt out election in Item 4 of their Ballot will be considered a Releasing Party in relation to the Third Party Release under the Plan and will be bound by the Third Party Release.**
- Holders of Claims in Non-Voting Classes will receive a Release Opt-Out Election Form allowing them to opt out of the Third Party Release in the Plan. In order to validly opt out of the Third Party Release, Holders of Claims in Non-Voting Classes **must** complete the Release Opt-Out Election Form and submit it in accordance with the instructions set forth in the Release Opt-Out Election Form. **Holders of Claims in Non-Voting Classes who fail to timely submit the Release Opt-Out Election Form will be considered a Releasing Party in relation to the Third Party Release under the Plan and will be bound by the Third Party Release.**

CRITICAL INFORMATION REGARDING OBJECTING TO THE COMBINED PLAN AND DISCLOSURE STATEMENT

Objection Deadline. The deadline for filing objections to the Combined Plan and Disclosure Statement or the adequacy of the disclosures contained therein is **November 18, 2025 at 4:00 p.m. (prevailing Eastern Time)** (the "Confirmation Objection Deadline"). All objections to the relief sought at the Combined Hearing **must**: (a) be in writing; (b) state in particularity the basis of the objection; and (c) be filed with the Clerk of the Bankruptcy Court electronically by attorneys who regularly practice before the Bankruptcy Court in accordance with the *General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents* dated March 27, 2002 (the "General Order") and the *Commentary Supplementing Administrative Procedures* dated as of March 2004 (the "Supplemental Commentary") (the General Order, the Supplemental Commentary and the User's Manual for the Electronic Case Filing System can be found at www.njb.uscourts.gov, the official website for the Bankruptcy Court) and, by all other parties-in-interest, if not otherwise filed with the Clerk of the Court electronically, via hard copy, and shall be served in accordance with the General Order and the Supplemental Commentary upon the following parties so as to be **actually received** on or before the Combined Objection Deadline:

(a) The Debtors c/o Uzzi & Lall, One Liberty Plaza, 165 Broadway 23rd Floor, New York, NY (Attn: Gerard Uzzi, guzzi@uzzilall.com);
(b) Counsel to the Debtors, Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, CA 90018 (Attn: Tania M. Moyron, tania.moyron@dentons.com, and Van C. Durrer II, van.durrer@dentons.com);
(c) Counsel to the Debtors, Togut, Segal & Segal LLP, One Penn Plaza, Suite 3335, New York, NY 10119 (Attn: Frank A. Oswald, frankoswald@teamtogut.com);
(d) Counsel for the Official Committee of Unsecured Creditors, Brown Rudnick LLP, Seven Times Square, New York, NY 10036 (Attn: Robert J. Stark, rstark@brownrudnick.com, Kenneth Aulet, kaulet@brownrudnick.com, and Bennett S. Silverberg, bsilverberg@brownrudnick.com);
(e) Counsel for the Official Committee of Unsecured Creditors, Genova Burns LLC, 110 Allen Road, Suite 304, Basking Ridge, NJ 07920 (Attn: Daniel M. Stolz, dstolz@genovaburns.com); and
(f) The Office of the United States Trustee, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, NJ 07102 (Attn: Jeffrey M. Sponder, jeffrey.m.sponder@usdoj.gov).

ONLY THOSE RESPONSES OR OBJECTIONS THAT ARE TIMELY FILED AND RECEIVED WILL BE CONSIDERED BY THE BANKRUPTCY COURT. RESPONSES OR OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH ABOVE WILL NOT BE CONSIDERED AND WILL BE DEEMED OVERRULED.

ADDITIONAL INFORMATION

Obtaining Solicitation Materials. If you should have any questions about the Solicitation Package or if you would like to obtain paper copies or additional copies of the solicitation materials, please contact the Debtors' Voting Agent by: (a) visiting the Debtors' case website at: https://www.veritaglobal.net/powin (where you can obtain electronic copies of all documents filed with the Bankruptcy Court for free); (b) writing to the Voting Agent at Powin Ballot Processing c/o KCC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) calling the Voting Agent at (866) 507-8031 (U.S./Canada) or (781) 575-2122 (International); (d) emailing powininfo@veritaglobal.com (with "In re Powin, LLC – Solicitation Inquiry" in the subject line); or (e) submitting an inquiry to the Voting Agent at: https://www.veritaglobal.net/powin/inquiry. You may also obtain copies of any pleadings filed with the Court by visiting the Bankruptcy Court's website at https://njb.uscourts.gov/ (in accordance with the procedures and fees set forth therein). Please be advised that the Voting Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may **not** advise you as to the Plan, the interpretation or meaning of any of the provisions contained therein, or whether you should vote to accept or reject the Plan, and will not provide you with any legal or financial advice in connection with the Plan.

Filing the Plan Supplement. The Plan Proponents will file the Plan Supplement (as defined in the Plan) no later than **November 7, 2025** and will serve notice on all Holders of Claims entitled to vote on the Plan, which will: (a) inform parties that the Debtors filed the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) include a copy of the Plan Supplement.

BINDING NATURE OF THE PLAN

IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER RECEIVES OR RETAINS ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THESE CHAPTER 11 CASES, FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, VOTED TO REJECT THE PLAN, OR IS NOT ENTITLED TO VOTE ON THE PLAN.

Dated: 10/21/2025

DENTONS US LLP
601 S. Figueroa Street, Suite 2500
Los Angeles, CA 90017
Tel: (213) 623-9300
Fax: (213) 623-9924
Tania M. Moyron (admitted *pro hac vice*)
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frankoswald@teamtogut.com

Counsel for Debtors and Debtors in Possession

[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]. Powin, LLC has formally changed its name to BESS RemainCo, LLC. The Debtors intend to file a motion seeking to amend the case caption in these proceedings to reflect such name change.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Combined Plan and Disclosure Statement.

Inside former airport site's takeoff into mass development

Goal for the 30-year project is to turn mostly empty piece of land into vibrant community

MICHAEL LEWIS

For Northcrest Developments, the challenge of transforming the former Downsview Airport site in Toronto lies in the sheer scope of the undertaking and the decades required to realize its vision.

It's a dilemma other large development projects, such as the city's waterfront revitalization, have faced as they require communities and investors to buy into ambitious plans that repurpose industrial zones and former military bases into modern, urban neighbourhoods.

"They're trying really hard, and I think they have the ingredients," Matti Siemiatycki, director of the Infrastructure Institute at the University of Toronto, says of Northcrest, lead developer of the $30-billion, 30-year project dubbed YZD.

"The challenge in a site that large, which is super unrealistic for real estate, is too much land, rather than not enough. The question is, 'how do you phase it and make it feel lived in and vibrant as you go?' "

Northcrest calls the YZD one of the biggest urban redevelopments in North America, but it is not alone in its ambition. Developers are increasingly converting former industrial areas into mixed-use meccas, complete with housing, retail and office space, driven by support for urban growth and to combat sprawl.

CREATING A VIBRANT COMMUNITY FOR NEW RESIDENTS

Northcrest CEO Derek Goring was involved in the early days of Toronto's eastern waterfront redevelopment. While building can be done in phases, Mr. Goring says one lesson learned is the importance of making sure the first batch of residents feel part of a community.

"One thing that made [the waterfront project] challenging was it was very incremental," he says. "The first building sat there as a bit of an island for a number of years until the site started to build out."

With 90 per cent of the YZD land empty, Mr. Goring says each construction stage needs to be successful in its own right.

The development includes 28 million square feet of residential space and seven million square feet of retail, office, advanced manufacturing, recreational, cultural and institutional space.

Located near Keele Street and Sheppard Avenue West, the project involves the redevelopment of a site that was the former home of a Canadian Forces base and a Bombardier Aerospace campus. It's a 370-acre frontier of airplane hangars, warehouses and green fields.

Northcrest communications manager Kaleigh Ambrose says more than 5,000 tradespeople will be employed full time for each construction year. Once fully operational, YZD aims to provide permanent employment for more than 23,000.

The property's initial commercial tenants are expected to arrive in 2028, with the first group of residents projected to move in by 2030.

HANGING IN THE HANGAR DISTRICT

Toronto city council unanimously approved the plan for YZD's initial phase in July. The project's first neighbourhood, to be called the Hangar District, will cover more than 100 acres and retrofit two large hangars for manufacturing, entertainment, recreation and cultural uses.

Some of the existing buildings will be replaced by built-to-suit commercial structures and low-rise, multi-unit housing, with at least 10 per cent of YZD residences defined as affordable, where shelter costs are to be less than 30 per cent of a household's monthly income. Mr. Goring also says the hangars allow for the space to set up modular-housing-parts manufacturers, retail outlets such as craft breweries, live music events, recreational activities and sites for film production.

He notes the district will be split nearly equally between residential and non-residential areas and "lean into" its aviation aesthetic as a unique selling point. Northcrest expects the Hangar District to provide 2,957 homes and generate 7,400 jobs.

To anchor the Hangar District, Mr. Goring says Northcrest is seeking potential tenants that could include a postsecondary institution along with Centennial College's Bombardier Centre for Aerospace and Aviation, which is already located at the site. The hangars and new structures will be linked to YZD's future Wilson District – another phase of the project – by a pedestrian walkway, the redesigned airport runway.

FUTURE PLANS AND FINANCING

The proposal for Phase 2 of the development – dubbed the Wilson District, around the Wilson subway station at YZD's southernmost point – is scheduled for submission to the city in early 2026. Subsequent phases of the project will "evolve over decades to come," Northcrest says.

Funding for the project will be provided by the Public Sector Pension Investment Board and through yet-to-be finalized contributions from other partners, possibly including the federal government.

Mr. Goring says he's confident the project's amenities, parks, transit orientation, low-carbon materials and sustainable energy sources will appeal to occupants, suggesting YZD will be poised to benefit from a potential real-estate market turnaround in the coming years.

"Developments which bring people together – combining retail with residential, community spaces and attractions – are especially appealing to retailers," says Santo Ligotti, vice-president of marketing and member services at the Retail Council of Canada. "These kinds of projects create vibrant destinations that support both community life and business success."

CONSULTING THE COMMUNITY

Mr. Goring says meaningful consultation from residents and nearby businesses is crucial when it comes to the project's plans. The YZD consultation is being carried out in conjunction with the city and Third Party Public, a public engagement firm that Northcrest hired at the beginning of the project.

Joe Pantalone, a retired former deputy Toronto mayor and city councillor, and current special adviser to the DUKE Heights BIA, a group of 4,000 businesses in the area north of the Northcrest development, says YZD could have been controversial because of its size.

Instead, he says, it has strong support from area businesses, partly owing to Northcrest's and the city's community engagement efforts, along with the fact the project promises to connect roadways and transit, as well as bring new foot traffic to the area.

Calling YZD a series of neighbourhoods with distinct cultural and commercial attributes, and where daily needs are within walking distance, Mr. Goring says the project presents a strong business case.

"The most important metric is demographics," he says. "With more people moving here, there's going to be demand for real estate. Given the fact that all of these new people are going to be here, I can't imagine where businesses can't see this as a huge opportunity."

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RECENT ASSET TRANSACTIONS

1353 Britannia Road East, Mississauga
$9,600,000
$400 per sq. ft.

15068 84th Avenue, Surrey
$13,000,000
$463 per sq. ft.

1610 Saint-Martin Boulevard East, Laval
$15,000,000
$280 per sq. ft.

3636 7th Street SE, Calgary
$5,150,000
$159 per sq. ft.

GREATER TORONTO AREA

SECTOR	MUNICIPALITY	ADDRESS	PRICE	UNIT PRICE	PARAMETER
Industrial	Mississauga	400-450 Matheson Blvd East	$39,700,000	$345	per sq. ft.
Industrial	Mississauga	2360 Millrace Court	$22,500,000	$278	per sq. ft.
Retail	Ajax	425 Bayly Street West	$14,500,000	$863	per sq. ft.

GREATER VANCOUVER AREA

SECTOR	MUNICIPALITY	ADDRESS	PRICE	UNIT PRICE	PARAMETER
Apartment	Coquitlam	1200 Howie Avenue	$19,400,000	$294,000	per unit
Retail	Abbotsford	32853 Ventura Avenue	$3,150,000	$704	per sq. ft.
Industrial	Abbotsford	2518 Clearbrook Road	$2,783,800	$401	per sq. ft.

GREATER MONTREAL AREA

SECTOR	MUNICIPALITY	ADDRESS	PRICE	UNIT PRICE	PARAMETER
Apartment	LaSalle	1400-1600 Anglignon Blvd	$68,500,000	$197,105	per unit
Apartment	Vieux-Longueuil	1575 NDG Street	$11,200,000	$197,246	per unit
Retail	Terrebonne	706-712 des Seigneurs Blvd	$7,250,000	$288	per sq. ft.

GREATER CALGARY AREA

SECTOR	MUNICIPALITY	ADDRESS	PRICE	UNIT PRICE	PARAMETER
Industrial	Calgary	5218 80th Avenue SE & 5251 84th Avenue SE	$9,500,000	$116	per sq. ft.
Industrial	Okotoks	1101 & 1103 North Railway St	$2,075,000	$277	per sq. ft.
Apartment	Calgary	438 12th Avenue NE	$1,130,000	$283,750	per unit

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VERIFICATION OF PUBLICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

Being duly sworn, Teri says that she is the principal clerk of USA TODAY, and is duly authorized by USA TODAY to make this affidavit, and is fully acquainted with the facts stated herein: on **Tuesday, October 21, 2025**, the following legal advertisement – **Powin, LLC** was published in the national edition of **USA TODAY.**

Teri Navara

Principal Clerk of USA TODAY
August 27, 2025

FOR THE RECORD

All times ET

ODDS

NBA

Tuesday

FAVORITE	LINE	O/U	UNDERDOG
OKLA CITY	7.5	226.5	Houston
Golden State	2	224.5	LA LAKERS

Wednesday

FAVORITE	LINE	O/U	UNDERDOG
NY KNICKS	3.5	229.5	Cleveland
ORLANDO	8	214.5	Miami
CHARLOTTE	4.5	225.5	Brooklyn
ATLANTA	5.5	235	Toronto
BOSTON	2.5	225.5	Philadelphia
Detroit	2	234.5	CHICAGO
MEMPHIS	3.5	236.5	New Orleans
MILWAUKEE	8.5	229	Washington
LA Clippers	9	227	UTAH
DALLAS	2.5	225	San Antonio
Minnesota	3.5	219.5	PORTLAND
PHOENIX	3.5	226.5	Sacramento

MLB

League Championship Series
(Best-of-7 series)

American League
No. 2 Seattle 3, No. 1 Toronto 3
Game 1: Seattle 3, Toronto 1
Game 2: Seattle 10, Toronto 3
Game 3: Toronto 13, Seattle 4
Game 4: Toronto 8, Seattle 2
Game 5: Seattle 6, Toronto 2
Game 6: Toronto 6, Seattle 2
Game 7: Seattle at Toronto

National League
No. 3 L.A. Dodgers 4, No. 1 Milwaukee 0
Game 1: Los Angeles 2, Milwaukee 1
Game 2: Los Angeles 5, Milwaukee 1
Game 3: Los Angeles 3, Milwaukee 1
Game 4: Los Angeles 5, Milwaukee 1

NFL

AMERICAN CONFERENCE

East

	W	L	T	Pct	PF	PA
New England	5	2	0	.714	181	133
Buffalo	4	2	0	.667	167	137
Miami	1	6	0	.143	140	205
N.Y. Jets	0	7	0	.000	129	183

North

	W	L	T	Pct	PF	PA
Pittsburgh	4	2	0	.667	150	140
Cincinnati	3	4	0	.429	136	214
Cleveland	2	5	0	.286	113	152
Baltimore	1	5	0	.167	144	194

South

	W	L	T	Pct	PF	PA
Indianapolis	6	1	0	.857	232	140
Jacksonville	4	3	0	.571	146	155
Houston	2	3	0	.400	108	61
Tennessee	1	6	0	.143	96	192

West

	W	L	T	Pct	PF	PA
Denver	5	2	0	.714	163	127
L.A. Chargers	4	3	0	.571	151	163
Kansas City	4	3	0	.571	186	124
Las Vegas	2	5	0	.286	103	180

NATIONAL CONFERENCE

East

	W	L	T	Pct	PF	PA
Philadelphia	5	2	0	.714	170	165
Dallas	3	3	1	.500	222	206
Washington	3	4	0	.429	180	170
N.Y. Giants	2	5	0	.286	153	177

North

	W	L	T	Pct	PF	PA
Green Bay	4	1	1	.750	158	125
Detroit	4	2	0	.667	191	142
Chicago	4	2	0	.667	152	155
Minnesota	3	3	0	.500	145	125

South

	W	L	T	Pct	PF	PA
Tampa Bay	5	1	0	.833	165	151
Carolina	4	3	0	.571	145	152
Atlanta	3	3	0	.500	110	120
New Orleans	1	6	0	.143	125	186

West

	W	L	T	Pct	PF	PA
San Francisco	5	2	0	.714	145	138
L.A. Rams	5	2	0	.714	175	117
Seattle	4	2	0	.667	166	117
Arizona	2	5	0	.286	153	154

Thursday's Score
Cincinnati 33, Pittsburgh 31

Sunday's Scores
L.A. Rams 35, Jacksonville 7
Chicago 26, New Orleans 14
Cleveland 31, Miami 6
Kansas City 31, Las Vegas 0
Philadelphia 28, Minnesota 22
Carolina 13, N.Y. Jets 6
New England 31, Tennessee 13
Denver 33, N.Y. Giants 32
Indianapolis 38, L.A. Chargers 24
Green Bay 27, Arizona 23
Dallas 44, Washington 22
San Francisco 20, Atlanta 10

Monday's Games
Tampa Bay at Detroit
Houston at Seattle
BYE: Buffalo, Baltimore

Thursday's Game
Minnesota at L.A. Chargers, 8:15 p.m.

Sunday's Games
Miami at Atlanta, 1 p.m.
Chicago at Baltimore, 1 p.m.
Buffalo at Carolina, 1 p.m.
N.Y. Jets at Cincinnati, 1 p.m.
San Francisco at Houston, 1 p.m.
Cleveland at New England, 1 p.m.
N.Y. Giants at Philadelphia, 1 p.m.
Tampa Bay at New Orleans, 4:05 p.m.
Dallas at Denver, 4:25 p.m.
Tennessee at Indianapolis, 4:25 p.m.
Green Bay at Pittsburgh, 8:20 p.m.

Monday, Oct. 27
Washington at Kansas City, 8:15 p.m.
BYE: Detroit, Las Vegas, L.A. Rams, Arizona, Seattle, Jacksonville

COLLEGE FOOTBALL

Tuesday's Games
Southeast
Kennesaw State at FIU, 7 p.m.
Western KY at Louisiana Tech, 7:30 p.m.

Wednesday's Games
East
Middle Tennessee at Delaware, 7:30 p.m.
West
Missouri State at New Mexico State, 9 p.m.

NHL

EASTERN CONFERENCE

Atlantic Division

	W	L	OT	Pts	GF	GA
Detroit	5	1	0	10	20	14
Montreal	4	2	0	8	21	18
Toronto	3	2	1	7	22	20
Florida	3	4	0	6	15	20
Boston	3	4	0	6	21	22
Buffalo	2	3	0	4	13	14
Ottawa	2	4	0	4	20	30
Tampa Bay	1	3	2	4	16	21

Metropolitan Division

	W	L	OT	Pts	GF	GA
Carolina	5	0	0	10	23	11
New Jersey	4	1	0	8	19	15
Pittsburgh	4	2	0	8	18	15
Washington	4	2	0	8	17	12
N.Y. Rangers	3	3	1	7	15	12
Philadelphia	2	2	1	5	13	14
Columbus	2	3	0	4	14	15
N.Y. Islanders	2	3	0	4	16	19

WESTERN CONFERENCE

Central Division

	W	L	OT	Pts	GF	GA
Colorado	5	0	1	11	21	10
Winnipeg	4	1	0	8	21	12
Utah	4	2	0	8	17	13
Chicago	3	2	2	8	22	18
St. Louis	3	2	0	6	15	18
Dallas	3	2	0	6	19	18
Nashville	2	2	2	6	15	19
Minnesota	2	3	1	5	17	22

Pacific Division

	W	L	OT	Pts	GF	GA
Vegas	4	0	2	10	26	19
Seattle	3	0	2	8	16	14
Vancouver	4	2	0	8	20	17
Anaheim	2	2	1	5	14	18
Edmonton	2	3	1	5	15	18
L.A. Kings	1	3	2	4	17	24
San Jose	0	3	2	2	13	25
Calgary	1	5	0	2	11	25

NOTE: Two points for a win, one for OT loss.

Sunday's Scores
Vancouver 4, Washington 3
Detroit 4, Edmonton 2
Chicago 2, Anaheim 1, OT
Utah 3, Boston 2

Monday's Games
Minnesota at N.Y. Rangers
Seattle at Philadelphia
Buffalo at Montreal
Winnipeg at Calgary
Carolina at Vegas

Tuesday's Games
San Jose at N.Y. Islanders, 7 p.m.
Vancouver at Pittsburgh, 7 p.m.
Edmonton at Ottawa, 7 p.m.
New Jersey at Toronto, 7 p.m.
Seattle at Washington, 7 p.m.
Florida at Boston, 7:30 p.m.
Columbus at Dallas, 8 p.m.
Anaheim at Nashville, 8 p.m.
L.A. Kings at St. Louis, 8 p.m.
Colorado at Utah, 10 p.m.

Wednesday's Games
Minnesota at New Jersey, 7 p.m.
Detroit at Buffalo, 7:30 p.m.
Montreal at Calgary, 8:30 p.m.

SOCCER

MLS

EASTERN CONFERENCE

	W	L	T	Pts	GF	GA
Philadelphia	20	8	6	66	57	35
Cincinnati	20	9	5	65	52	40
Inter Miami CF	19	7	8	65	81	55
Charlotte FC	19	13	2	59	55	46
NY City FC	17	12	5	56	50	44
Nashville	16	12	6	54	58	45
Columbus	14	8	12	54	55	51
Chicago	15	11	8	53	68	60
Orlando City	14	9	11	53	63	51
NY Red Bulls	12	15	7	43	48	47
New England	9	16	9	36	44	51
Toronto FC	6	14	14	32	37	44
CF Montreal	6	18	10	28	34	60
Atlanta	5	16	13	28	38	63
D.C. United	5	18	11	26	30	66

WESTERN CONFERENCE

	W	L	T	Pts	GF	GA
San Diego FC	19	9	6	63	64	41
Vancouver	18	7	9	63	66	38
Los Angeles FC	17	8	9	60	65	40
Minnesota	16	8	10	58	56	39
Seattle	15	9	10	55	58	48
Austin FC	13	13	8	47	37	45
FC Dallas	11	12	11	44	52	55
Portland	11	12	11	44	41	48
Real Salt Lake	12	17	5	41	38	49
San Jose	11	15	8	41	60	63
Colorado	11	15	8	41	44	56
Houston	9	15	10	37	43	56
Saint Louis	8	18	8	32	44	58
LA Galaxy	7	18	9	30	46	66
Sporting KC	7	20	7	28	46	70

Note: Three points for win, one point for tie.

Saturday's Scores
New England 2, Chicago 2
NY City FC 1, Seattle 2
Toronto FC 4, Orlando City 2
Nashville 2, Inter Miami CF 5
Cincinnati 3, CF Montreal 0
Atlanta 1, D.C. United 1
Charlotte FC 2, Philadelphia 0
Columbus 3, NY Red Bulls 1
LA Galaxy 2, Minnesota 1
Saint Louis 2, Real Salt Lake 2
Colorado 2, Los Angeles FC 2
Sporting KC 0, Houston 0
Portland 0, San Diego FC 4
San Jose 2, Austin FC 1
Vancouver 1, FC Dallas 2

Wednesday's Games
Orlando vs Chicago at Bridgeview, 8:30 p.m.
Real Salt Lake at Portland, 10:30 p.m.

Friday's Game
Nashville at Inter Miami CF, 8 p.m.

English Premier League

	GP	W	D	L	GF	GA	Pts
Arsenal	8	6	1	1	15	3	19
Man City	8	5	1	2	17	6	16
Liverpool	8	5	0	3	14	11	15
Bournemouth	8	4	3	1	14	11	15
Tottenham	8	4	2	2	14	7	14
Chelsea	8	4	2	2	16	9	14
Sunderland	8	4	2	2	9	6	14
Man United	8	4	1	3	11	12	13
Crystal Palace	8	3	4	1	12	8	13
Aston Villa	8	3	3	2	8	8	12
Brighton	8	3	3	2	12	11	12
Everton	8	3	2	3	9	9	11
Newcastle	8	2	3	3	7	7	9
Fulham	8	2	2	4	8	12	8
Leeds United	8	2	2	4	7	13	8
Brentford	7	2	1	4	9	12	7
Burnley	8	2	1	5	9	15	7
Nott'm Forest	8	1	2	5	5	15	5
West Ham	7	1	1	5	6	16	4
Wolverhampton	8	0	2	6	5	16	2

Note: Three points for win, one point for tie.

Saturday's Scores
Nottingham Forest 0, Chelsea 3
Burnley 2, Leeds United 0
Sunderland 2, Wolverhampton 0
Crystal Palace 3, AFC Bournemouth 3
Brighton & Hove Albion 2, Newcastle 1
Manchester City 2, Everton 0
Fulham 0, Arsenal 1

Sunday's Scores
Tottenham Hotspur 1, Aston Villa 2
Liverpool 1, Manchester United 2

Monday's Game
Brentford at West Ham United

Friday's Game
West Ham United at Leeds United, 3 p.m.

Saturday's Games
Chelsea vs. Sunderland, 10 a.m.
Newcastle vs. Fulham, 10 a.m.
Manchester United vs. Brighton, 12:30 p.m.
Brentford vs. Liverpool, 3 p.m.

Sunday's Games
Bournemouth vs. Nottingham Forest, 10 a.m.
Arsenal vs. Crystal Palace, 10 a.m.
Aston Villa vs. Manchester City, 10 a.m.
Wolverhampton vs. Burnley, 10 a.m.
Everton vs. Tottenham, 12:30 p.m.

NWSL

	W	L	D	Pts	GF	GA
Kansas City	20	3	2	62	47	12
Washington	12	5	8	44	42	32
Orlando	11	8	6	39	32	26
Seattle	10	7	8	38	31	28
San Diego	10	8	7	37	40	32
Portland	10	8	7	37	34	29
Gotham	9	7	9	36	33	22
Louisville	9	9	7	34	34	38
North Carolina	8	9	8	32	34	37
Houston	8	11	6	30	27	37
Angel City	7	12	6	27	30	39
Utah	5	13	7	22	27	42
Bay	4	13	8	20	26	40
Chicago	2	12	11	17	30	53

Note: Three points for win, one point for tie.

Friday's Scores
North Carolina 4, Bay 1
Seattle 2, Utah 1

Saturday's Scores
Orlando 3, Washington 2
Houston 1, Kansas City 0
San Diego 6, Chicago 1

Sunday's Scores
Gotham 2, Louisville 2
Portland 2, Angel City 0

NBA

Tuesday's Games
Houston at Oklahoma City, 7:30 p.m.
Golden State at L.A. Lakers, 10 p.m.

AUTO RACING

NASCAR Cup Series
YellaWood 500
Talladega Superspeedway
Sunday
1. (2) Chase Briscoe, Joe Gibbs Racing, 193, 50 points.
2. (27) Todd Gilliland, Front Row Motorsports, 193, 39.
3. (18) Ty Gibbs, Joe Gibbs Racing, 193, 49.
4. (10) Bubba Wallace, 23XI Racing, 193, 39.
5. (12) Cole Custer, Haas Factory Team, 193, 32.
6. (32) Carson Hocevar, Spire Motorsports, 193, 41.
7. (15) Tyler Reddick, 23XI Racing, 193, 39.
8. (7) Christopher Bell, Joe Gibbs Racing, 193, 36.
9. (23) Zane Smith, Front Row Motorsports, 193, 32.
10. (20) Brad Keselowski, RFK Racing, 193, 27.
11. (31) Shane Van Gisbergen, Trackhouse Racing, 193, 26.
12. (26) Daniel Suárez, Trackhouse Racing, 193, 25.
13. (24) Ross Chastain, Trackhouse Racing, 193, 24.
14. (28) John H. Nemechek, Legacy Motor Club, 193, 33.
15. (5) Ryan Preece, RFK Racing, 193, 22.
16. (16) Joey Logano, Team Penske, 193, 26.
17. (1) Michael McDowell, Spire Motorsports, 193, 24.
18. (40) Casey Mears, Garage 66, 193, 19.
19. (3) Kyle Busch, Richard Childress Racing, 193, 18.
20. (29) Ty Dillon, Kaulig Racing, 193, 17.
21. (38) Anthony Alfredo, Beard Motorsports, 193, 0.
22. (33) Austin Hill, Richard Childress Racing, 193, 0.
23. (8) Ryan Blaney, Team Penske, 193, 24.
24. (17) Denny Hamlin, Joe Gibbs Racing, 193, 13.
25. (13) William Byron, Hendrick Motorsports, 193, 19.
26. (19) Kyle Larson, Hendrick Motorsports, 193, 20.
27. (21) Austin Dillon, Richard Childress Racing, 191, 10.
28. (39) BJ McLeod, Live Fast Motorsports, 187, 0.
29. (11) Alex Bowman, Hendrick Motorsports, 187, 9.
30. (14) Chris Buescher, RFK Racing, 186, Accident 7.
31. (35) Cody Ware, Rick Ware Racing, 165, Engine 6.
32. (9) Riley Herbst, 23XI Racing, 141, Engine 5.
33. (6) Josh Berry, Wood Brothers Racing, 133, Drivetrain 4.
34. (4) Austin Cindric, Team Penske, 77, 3.
35. (30) Erik Jones, Legacy Motor Club, 55, Accident 2.
36. (36) Noah Gragson, Front Row Motorsports, 51, Accident 1.
37. (34) AJ Allmendinger, Kaulig Racing, 51, Accident 1.
38. (37) Ricky Stenhouse Jr, HYAK Motorsports, 51, Accident 1.
39. (22) Justin Haley, Spire Motorsports, 51, Accident 1.
40. (25) Chase Elliott, Hendrick Motorsports, 51, Accident 1.

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PUBLIC NOTICE

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Vehicle Exhaust Removal and Filtering Systems to result in a procurement solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than December 9, 2025 at 4:30 p.m. Central Time, and late proposals will not be considered.

CAREERS

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PUBLIC NOTICE

Objection Deadline: 11/18/2025 at 4:00 PM. **Hearing Date:** 11/25/2025 at 11:30 A.M.
UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY

In re:
Powin, LLC, *et al.*,[1]
Debtors.

Chapter 11
Case No. 25-16137 (MBK)
(Jointly Administered)

NOTICE OF (I) COMBINED HEARING TO CONSIDER APPROVAL OF DISCLOSURE STATEMENT ON FINAL BASIS AND PLAN CONFIRMATION AND (II) RELATED VOTING AND OBJECTION DEADLINE

PLEASE TAKE NOTICE that on June 9, 2025 and thereafter (the "Petition Date"), Powin, LLC and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors") in the above captioned chapter 11 cases (the "Chapter 11 Cases") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court").

PLEASE TAKE FURTHER NOTICE that on October 14, 2025, the Bankruptcy Court entered an order [Docket No. 939] (the "Solicitation Procedures Order") (a) conditionally approving the *Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof and the Official Committee of Unsecured Creditors* [Docket No. 914] (as may be amended, modified, or supplemented from time to time and including all exhibits and supplements thereto, the "Combined Plan and Disclosure Statement" or the "Plan")[2], solely as it relates to the disclosures contained therein, as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code, pending final approval at the Combined Hearing (as defined below); (b) authorizing the Debtors and the Official Committee of Unsecured Creditors (together, the "Plan Proponents") to solicit acceptances for the Combined Plan and Disclosure Statement; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, noticing, receiving, and tabulating votes on the Plan and for filing objections to the Plan or final approval of the Disclosure Statement.

PLEASE TAKE FURTHER NOTICE that the hearing at which the Bankruptcy Court will consider final confirmation of the Combined Plan and Disclosure Statement (the "Combined Hearing") will commence on **November 25 at 11:30 a.m. (prevailing Eastern Time)**, or such other time that the Bankruptcy Court determines, before the Honorable Michael B. Kaplan, United States Bankruptcy Judge, Clarkson S. Fisher United States Courthouse, 402 East State Street, Second Floor, Courtroom 8, Trenton, NJ 08608.

PLEASE TAKE FURTHER NOTICE that the Combined Hearing will be conducted **as a hybrid hearing, either in person or via Zoom for Government**. Parties wishing to present argument **must** be present in the Courtroom. Counsel who do not intend to argue but who wish to observe, or counsel who do not intend to argue but wish to have speaking capabilities, if necessary, to preserve their rights, or counsel with unavoidable conflicts or extenuating circumstances, may request to appear remotely by sending an email to Chambers (chambers_of_mbk@njb.uscourts.gov) indicating the name of the person appearing, their email address, their affiliation, and whom they represent or their interest in these Chapter 11 Cases. If the request is approved, the participant will receive appropriate credentials and further instruction.

PLEASE TAKE FURTHER NOTICE that the Combined Hearing may be continued from time to time by the Bankruptcy Court or the Plan Proponents **without further notice** other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on all parties entitled to notice.

CRITICAL INFORMATION REGARDING VOTING ON THE PLAN

Voting Record Date. The voting record date is **October 10, 2025** (the "Voting Record Date"), which is the date for determining which certain Holders of Claims are entitled to vote on the Plan.

Voting Deadline. The deadline for voting on the Plan is on **November 18, 2025 at 4:00 p.m. (prevailing Eastern Time)** (the "Voting Deadline"). If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan, you **must**: (a) follow the instructions carefully; (b) complete **all** of the required information on the ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is **actually received** by the Debtors' voting agent Verita Global (the "Voting Agent") on or before the Voting Deadline. **A failure to follow such instructions may disqualify your vote.**

Creditors Entitled to Vote. Only Holders of Allowed Claims in Class 3 (WARN Act Claims), Class 4 (Settled Priority Claims), and Class 5 (General Unsecured Claims) are entitled to vote to accept or reject the Plan. Holders of Claims in Class 1 (Priority Non-Tax Claims) and Class 2 (Other Secured Claims) are unimpaired and are not entitled to vote on the Plan, because such Claims and Interests deemed to accept the Plan on account of such unimpaired status. Holders of Claims and Interests in Class 6 (Intercompany Claims) and Class 7 (Interests) (together, with Holders of Claims in Class 1 and Class 2, the "Non-Voting Classes") are not entitled to vote on the Plan because such Holders are not receiving or retaining any value under the Plan and, thus, are deemed to reject the Plan. Creditors in Non-Voting Classes will not receive a Ballot and are receiving this notice for informational purposes to provide notice of the Combined Hearing, the Combined Objection Deadline, the Third Party Release provided for in Section 15.2(b) of the Plan (which applies to **all** Holders of Claims, whether or not they are entitled to vote on the Plan), and instructions for how to opt-out of such Third Party Release.

Third Party Release. Section 15.2 of the Plan provides that all Holders of Claims (whether or not entitled to vote on the Plan) who **DO NOT OPT OUT** of the Third Party Release set forth in section 15.2(b) of the Plan **will be releasing certain parties involved in the Chapter 11 Cases. IN ORDER TO OPT OUT:**

- Holders of Claims in Classes 3, 4 and 5 will receive a Ballot containing a section (Item 4) allowing them to opt out of the Third Party Release contained in the Plan. In order to validly opt out of the Third Party Release, Holders of Claims in Classes 3, 4 and 5 **must** complete the opt out election in Item 4 of their Ballot and submit it in accordance with the instructions set forth in the Ballot. **Creditors who vote to reject the Plan or abstain from voting on the Plan and do not complete the opt out election in Item 4 of their Ballot will be considered a Releasing Party in relation to the Third Party Release under the Plan and will be bound by the Third Party Release.**
- Holders of Claims in Non-Voting Classes will receive a Release Opt-Out Election Form allowing them to opt out of the Third Party Release in the Plan. In order to validly opt out of the Third Party Release, Holders of Claims in Non-Voting Classes **must** complete the Release Opt-Out Election Form and submit it in accordance with the instructions set forth in the Release Opt-Out Election Form. **Holders of Claims in Non-Voting Classes who fail to timely submit the Release Opt-Out Election Form will be considered a Releasing Party in relation to the Third Party Release under the Plan and will be bound by the Third Party Release.**

CRITICAL INFORMATION REGARDING OBJECTING TO THE COMBINED PLAN AND DISCLOSURE STATEMENT

Objection Deadline. The deadline for filing objections to the Combined Plan and Disclosure Statement or the adequacy of the disclosures contained therein is **November 18, 2025 at 4:00 p.m. (prevailing Eastern Time)** (the "Confirmation Objection Deadline"). All objections to the relief sought at the Combined Hearing **must**: (a) be in writing; (b) state in particularity the basis of the objection; and (c) be filed with the Clerk of the Bankruptcy Court electronically by attorneys who regularly practice before the Bankruptcy Court in accordance with the *General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents* dated March 27, 2002 (the "General Order") and the *Commentary Supplementing Administrative Procedures* dated as of March 2004 (the "Supplemental Commentary") (the General Order, the Supplemental Commentary and the User's Manual for the Electronic Case Filing System can be found at www.njb.uscourts.gov, the official website for the Bankruptcy Court) and, by all other parties-in-interest, if not otherwise filed with the Clerk of the Court electronically, via hard copy, and shall be served in accordance with the General Order and the Supplemental Commentary upon the following parties so as to be **actually received** on or before the Combined Objection Deadline:

(a) The Debtors c/o Uzzi & Lall, One Liberty Plaza, 165 Broadway 23rd Floor, New York, NY (Attn: Gerard Uzzi, guzzi@uzzilall.com);
(b) Counsel to the Debtors, Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, CA 90018 (Attn: Tania M. Moyron, tania.moyron@dentons.com, and Van C. Durrer II, van.durrer@dentons.com);
(c) Counsel to the Debtors, Togut, Segal & Segal LLP, One Penn Plaza, Suite 3335, New York, NY 10119 (Attn: Frank A. Oswald, frankoswald@teamtogut.com);
(d) Counsel for the Official Committee of Unsecured Creditors, Brown Rudnick LLP, Seven Times Square, New York, NY 10036 (Attn: Robert J. Stark, rstark@brownrudnick.com, Kenneth Aulet, kaulet@brownrudnick.com, and Bennett S. Silverberg, bsilverberg@brownrudnick.com);
(e) Counsel for the Official Committee of Unsecured Creditors, Genova Burns LLC, 110 Allen Road, Suite 304, Basking Ridge, NJ 07920 (Attn: Daniel M. Stolz, dstolz@genovaburns.com); and
(f) The Office of the United States Trustee, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, NJ 07102 (Attn: Jeffrey M. Sponder, jeffrey.m.sponder@usdoj.gov).

ONLY THOSE RESPONSES OR OBJECTIONS THAT ARE TIMELY FILED AND RECEIVED WILL BE CONSIDERED BY THE BANKRUPTCY COURT. RESPONSES OR OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH ABOVE WILL NOT BE CONSIDERED AND WILL BE DEEMED OVERRULED.

ADDITIONAL INFORMATION

Obtaining Solicitation Materials. If you should have any questions about the Solicitation Package or if you would like to obtain paper copies or additional copies of the solicitation materials, please contact the Debtors' Voting Agent by: (a) visiting the Debtors' case website at: https://www.veritaglobal.net/powin (where you can obtain electronic copies of all documents filed with the Bankruptcy Court for free); (b) writing to the Voting Agent at Powin Ballot Processing c/o KCC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) calling the Voting Agent at (866) 507-8031 (U.S./Canada) or (781) 575-2122 (International); (d) emailing powininfo@veritaglobal.com (with "In re Powin, LLC – Solicitation Inquiry" in the subject line); or (e) submitting an inquiry to the Voting Agent at: https://www.veritaglobal.net/powin/inquiry. You may also obtain copies of any pleadings filed with the Court by visiting the Bankruptcy Court's website at https://njb.uscourts.gov/ (in accordance with the procedures and fees set forth therein). Please be advised that the Voting Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may **not** advise you as to the Plan, the interpretation or meaning of any of the provisions contained therein, or whether you should vote to accept or reject the Plan, and will not provide you with any legal or financial advice in connection with the Plan.

Filing the Plan Supplement. The Plan Proponents will file the Plan Supplement (as defined in the Plan) no later than **November 7, 2025** and will serve notice on all Holders of Claims entitled to vote on the Plan, which will: (a) inform parties that the Debtors filed the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) include a copy of the Plan Supplement.

BINDING NATURE OF THE PLAN

IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER RECEIVES OR RETAINS ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THESE CHAPTER 11 CASES, FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, VOTED TO REJECT THE PLAN, OR IS NOT ENTITLED TO VOTE ON THE PLAN.

Dated: 10/21/2025

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[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., [

Exhibit 6

(Notice of Filing of Plan Supplement)

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Counsel for the Official Committee of Unsecured Creditors

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
Powin, LLC, *et al.*,[1]	Case No. 25-16137 (MBK)
Debtors.	(Jointly Administered)

NOTICE OF FILING OF AMENDED PLAN SUPPLEMENT

PLEASE TAKE NOTICE that on June 9, 2025 and thereafter (the "Petition Date"), Powin, LLC and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors") in the above captioned chapter 11 cases (the "Chapter 11 Cases") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court").

PLEASE TAKE FURTHER NOTICE that on October 14, 2025, the Bankruptcy Court entered an order [Docket No. 939] (the "Solicitation Procedures Order") (a) conditionally approving the *Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof and the Official Committee of Unsecured Creditors* [Docket No. 914] (as may be amended, modified, or supplemented from time to time and including all exhibits and supplements thereto, the "Combined Plan and Disclosure Statement" or the "Plan"),[2] solely as it relates to the disclosures contained therein, as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code, pending final approval at the Combined Hearing (as defined below); (b) authorizing the Debtors and the Official Committee of Unsecured Creditors (together, the "Plan Proponents") to solicit acceptances for the Combined Plan and Disclosure Statement; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages"); and (d) approving procedures for soliciting, noticing, receiving, and tabulating votes on the Plan and for filing objections to the Plan or final approval of the Disclosure Statement.

PLEASE TAKE FURTHER NOTICE THAT, on November 7, 2025, the Debtors filed the Notice of Filing Plan Supplement [Docket No. 1036] (the "Initial Plan Supplement") in support of the Plan.

PLEASE TAKE FURTHER NOTICE that as contemplated by the Plan and the Solicitation Procedures Order, the Debtors hereby file this first amendment to the Plan Supplement (the "Amended Plan

[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 [15241]; (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]; (xii) Powin Canada B.C. Ltd. [2239]; and (xiii) Powin EKS SellCo, LLC [9110]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Combined Plan and Disclosure Statement.

Supplement") with the Bankruptcy Court, which amends and supersedes the Initial Plan Supplement. The Amended Plan Supplement contains the following documents:

- **EXHIBIT A**: Schedule of Assumed Executory Contracts and Unexpired Leases
- **EXHIBIT B**: Schedule of Retained Causes of Action
- **EXHIBIT C**: Liquidating Trust Agreement
- **EXHIBIT D**: Direct Claims Trust Agreement
- **EXHIBIT E**: Service Provider Payments Schedule
- **EXHIBIT F**: Initial Trust Budget
- **EXHIBIT G**: Liquidation Analysis
- **EXHIBIT H**: Notice of Settled Priority Claim
- **EXHIBIT I**: Notice of Settlement of WARN Claims

PLEASE TAKE FURTHER NOTICE that the hearing at which the Bankruptcy Court will consider final confirmation of the Combined Plan and Disclosure Statement (the "Combined Hearing") will commence on **November 25, 2025 at 11:30 a.m. (prevailing Eastern Time)**, or such other time that the Bankruptcy Court determines, before the Honorable Michael B. Kaplan, United States Bankruptcy Judge, Clarkson S. Fisher United States Courthouse, 402 East State Street, Second Floor, Courtroom 8, Trenton, NJ 08608.

PLEASE TAKE FURTHER NOTICE that the deadline for filing objections to the Combined Plan and Disclosure Statement or the adequacy of the disclosures contained therein is **November 18, 2025 at 4:00 p.m. (prevailing Eastern Time)** (the "Confirmation Objection Deadline"). All objections to the relief sought at the Combined Hearing **must**: (a) be in writing; (b) state in particularity the basis of the objection; and (c) be filed with the Clerk of the Bankruptcy Court electronically by attorneys who regularly practice before the Bankruptcy Court in accordance with the *General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents* dated March 27, 2002 (the "General Order") and the *Commentary Supplementing Administrative Procedures* dated as of March 2004 (the "Supplemental Commentary") (the General Order, the Supplemental Commentary and the User's Manual for the Electronic Case Filing System can be found at www.njb.uscourts.gov, the official website for the Bankruptcy Court) and, by all other parties-in-interest, if not otherwise filed with the Clerk of the Court electronically, via hard copy, and shall be served in accordance with the General Order and the Supplemental Commentary upon the following parties so as to be **actually received** on or before the Combined Objection Deadline:

(a) The Debtors c/o Uzzi & Lall, One Liberty Plaza, 115 Broadway, 5th Floor, New York, NY 10006 (Attn: Gerard Uzzi, guzzi@uzzilall.com);

(b) Counsel to the Debtors, Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, CA 90018 (Attn: Tania M. Moyron, tania.moyron@dentons.com, and Van C. Durrer II, van.durrer@dentons.com);

(c) Counsel to the Debtors, Togut, Segal & Segal LLP, One Penn Plaza, Suite 3335, New York, NY 10119 (Attn: Frank A. Oswald, frankoswald@teamtogut.com);

(d) Counsel for the Official Committee of Unsecured Creditors, Brown Rudnick LLP, Seven Times Square, New York, NY 10036 (Attn: Robert J. Stark, rstark@brownrudnick.com, Kenneth Aulet, kaulet@brownrudnick.com, and Bennett S. Silverberg, bsilverberg@brownrudnick.com);

(e) Counsel for the Official Committee of Unsecured Creditors, Genova Burns LLC, 110 Allen Road, Suite 304, Basking Ridge, NJ 07920 (Attn: Daniel M. Stolz, dstolz@genovaburns.com); and

(f) The Office of the United States Trustee, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, NJ 07102 (Attn: Jeffrey M. Sponder, jeffrey.m.sponder@usdoj.gov).

ONLY THOSE RESPONSES OR OBJECTIONS THAT ARE TIMELY FILED AND RECEIVED WILL BE CONSIDERED BY THE BANKRUPTCY COURT. RESPONSES OR OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH ABOVE WILL NOT BE CONSIDERED AND WILL BE DEEMED OVERRULED.

PLEASE TAKE FURTHER NOTICE that if you should have any questions about the Amended Plan Supplement, the Solicitation Package or if you would like to obtain paper copies or additional copies of the Plan, the Amended Plan Supplement or any other solicitation materials, please contact the Debtors' voting agent, Verita Global (the "Voting Agent") by: (a) visiting the Debtors' case website at: https://www.veritaglobal.net/powin (where you can obtain electronic copies of all documents filed with the Bankruptcy Court for free); (b) writing to the Voting Agent at Powin Ballot Processing c/o KCC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) calling the Voting Agent at (866) 507-8031 (U.S./Canada) or (781) 575-2122 (International); (d) emailing powininfo@veritaglobal.com (with "In re Powin, LLC – Solicitation Inquiry" in the subject line); or (e) submitting an inquiry to the Voting Agent at: https://www.veritaglobal.net/powin/inquiry. You may also obtain copies of any pleadings filed with the Court by visiting the Bankruptcy Court's website at https://njb.uscourts.gov/ (in accordance with the procedures and fees set forth therein). Please be advised that the Voting Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may **not** advise you as to the Plan, the interpretation or meaning of any of the provisions contained therein, or whether you should vote to accept or reject the Plan, and will not provide you with any legal or financial advice in connection with the Plan.

SECTION 15.2 OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND SECTION 15.2(b) CONTAINS A THIRD-PARTY RELEASE.

YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED.

THIS NOTICE IS BEING SET TO YOU FOR INFORMATIONAL PURPOSES ONLY.

BINDING NATURE OF THE PLAN

IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER RECEIVES OR RETAINS ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THESE CHAPTER 11 CASES, FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, VOTED TO REJECT THE PLAN, OR IS NOT ENTITLED TO VOTE ON THE PLAN.

Dated: November 8, 2025

POWIN, LLC, *et al.*
Debtors and Debtors in Possession
By their Counsel

DENTONS US LLP,

/s/ Tania M. Moyron
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Exhibit 7

(Schedule of Assumed Executory Contracts and Unexpired Leases - Exh. A)

EXHIBIT A

(Schedule of Assumed Executory Contracts and Unexpired Leases)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re: Powin, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-16137 (MBK) (Jointly Administered)

ASSUMED EXECUTORY CONTRACT AND UNEXPIRED LEASE LIST[2]

Debtor Party	Counterparty Name	Contract Type
Powin, LLC	activpayroll Ltd.	Master Services Agreement, all outstanding sales quotes, proposals or purchase orders, and all other service and ancillary agreements related thereto
Powin, LLC	CT Corporation System	Order Form - Term and Fees (Quote No. Q-07587) and all other outstanding sales quotes, proposals or purchase orders, including all other service and ancillary agreements related thereto

[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]; (xii) Powin Canada B.C. Ltd. [2239]; and (xiii) Powin EKS SellCo, LLC [9110] . The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

[2] Neither the exclusion nor inclusion of any Executory Contract on this Assumed Executory Contract and Unexpired Lease List, nor anything contained in the *Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof and the Official Committee of Unsecured Creditors* [D.I. 914] (the "Plan"), shall constitute an admission by the Debtors or the Liquidating Trust, as applicable, that any contract is in fact an Executory Contract subject to assumption or rejection pursuant to section 365(a) of the Bankruptcy Code, or that any of the Debtors or the Liquidating Trust, as applicable, has any liability thereunder. The Debtors reserve all rights to amend and/or supplement this Assumed Executory Contract and Unexpired Lease List. Each Executory Contract on this list shall include any amendment, modification, or supplement thereto.

Exhibit 8

(Schedule of Retained Causes of Action - Exh. B)

EXHIBIT B

(Schedule of Retained Causes of Action)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re: Powin, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-16137 (MBK) (Jointly Administered)

SCHEDULE OF RETAINED CAUSES OF ACTION

The Debtors reserve all rights to amend, revise, or supplement this Exhibit B to the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the *Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof and the Official Committee of Unsecured Creditors* [D.I. 914] (the "Plan"),[2] or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

Except as otherwise expressly provided in the Plan, including, without limitation, with respect to the Released Parties, all rights to commence and pursue any and all Causes of Action against any Entity, including, without limitation, Causes of Action that are not expressly identified in this Schedule of Retained Causes of Action, are reserved. Neither confirmation of the Plan nor the occurrence of the Effective Date shall in any way affect such rights.

Without in any way limiting the foregoing or the provisions of Section 15.5 of the Plan, from and after the Effective Date, the Liquidating Trustee shall have all rights to enforce, commence, and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in this Schedule of Retained Causes of Action, including, without limitation the right to commence, prosecute, or settle such Causes of Action, which shall be preserved notwithstanding the occurrence of the Effective Date. For the avoidance of doubt, such Causes of Action shall include, without limitation, the following:

[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]; (xii) Powin Canada B.C. Ltd. [2239]; and (xiii) Powin EKS SellCo, LLC [9110] . The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

[2] Capitalized terms not otherwise defined herein shall have the meaning afforded in the Plan.

Item No.	Description	Nature of Action
1.	Any and all Avoidance Actions, and all other claims in avoidance, recovery, and/or subordination.	To be determined
2.	Any and all tort claims, including but not limited to breach of fiduciary duty claims, alter ego claims, aiding and abetting claims, against any party other than one released under the Plan.	To be determined
3.	Claim regarding CBP's HTS Code classification and country of origin ruling.	Customs Designation
4.	Claim by Powin regarding payments withheld under Texas 11, 12, and 23 Supply Agreements and the Big Beau project.	Dispute over Liquidated Damages
5.	All claims arising in connection with *Ameresco, Inc. and Kupono Solar, LLC v. Powin, LLC*, Case No. N24C-04-012 VLM (Del. C.P.).	Dispute over payments under certain contracts
6.	All claims arising from arbitration with C3 Controls (Case No. 1-25-0001-9527) (AAA).	Contract Dispute
7.	All claims arising from arbitration with *Contemporary Amperex Technology Co., Ltd v. Powin, LLC,* Case No. 25-cv-00442 (District Court Arbitration).	Contract Dispute
8.	All claims arising in connection with *Contemporary Amperex Technology Co., Ltd v. Powin, LLC* Case No. 24-cv-59255 (Wash. Cnty. Cir. Ct.).	Contract Dispute
9.	All claims arising from arbitration with *Contemporary Amperex Technology Co., Ltd v. Powin, LLC,* Case No. HKIAC/PA24206 (Hong Kong International Arbitration).	Contract Dispute
10.	All claims arising in connection with action against Enel Produzione S.p.A, Case No. 35416/2022 (Court of Rome).	Breach of Supply and Services Contract
11.	All claims arising from arbitration with Honeywell/Saturn Power (Case No. 01-23-0004-3145) (AAA).	Dispute over insurance and property damage

12.	All claims arising in connection with *Jan Jacobson v. Powin, LLC, Powin Energy Corporation*, Case No. 24CV22016 (Or. Cir. Ct.).	Breach of Contract
13.	All claims arising in connection with *Powin Energy Corporation v. United States*, Case No. 23-00092 (Ct. Int'l Trade).	Customs Designation/ Import Designation/ Tariff Refunds
14.	All claims arising in connection with *Powin LLC v. United States*, Case No. 25-00020 (Ct. Int'l Trade).	Customs Designation/ Import Designation/ Tariff Refunds
15.	All claims arising from arbitration with *Prevalon/Hecate Energy Johanna Facility/Mistubishi v. Powin*, Case No. 01-24-0008-1077 (AAA).	Breach of LTSA
16.	All claims arising from arbitration with STEM, Case No. 1-25-0001-0138 (AAA).	Breach of Various Agreements
17.	All claims against The Sleeper Group.	Breach of Contract
18.	All claims against UQI Storage.	Claim for Demurrage Charges
19.	All claims against Wilson Fire Equipment & Service Co., Inc.	Breach of Contract Unpaid Invoices
20.	All claims against CIMC Energy Storage Technology Co., Ltd., CIMC Technology Co., Ltd., Qingdao CIMC Container Manufacture Co. Ltd., China International Marine Containers (Group) Co., Ltd., and any other affiliate entities.	To be determined
21.	All claims against any parties not released in the Plan, as set forth in the definitions therein.	To be determined
22.	All claims and causes of action arising in connection with recoveries on account of all unpaid accounts receivable.	To be determined
23.	All Direct Claims, as defined in the Plan, against Non-Debtor parties who are not Released Parties related to or in connection with these Chapter 11 Cases including those which may be asserted against the Debtors' Prepetition Lenders and their affiliates, or the former directors, officers, shareholders or insiders of the Debtors, or the prepetition advisors or professionals retained by the Debtors in each case to the extent they are not otherwise Released Parties.	To be determined

24.	All claims in connection with turnover of cash collateral accounts securing bonds, credit card programs, and other financing obligations.	To be determined
25.	All claims arising in connection with the Energy Equipment Supply Agreement or escrow agreement with Pulse Clean Energy SPV Watt Limited.	To be determined
26.	All claims arising in connection with the Energy Equipment Supply Agreement or escrow agreement with DTE Energy.	To be determined

Exhibit 9

(Liquidating Trust Agreement - Exh. C)

EXHIBIT C

(Liquidating Trust Agreement)

POWIN LIQUIDATING TRUST

POWIN LIQUIDATING TRUST AGREEMENT

Dated as of [●], 2025

Pursuant to the Joint Combined Disclosure Statement and

Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof

and the Official Committee of Unsecured Creditors

Dated October 15, 2025

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POWIN LIQUIDATING TRUST AGREEMENT

This Powin Liquidating Trust Agreement (this "**Trust Agreement**"), dated the date set forth on the signature page hereof and effective as of the Effective Date, is entered into pursuant to the Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates thereof and the Official Committee of Unsecured Creditors Docket No. [939] (as may be further amended or modified, the "**Plan**"),[1] in Case No. 25-16137 (MBK) in the United States Bankruptcy Court for the District of Delaware ("**Bankruptcy Court**") by the Trustee identified on the signature pages hereof (the "**Trustee**") and [_____] (the "**Delaware Trustee**"), and the members of the Oversight Committee who are the individuals further identified on the signature page hereto (together with any successors serving in such capacity, the "**TOC**" and, together with the Trustee and the Delaware Trustee, the "**Parties**").

RECITALS

WHEREAS, the Plan contemplates the creation of the Powin Liquidating Trust (the "**Liquidating Trust**");

WHEREAS, the Confirmation Order has been entered by the Bankruptcy Court;

WHEREAS, pursuant to the Plan, the Liquidating Trust is established to (i) receive and liquidate, sell, or dispose of the Liquidating Trust Assets as set forth in the Plan; (ii) cause all net proceeds of the Liquidating Trust Assets, including proceeds of Causes of Action on behalf of the

---

[1] All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Plan, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or in the Plan, but defined in the Bankruptcy Code or Bankruptcy Rules, shall have the meanings ascribed to them by the Bankruptcy Code and Bankruptcy Rules, and such definitions are incorporated herein by reference.

Liquidating Trust, to be deposited into the Liquidating Trust; (iii) initiate actions to resolve any remaining issues regarding the allowance and payment of Claims including, as necessary, initiation and/or participation in proceedings before the Court; (iv) to take such actions as are necessary or useful to maximize the recoveries to holders of Allowed General Unsecured Claims (the "**Liquidating Trust Beneficiaries**" and the interests in the Liquidating Trust held by such Liquidating Trust Beneficiaries, the "**Liquidating Trust Interests**"); (v) effectuate the wind-down of the Debtors as set forth in the Plan; and (vi) in its capacity as Distribution Agent, to make the payments and distributions ("**Liquidating Trust Distributions**") to Holders of Allowed Claims, including Holders of Allowed Administrative, Priority, and General Unsecured Claims in accordance with the Plan, the Confirmation Order and this Trust Agreement (the "**Governing Documents**") and otherwise implement the Plan;

WHEREAS, the Trustee shall administer the Liquidating Trust in accordance with the terms of the Governing Documents;

WHEREAS, pursuant to the Plan, the Liquidating Trust is intended to qualify as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations, and a "grantor trust" for United States federal income tax purposes, pursuant to Sections 671-679 of the Internal Revenue Code (the "**IRC**"), with the Liquidating Trust Beneficiaries treated as the grantors of the Liquidating Trust, except with respect to any Disputed Ownership Fund pursuant to Section 5.3(c); and

WHEREAS, pursuant to the Plan, the Trustee shall also serve in the capacity of Wind-Down Officer of the Debtors and their affiliated entities in accordance with the terms of the Confirmation Order, the Plan, and the terms set forth in **Exhibit 1**.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

AGREEMENT OF TRUST

1.1 Creation and Name

There is hereby created a trust known as the "Powin Liquidating Trust." The Trustee of the Liquidating Trust may transact the business and affairs of the Liquidating Trust in the name of the Liquidating Trust, and references herein to the Liquidating Trust shall include the Trustee acting on behalf of the Liquidating Trust. It is the intention of the Parties that the Liquidating Trust qualify as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations and that this Trust Agreement constitute the governing instrument of the Liquidating Trust, except with respect to any Disputed Ownership Fund. The Trustee and the Delaware Trustee are hereby authorized and directed to execute and file a Certificate of Trust with the Delaware Secretary of State in the form attached hereto as **Exhibit 2**.

1.2 Purpose

The purposes of the Liquidating Trust are to:

(a) receive and liquidate the Liquidating Trust Assets pursuant to the terms of the Plan and the Confirmation Order;

(b) pursue, and if applicable, resolve (by way of settlement, judgment, or otherwise) the Causes of Action, in accordance with the Plan;

(c) hold, manage, protect and invest the Liquidating Trust Assets, together with any income or gain earned thereon and proceeds derived therefrom (collectively, the "**Trust Assets**"), and monetize any non-liquid Trust Assets, in accordance with the terms of the Governing Documents for the benefit of the Liquidating Trust Beneficiaries, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purposes of the Liquidating Trust;

(d) make distributions of Trust Assets to Liquidating Trust Beneficiaries in accordance with and subject to the terms of this Trust Agreement and the Plan;

(e) qualify at all times as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations, except with respect to any Disputed Ownership Fund; and

(f) engage in any lawful activity that is appropriate and in furtherance of the purposes of the Liquidating Trust to the extent consistent with the Governing Documents.

1.3 **Transfer of Assets**

Pursuant to, and in accordance with Article 13.3(c) of the Plan, the Liquidating Trust has received the Liquidating Trust Assets to fund the Liquidating Trust. The Liquidating Trust Assets and any other assets to be transferred to the Liquidating Trust under the Plan will be transferred to the Liquidating Trust free and clear of any liens or other claims by the Debtors, any creditor, or other entity.

Notwithstanding anything to the contrary herein or in the Plan, the Liquidating Trust shall waive, and shall not pursue or seek to monetize, any and all preference actions, including which may be asserted pursuant to section 547 of the Bankruptcy Code, against any Contributing Direct

Claim Holder. For the avoidance of doubt, all preference actions against entities that are not a Contributing Direct Claim Holder shall not be waived.

The Direct Claims Trust and this Liquidating Trust have a common, joint interest in the Causes of Action. Pursuant to the terms of this Trust Agreement, the Trustee is authorized to utilize any privileged documents or communications in his or her capacity as Direct Claims Trustee, and the Trustee is authorized to utilize any privileged documents belonging to the Direct Claims Trust in his or her capacity as Trustee, in each case without any prior notification to the Contributing Direct Claim Holders, and the Trustee is authorized to receive and utilize any such privileged documents or communications in his or her discretion, in connection with the Causes of Action.

For purposes of this Section 1.3, "privilege" means attorney-client privilege or work product protection (or both as the case may be) as those terms are defined in Federal Rule of Evidence 502(g) or any other privilege or immunity available under any applicable law. All communications between the Trustee and the TOC shall be deemed privileged and confidential communications, it being acknowledged that the subject matter of such communications is with respect to common litigation interests. Such communications shall not be disclosed to any third parties except as may be required by an order of a court of competent jurisdiction upon prior notice to the Trustee or to the extent permitted under the cooperation provisions of this Section 1.3; provided, however, that the Trustee may reference or utilize such communications in a complaint or other court pleading; provided, further, that the Trustee takes customary precautions to preserve the confidentiality of such documents including but not limited to filing such complaints or other court pleadings under seal or redact references to such documents and/or communications, as appropriate, unless a court of competent jurisdiction orders otherwise. For the avoidance of doubt,

the TOC, each member serving on the TOC, each Liquidating Trust Beneficiary shall have no right, title or interest in and/or to any privilege or immunity that the Contributing Direct Claim Holders transfer, assign, and deliver to the Direct Claims Trust and the Trustee in his or her capacity as the Direct Claims Trustee, and such privilege and immunity shall only be the Direct Claims Trust's and Trustee's in its capacity as the Direct Claims Trustee to preserve, assert or waive.

1.4 **Acceptance of Assets and Assumption of Liabilities**

(a) In furtherance of the purposes of the Liquidating Trust, the Liquidating Trust hereby expressly accepts the transfer to the Liquidating Trust of the Liquidating Trust Assets in the time and manner as, and subject to the terms, contemplated in the Plan.

(b) In furtherance of the purposes of the Liquidating Trust, except as otherwise provided in this Trust Agreement or the Plan, the Liquidating Trust shall have and retain any and all rights and defenses the Debtors had with respect to any Cause of Action immediately before the Effective Date to the extent necessary to administer such Cause of Action in accordance with this Trust Agreement and the Plan.

(c) Notwithstanding anything to the contrary herein, no provision herein shall be construed or implemented in a manner that would cause the Liquidating Trust to fail to qualify as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations.

(d) In this Trust Agreement, the words "must," "will," and "shall" are intended to have the same mandatory force and effect, while the word "may" is intended to be permissive rather than mandatory.

(e) The Bankruptcy Court shall have continuing jurisdiction over the Liquidating Trust, provided, however, that the courts of the State of Delaware, including any federal court located therein, shall also have jurisdiction over the Liquidating Trust.

ARTICLE II

POWERS, TRUST ADMINISTRATION, AND REPORTING

2.1 **Powers**

(a) The Trustee is and shall act as a fiduciary to the Liquidating Trust in accordance with the provisions of the Governing Documents. The Trustee shall, at all times, administer the Liquidating Trust in accordance with the purposes set forth in Section 1.2 above and the Plan. Subject to the limitations set forth in the Governing Documents, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or proper to fulfil the purposes of the Liquidating Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto and not inconsistent with the requirements of Section 2.2 below, and any trust power now or hereafter permitted under the laws of the State of Delaware.

(b) Except as required by applicable law or as otherwise specified herein or in the Plan or the Confirmation Order, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(c) Without limiting the generality of Section 2.1(a) above, and except as limited herein, including as set forth in Sections 4.14 and 4.15 of this Trust Agreement, or by the Plan, the Trustee shall have the power to:

(i) receive and hold the Liquidating Trust Assets and exercise all rights with respect thereto;

(ii) invest the monies held from time to time by the Liquidating Trust in accordance with the Investment Guidelines pursuant to Section 3.2 below;

(iii) incur expenses and other obligations of the Liquidating Trust necessary to carry out the purposes of the Liquidating Trust in accordance with this Trust Agreement and the Plan, and pay or satisfy such obligations from the Liquidating Trust Assets as set forth in this Trust Agreement and the Plan;

(iv) to borrow such sums of money or enter into litigation funding agreements, at any time and from time to time, for such periods of time, upon such terms and conditions, from such Persons, for such purposes as the Trustee deems reasonable;

(v) establish such funds, reserves, and accounts within the Liquidating Trust, as the Trustee deems useful in carrying out the purposes of the Liquidating Trust;

(vi) investigate, prosecute, settle, abandon or compromise any Causes of Action the Debtors held against any Entity;

(vii) establish, supervise, and administer the Liquidating Trust and make distributions to Liquidating Trust Beneficiaries pursuant to the terms of Governing Documents;

(viii) appoint such officers and retain such consultants, advisors, independent contractors, experts and agents and engage in such legal, financial, administrative, accounting, investment, auditing, forecasting, and alternative dispute resolution services and activities as the Liquidating Trust requires, and delegate to such persons such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in his or her

discretion, deems advisable or necessary in order to carry out the terms of this Trust Agreement;

(ix) pay reasonable compensation from the Liquidating Trust Assets for any of the Liquidating Trust's consultants, advisors, independent contractors, experts, and agents for legal, financial, administrative, accounting, investment, auditing, forecasting, and alternative dispute resolution services and activities as the Liquidating Trust requires, as well as the fees and expenses of the TOC and TOC Professionals, in each case, subject to the procedures set forth herein;

(x) pay reasonable compensation from the Liquidating Trust Assets for the Trustee, the Delaware Trustee, consultants, advisors, independent contractors, experts and agents, and reimburse the Trustee and the Delaware Trustee for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder, in each case, subject to the procedures set forth herein;

(xi) enter into such other arrangements with third parties as the Trustee deems useful in carrying out the purposes of the Liquidating Trust, provided such arrangements are not material and do not conflict with any other provision of this Trust Agreement or the Plan;

(xii) in accordance with Section 4.4 below, defend, indemnify, and hold harmless (and purchase insurance indemnifying) the Trust Indemnified Parties (as defined in Section 4.4 below), to the fullest extent that a statutory trust organized under the laws of the State of Delaware is from time to time entitled to defend, indemnify, hold harmless, and/or insure its directors, trustees, officers, employees, consultants, advisors, agents, and

representatives. No party shall be indemnified in any way for any liability, expense, claim, damage, or loss for which he or she is liable under Section 4.4 below;

(xiii) commence and pursue viable Causes of Action in accordance with the Plan and this Trust Agreement;

(xiv) object to the Disputed Claims and prosecute, settle, compromise, withdraw or resolve in any manner approved by the Bankruptcy Court such objections; and

(xv) exercise any and all other rights, and take any and all other actions as are permitted, of the Trustee in accordance with the terms of this Trust Agreement and the Plan.

(d) The Liquidating Trust shall not have the power to guarantee any debt of other persons.

(e) The Trustee shall endeavour to make timely distributions and not unduly prolong the duration of the Liquidating Trust.

(f) The Trustee shall consult with the TOC on the matters set forth in Section 4.14 below. The Trustee shall obtain the consent of the TOC prior to taking action with respect to the matters set forth in Section 4.15 below, as and to the extent set forth therein.

2.2 **General Administration**

(a) The Trustee shall act in accordance with the Governing Documents. In the event of a conflict between the terms of this Trust Agreement and the Plan, the terms of the Plan shall control. For the avoidance of doubt, this Trust Agreement shall be construed and implemented in accordance with the Plan, regardless of whether any provision herein explicitly references the Plan.

(b) The Trustee shall (i) timely file such tax returns and pay any taxes imposed on the Liquidating Trust in accordance with Section 5.3, (ii) comply with all applicable reporting and withholding obligations in accordance with Section 5.4, (iii) satisfy all requirements necessary to qualify and maintain qualification of the Liquidating Trust as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations, except with respect to any Disputed Ownership Fund, and (iv) take no action that could cause the Liquidating Trust to fail to qualify as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations, except with respect to any Disputed Ownership Fund or the WARN Act Claim Reserve.

(c) Other than the obligations of the Trustee specifically set forth in the Governing Documents, the Trustee shall have no obligations of any kind or nature with respect to his or her position as such.

(d) The Liquidating Trust and the Direct Claims Trust shall fully cooperate with each other with respect to their respective investigation and/or prosecution of any Causes of Action. As indicated in Article I, Section 1.3 of this Trust Agreement, cooperation shall include, but not be limited to, sharing and/or exchanging documents obtained in discovery and such other forms of mutual cooperation that, in the sole discretion of the Trustee is appropriate and in the best interest of the Liquidating Trust and the Direct Claims Trust. Such cooperation shall be subject to all available common interest protection and/or privileges applicable to the foregoing investigation and/or prosecution.

(e) In the event that (i) the Liquidating Trust and the Direct Claims Trust prosecute related claims against a single defendant, (ii) a recovery is received related to such claims, and (iii)

the Trustee determines in his or her commercially reasonable judgment that there is no clear allocation of such recovery between claims brought by the Liquidating Trust and claims brought by the Direct Claims Trust, the Trustee shall allocate such recovery to the Liquidating Trust and the Direct Claims Trust in accordance with the Direct Claims Trust Agreement.

2.3 **Reporting**

(a) The Trustee shall timely prepare, file and distribute such statements, reports and submissions to the extent required by applicable law.

(b) The Trustee shall cause to be prepared and filed with the Bankruptcy Court, no later than thirty-one (31) days after June 30 and December 31 of each calendar year, a semi-annual report (the "**Semi-Annual Report**") regarding the administration of property subject to its ownership and control pursuant to the Plan, distributions made by it and other matters relating to the implementation of the Plan.

(c) The Trustee shall cause to be prepared and filed with the Bankruptcy Court, as soon as available, and in any event no later than one hundred and twenty (120) days following the end of each fiscal year, an annual report (the "**Annual Report**") containing special-purpose financial statements of the Liquidating Trust (including, without limitation, a special-purpose statement of assets, liabilities and net claimants' equity, a special-purpose statement of changes in net claimants' equity and a special-purpose statement of cash flows). The Trustee shall not be required to obtain an audit of the Annual Report by a firm of independent certified public accountants. The Annual Report shall be made available to the Liquidating Trust Beneficiaries by means of actual notice, provided, however, the Trustee may post the Annual Report on a website maintained by

the Liquidating Trust in lieu of actual notice to each Liquidating Trust Beneficiary (unless otherwise required by law) (the "**Website**").

ARTICLE III

ACCOUNTS, INVESTMENTS, AND PAYMENTS

3.1 **Accounts**

(a) The Trustee shall maintain one or more accounts (the "**Trust Accounts**") on behalf of the Liquidating Trust with one or more financial depository institutions (each a "**Financial Institution**").

(b) The Trustee may replace any retained Financial Institution with a successor Financial Institution at any time, and such successor shall be subject to the considerations set forth in Section 3.1(a) above.

(c) The Trustee may, from time to time, create such accounts and reasonable reserves within the Trust Accounts as authorized in this Section 3.1 and as he or she may deem necessary, prudent or useful in order to provide for distributions to the Liquidating Trust Beneficiaries and may, with respect to any such account or reserve, restrict the use of money therein for a specified purpose (the "**Trust Subaccounts**"). Any such Trust Subaccounts established by the Trustee shall be held as Trust Assets and, except as specifically designated as such in accordance with the provisions of Section 5.3(c) or 5.7 below, are not intended to be subject to separate entity tax treatment as a "disputed claims reserve," a "disputed ownership fund," or a "qualified settlement fund" within the meaning of the IRC or Treasury Regulations.

3.2 **Investment Guidelines**

(a) The Trustee may invest the Trust Assets in accordance with the Investment Guidelines, attached hereto as **Exhibit 3** (the "**Investment Guidelines**").

(b) In the event the Liquidating Trust holds any non-liquid assets, the Trustee shall own, protect, oversee, and monetize such non-liquid assets in accordance with the Governing Documents. This Section 3.2(b) is intended to modify the application to the Liquidating Trust of the "prudent person" rule, "prudent investor" rule and any other rule of law that would require the Trustee to diversify the Trust Assets.

(c) Cash proceeds received by the Liquidating Trust in connection with its monetization of the non-liquid Trust Assets shall be invested in accordance with the Investment Guidelines until needed for the purposes of the Liquidating Trust as set forth in Section 1.2 above.

3.3 **Payment of Operating Expenses**

(a) All operating expenses of the Liquidating Trust shall be paid from the Liquidating Trust as provided in the Plan. The Direct Claims Trust expenses will be advanced by the Liquidating Trust and will be repaid upon realization of a recovery of Direct Claims Trust Assets before distribution of any proceeds to the beneficiaries of the Direct Claims Trust or any cooperation payment to the Liquidating Trust. None of the Trustee, Delaware Trustee, the TOC, the Liquidating Trust Beneficiaries, nor any of their officers, agents, advisors, professionals or employees shall be personally liable for the payment of any operating expense or other liability of the Liquidating Trust. Except as expressly set forth in the Plan, none of the Debtors, nor any of their officers, agents, advisors, professionals or employees shall be liable for the payment of any

operating expense or other liability of the Liquidating Trust, the Trustee, the Delaware Trustee or the TOC. To the extent that the Trustee determines that the Liquidating Trust is likely to incur a cash shortfall prior to the termination and winding up of the Liquidating Trust, the Trustee may determine to establish cash reserves from the corpus of the Liquidating Trust, which cash reserves shall be allocated equitably to the Liquidating Trust Beneficiaries by the Trustee in his or her judgment. Notwithstanding the foregoing, any fees and expenses attributable to the WARN Act Claim Reserve Account, as determined by the Liquidating Trustee in its reasonable discretion, shall be paid only out of assets held in the WARN Act Claim Reserve Account.

3.4 **Distributions to Liquidating Trust Beneficiaries**

(a) The Trustee will make distributions to Liquidating Trust Beneficiaries in a fair, consistent and equitable manner in accordance with the Governing Documents.

(b) Distributions to Liquidating Trust Beneficiaries shall be made, as determined by the Trustee in his or her discretion subject to the terms of the Plan, provided, however, the Liquidating Trust must distribute at least annually to the Liquidating Trust Beneficiaries its net income plus all net proceeds from the sale of assets, except that the Liquidating Trust may retain an amount of net proceeds or net income reasonably necessary to maintain the value of its assets or to meet claims and contingent liabilities (including disputed claims). To the extent there is not sufficient Cash transferred to the Liquidating Trust on the Effective Date to satisfy the Distributions required to be made to the holders of Allowed Administrative and Priority Claims, holders of such Allowed Claims shall be considered Liquidating Trust Beneficiaries (including, but not limited to, for purposes of Articles III, V, and VII) until such time as the shortfall is satisfied

and their Allowed Claims are paid in full in accordance with the Plan. Thereafter, distributions should be made pro rata based on their Liquidating Trust Interests.

(c) The Liquidating Trust may withhold or deduct from amounts distributable to any Person any and all amounts, determined in the Trustee's reasonable sole discretion, required by any law, regulation, rule, ruling, directive, or other governmental requirement (including, without limitation, tax withholding in accordance with Section 5.4 below). Any Trust Assets which are undistributable in accordance with this Section 3.4 as of the termination of the Liquidating Trust shall (i) revert to the Liquidating Trust (notwithstanding any applicable foreign, federal or state escheat, abandoned, or unclaimed property laws to the contrary); (ii) the Allowed General Unsecured Claim with respect to such undistributable amount shall be released, settled, compromised and forever barred, and (iii) the undistributable amount shall be reallocated to the other Allowed General Unsecured Claims, in accordance with provisions of the Governing Documents.

(d) The Trustee may retain a distribution agent for the effective administration and distribution of amounts payable to Liquidating Trust Beneficiaries; provided, however, that such distribution agent shall have no greater authority than, and shall be subject to the same restrictions as, the Trustee under this Trust Agreement.

(e) Subject to Bankruptcy Rule 9010, any distribution to a Liquidating Trust Beneficiary shall be made: (1) at the addresses set forth on the respective proofs of Claim filed by such holders; (2) at the address set forth in any written notices of address changes delivered to the Trustee after the date of any related proof of Claim; or (3) at the address reflected in the schedules if no proof of Claim is filed with the Trustee and the Trustee has not received a written notice of a

change of address. Except as set forth in the Plan, if any Liquidating Trust Distribution or other communication from the Liquidating Trust is returned as undeliverable, no further Liquidating Trust Distribution shall be made to such holder unless the Trustee is notified in writing of such holder's then current address. Undeliverable Liquidating Trust Distributions shall remain in the possession of the Trustee until the earlier of (i) such time as a Liquidating Trust Distribution becomes deliverable or (ii) such undeliverable Liquidating Trust Distribution becomes unclaimed property pursuant to the provisions of the Plan and this Trust Agreement. Except as required by law, the Trustee (or its duly authorized agent) shall have no obligation to locate any Liquidating Trust Beneficiary.

(f) After final Liquidating Trust Distributions have been made in accordance with the Governing Documents, and adequate provision has been made for all final obligations of the Liquidating Trust, the Trustee shall have the authority to direct the remaining Trust Assets to a tax-exempt organization as selected by the Trustee in his or her discretion.

(g) Checks issued to Liquidating Trust Beneficiaries shall be null and void if not negotiated within one hundred eighty (180) calendar days after the date of issuance thereof. Requests for reissuance of any voided check shall be made directly to the Trustee by the Liquidating Trust Beneficiary to whom such check was originally issued. Any Allowed General Unsecured Claim in respect of such a voided check shall be made within one hundred eighty (180) calendar days after the date of issuance of such check. If no request is made as provided in the preceding sentence, the check shall be deemed undistributable and shall be subject to the provisions of Section 3.4(c).

(h) Cash payments to foreign Liquidating Trust Beneficiaries may be made, at the option of the Trustee, in such funds and by such means as are necessary or customary in the foreign jurisdiction of such foreign holder.

(i) The Trustee shall have the discretion to determine the timing of Liquidating Trust Distributions in the most efficient and cost-effective manner possible; provided, however, that the Trustee's discretion may not be exercised in a manner inconsistent with any express requirements of the Plan.

(j) Notwithstanding any provision in the Governing Documents to the contrary, the Trustee, in the Trustee's sole discretion, may decline to make any distribution of $100 or less, due to the economic inefficiency of making a distribution of such a de minimis amount.

ARTICLE IV

TRUSTEE; DELAWARE TRUSTEE

4.1 Number

In addition to the Delaware Trustee appointed pursuant to Section 4.12 below, there shall be one (1) Trustee who shall be the person named on the signature pages hereof.

4.2 Term of Service

(a) The Trustee shall serve from the Effective Date until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 4.2(b) below, (iii) his or her removal pursuant to Section 4.2(c) below, or (iv) the termination of the Liquidating Trust pursuant to Section 7.2 below.

(b) The Trustee may resign at any time upon written notice filed with the Bankruptcy Court and delivered to the TOC. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The Trustee may be removed by the Bankruptcy Court upon motion by the TOC in the event the Trustee becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence or for other good cause. Other good cause shall include, without limitation, (i) fraud, self-dealing, intentional misrepresentation, wilful misconduct, indictment for or conviction of a felony, in each case whether or not connected to the Liquidating Trust, or (ii) a consistent pattern of neglect and failure to perform or participate in performing the duties of Trustee hereunder.

(d) In the event of any vacancy in the office of the Trustee, including the death, resignation or removal of any Trustee, such vacancy shall be filled by the TOC as set forth herein. The TOC will nominate an individual to serve as successor Trustee. If the majority of the TOC then in office agree upon a successor Trustee, then, subject to the approval of the Bankruptcy Court, such individual shall become the Trustee. In the event that a majority of the TOC then in office cannot agree on a successor Trustee, the matter will be resolved pursuant to Section 7.12 below.

(e) Immediately upon the appointment of any successor Trustee pursuant to Section 4.2(d) above, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in and undertaken by the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee. No

predecessor Trustee shall be liable personally for any act or omission of his or her successor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of his or her predecessor Trustee.

(f) Each successor Trustee shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 4.2(b) above, (iii) his or her removal pursuant to Section 4.2(c) above, and (iv) the termination of the Liquidating Trust pursuant to Section 6.2 below.

4.3 **Compensation and Expenses of the Trustee**

(a) The Trustee shall receive compensation on an hourly basis for its service as Trustee on matters related to the operation of the Trust. The hourly rate shall be the Trustee's usual and customary rate then in effect, which is currently $855 per hour (subject to the consent of the TOC, which consent shall not be unreasonably withheld or delayed).

(i) The Liquidating Trust will promptly reimburse the Trustee for all reasonable and documented out-of-pocket costs and expenses incurred by the Trustee in connection with the performance of his or her duties hereunder.

4.4 **Standard of Care; Exculpation**

(a) As used herein, the term "**Trust Indemnified Party**" shall mean each of (i) the Trustee, (ii) the Delaware Trustee, (iii) the TOC and (iv) the officers, employees, consultants, advisors, and agents of each of the Liquidating Trust, the Trustee and the TOC, including the Trustee Professionals and the TOC Professionals.

(b) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall not have or incur any liability for actions taken or omitted in their capacities as Trust Indemnified Parties, or on behalf of the Liquidating Trust, except those acts found by a final order of a court of competent jurisdiction ("**Final Order**") to be arising out of their wilful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification and reimbursement for reasonable fees and expenses in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the Liquidating Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or this Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case except for any actions or inactions found by Final Order to be arising out of their wilful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the Liquidating Trust.

(c) To the extent that, at law or in equity, the Trust Indemnified Parties have duties (including fiduciary duties) or liability related thereto, to the Liquidating Trust or the Liquidating Trust Beneficiaries, it is hereby understood and agreed by the Parties that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Trust Indemnified Parties; provided, however, that with respect to the Trust Indemnified Parties other than the Delaware Trustee the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to this Section 4.4 and its subparts.

4.5 **Protective Provisions**

(a) Every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to Trust Indemnified Parties shall be subject to the provisions of this Section 4.5.

(b) In the event the Trustee retains counsel (including at the expense of the Liquidating Trust), the Trustee shall be afforded the benefit of the attorney-client privilege with respect to all communications with such counsel, and in no event shall the Trustee be deemed to have waived any right or privilege including, without limitation, the attorney-client privilege even if the communications with counsel had the effect of guiding the Trustee in the performance of duties hereunder. Such attorney-client privilege shall be vested solely in the Trustee, on behalf of the Liquidating Trust, and not in the TOC, or any other person, committee or subcomponent of the Liquidating Trust, or any other person (including counsel and other professionals) who has been engaged by, represents, or has represented any holder of an Allowed General Unsecured Claim. A successor Trustee shall succeed to and hold the same respective rights and benefits of the predecessor for purposes of privilege, including the attorney-client privilege. No Party or other person may raise any exception to the attorney-client privilege described herein as any such exceptions are hereby waived by all Parties.

(c) No Trust Indemnified Party shall be personally liable under any circumstances, except for his or her own wilful misconduct, bad faith, gross negligence or fraud as determined by a Final Order.

(d) No provision of this Trust Agreement shall require the Trust Indemnified Parties to expend or risk their own personal funds or otherwise incur financial liability in the performance of their rights, duties and powers hereunder.

(e) In the exercise or administration of the Liquidating Trust hereunder, the Trust Indemnified Parties (i) may act directly or through their respective agents or attorneys pursuant to agreements entered into with any of them, and the Trust Indemnified Parties shall not be liable for the default or misconduct of such agents or attorneys if such agents or attorneys have been selected by the Trust Indemnified Parties in good faith and with due care, and (ii) may consult with counsel, accountants and other professionals to be selected by them in good faith and with due care and employed by them, and shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the advice or opinion of any such counsel, accountants or other professionals.

4.6 **Indemnification**

(a) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall be entitled to indemnification and reimbursement for reasonable fees and expenses (including attorneys' fees and costs but excluding taxes in the nature of income taxes imposed on compensation paid to the Trust Indemnified Parties) in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the Liquidating Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or the Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case, except for any actions or inactions found by Final Order to be arising out of their wilful misconduct, bad faith,

gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the Trust Assets.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trust Indemnified Parties in connection with any action, suit or proceeding, whether civil, administrative or arbitrative, from which they are indemnified by the Liquidating Trust shall be paid by the Liquidating Trust from the Liquidating Trust Assets in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trust Indemnified Parties, to repay such amount in the event that it shall be determined ultimately by Final Order that the Trust Indemnified Parties or any other potential indemnitee are not entitled to be indemnified by the Liquidating Trust. The Trustee may, in his or her discretion, authorize an advance of reasonable expenses, costs and fees (including attorneys' fees and costs) to be incurred by or on behalf of the Trust Indemnified Parties, as set forth herein.

(c) The Trustee shall purchase and maintain appropriate amounts and types of insurance on behalf of the Trust Indemnified Parties, as determined by the Trustee, which may include insurance with respect to liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trust Indemnified Party, and/or as an employee, agent, lawyer, advisor or consultant of any such person.

(d) The indemnification provisions of this Trust Agreement with respect to any Trust Indemnified Party shall survive the termination of such Trust Indemnified Party from the capacity for which such Trust Indemnified Party is indemnified. Modification of this Trust Agreement shall not affect any indemnification rights or obligations in existence at such time. In making a determination with respect to entitlement to indemnification of any Trust Indemnified Party

hereunder, the person, persons or entity making such determination shall presume that such Trust Indemnified Party is entitled to indemnification under this Trust Agreement, and any person seeking to overcome such presumption shall have the burden of proof to overcome the presumption.

(e) The rights to indemnification hereunder are not exclusive of other rights which any Trust Indemnified Party may otherwise have at law or in equity, including common law rights to indemnification or contribution.

4.7 **Trustee Independence**

The Trustee shall not act as an attorney, agent, or other professional for any Liquidating Trust Beneficiary or any holder of any Allowed General Unsecured Claim. For the avoidance of doubt, this Section 4.7 shall not be applicable to the Delaware Trustee.

4.8 **No Bond**

Neither the Trustee nor the Delaware Trustee shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

4.9 **Burden of Proof**

In any proceeding brought by any of the Debtors, or any other person who is bound by this Trust Agreement challenging any action, determination or failure to act of the Trustee in discharge of his or her duties under this Trust Agreement on the basis that such action, determination or failure constitutes gross negligence, wilful misconduct or fraud, the person bringing or prosecuting such proceeding shall have the burden of proving that such determination, action or failure to act

constituted gross negligence, wilful misconduct, or fraud. Notwithstanding anything to the contrary in this Trust Agreement or any duty otherwise existing at law or equity, each determination, action or failure to act of the Trustee in the discharge of his or her duties under this Trust Agreement is, to the extent consistent with this Trust Agreement, hereby deemed to not constitute a breach of this Trust Agreement or any duty hereunder or existing at law, in equity or otherwise.

4.10 **Reliance by the Trustee**

The Trustee may absolutely rely, and shall be fully protected in acting or refraining from acting if he or she relies upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document that he or she has no reasonable belief to be other than genuine and to have been signed or presented other than by the proper party or parties or, in the case of facsimile transmissions, to have been sent other than by the proper party or parties, in each case without obligation to satisfy itself that the same was given in good faith and without responsibility for errors in delivery, transmission or receipt. In the absence of gross negligence, wilful misconduct, or fraud in respect of the Trustee's duties as found by a final and non-appealable court of competent jurisdiction, or material breach of this Trust Agreement, the Trustee may rely as to the truth of statements and correctness of the facts and opinions expressed therein and shall be fully protected personally in acting (or, if applicable, not acting) thereon. The Trustee shall have the right at any time to seek and rely upon instructions from the Bankruptcy Court concerning this Trust Agreement, the Plan or any other document executed in connection therewith, and the Trustee shall be entitled to rely upon such instructions in acting or failing to act and shall not be liable for any act taken or not taken in reliance thereon.

4.11 **Books and Records**

Upon notice to the Bankruptcy Court and the TOC, the Trustee shall be free, in his or her discretion to abandon, destroy or otherwise dispose of any books and records in his possession that the Trustee deems not necessary for the continued administration of the Plan and not required to be retained under applicable law, without the need for any order of the Bankruptcy Court, and shall have no liability for same. This notice provision shall not create any right by any third party to access to privileged or confidential information held by the Liquidating Trust.

4.12 **Delaware Trustee**

(a) There shall at all times be a Delaware Trustee to serve in accordance with the requirements of the Act. The Delaware Trustee shall either be (i) a natural person who is at least twenty-one (21) years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware, otherwise meets the requirements of applicable Delaware law to be eligible to serve as the Delaware Trustee, and shall act through one or more persons authorized to bind such entity. If at any time the Delaware Trustee shall cease to be eligible to serve as Delaware Trustee in accordance with the provisions of this Section 4.12, it shall resign immediately in the manner and with the effect hereinafter specified in Section 4.12(c) below. For the avoidance of doubt, the Delaware Trustee will only have such rights, duties and obligations as expressly provided by reference to the Delaware Trustee hereunder. The Trustee shall have no liability for the acts or omissions of any Delaware Trustee.

(b) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities of the Trustee set forth herein. The Delaware Trustee shall be a trustee of the Liquidating Trust for the sole and limited purpose of

fulfilling the requirements of Section 3807(a) of Chapter 38 of title 12 of the Delaware Code, 12 Del. C. Section 3801 *et seq.* (the "**Act**") and for taking such actions as are required to be taken by a Delaware Trustee under the Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to accepting legal process served on the Liquidating Trust in the State of Delaware and the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the Act. There shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. These duties shall be deemed purely ministerial in nature, and the Delaware Trustee shall not be liable except for the performance of such duties, and no implied covenants or obligations shall be read into this Trust Agreement against the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating to the Liquidating Trust or the Liquidating Trust Beneficiaries, such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Trust Agreement. The Delaware Trustee shall have no liability for the acts or omissions of any Trustee. Any permissive rights of the Delaware Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and, with respect to any such permissive rights, the Delaware Trustee shall not be answerable for other than its wilful misconduct, bad faith, gross negligence or fraud. The Delaware Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request or direction of the Trustee or any other person pursuant to the provisions of this Trust Agreement unless the Trustee or such other person shall have offered to the Delaware Trustee security or indemnity (satisfactory to the Delaware Trustee in its discretion) against the costs, expenses and liabilities that may be incurred by it in compliance with such request or

direction. The Delaware Trustee shall be entitled to request and receive written instructions from the Trustee and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Delaware Trustee in accordance with the written direction of the Trustee. The Delaware Trustee may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties, not only as to due execution, validity and effectives, but also as to the truth and accuracy of any information contained therein. The Delaware Trustee may, at the expense of the Liquidating Trust, request, rely on and act in accordance with officer's certificates and/or opinions of counsel, and shall incur no liability and shall be fully protected in acting or refraining from acting in accordance with such officer's certificates and opinions of counsel.

(c) The Delaware Trustee shall serve until such time as the Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Trustee in accordance with the terms of Section 4.12(d) below. The Delaware Trustee may resign at any time upon the giving of at least sixty (60) days' advance written notice to the Trustee; provided that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Trustee in accordance with Section 4.12(d) below; provided further that if any amounts due and owing to the Delaware Trustee hereunder remain unpaid for more than ninety (90) days, the Delaware Trustee shall be entitled to resign immediately by giving written notice to the Trustee. If the Trustee does not act within such sixty (60) day period, the Delaware Trustee, at the expense of the Liquidating Trust, may apply to the Court of Chancery

of the State of Delaware or any other court of competent jurisdiction for the appointment of a successor Delaware Trustee.

(d) Upon the resignation or removal of the Delaware Trustee, the Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the outgoing Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the outgoing Delaware Trustee and the Trustee, and any fees and expenses due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Delaware Trustee under this Trust Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware Trustee shall be discharged of his or her duties and obligations under this Trust Agreement. The successor Delaware Trustee shall make any related filings required under the Act, including filing a Certificate of Amendment to the Certificate of Trust of the Liquidating Trust in accordance with Section 3810 of the Act.

(e) Notwithstanding anything herein to the contrary, any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

(f) The Delaware Trustee shall be entitled to compensation for its services as agreed pursuant to a separate fee agreement between the Liquidating Trust and the Delaware Trustee, which compensation shall be paid by the Liquidating Trust. Such compensation is intended for the Delaware Trustee's services as contemplated by this Trust Agreement. The terms of this paragraph shall survive termination of this Trust Agreement and/or the earlier resignation or removal of the Delaware Trustee.

(g) The Delaware Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document, other than this Trust Agreement, whether or not, an original or a copy of such agreement has been provided to the Delaware Trustee. The Delaware Trustee shall have no duty to know or inquire as to the performance or non-performance of any provision of any other agreement, instrument or document, other than this Trust Agreement. Neither the Delaware Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the Liquidating Trust, the Trustee or any other person, or any of their directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Delaware Trustee may assume performance by all such persons of their respective obligations. The Delaware Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other person. The Delaware Trustee shall have no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership or transferability of any Trust Asset, written instructions, or any other documents in connection therewith, and will not be regarded as making, nor be required to make, any representations thereto.

(h) The Delaware Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Trust Agreement arising out of, or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

(i) In no event shall the Delaware Trustee be responsible or liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Delaware Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

4.13 **Trust Meetings.**

(a) **Regular Meeting**. Unless otherwise agreed to by the TOC, The Trustee shall hold regular Liquidating Trust meetings with the TOC not less than quarterly, which may be held at such times and at such places (including remotely by phone or video conference) as may be determined from time to time by the Trustee, in consultation with the TOC. For the avoidance of doubt, the Delaware Trustee shall not be required or permitted to attend any meetings of the Trustee contemplated by this Section 4.13.

(b) **Special Meetings**. Special meetings of the Trustee may be called by the Trustee by giving written notice to the TOC not less than one (1) Business Day prior to the date of the meeting. Any such notice shall include the time, place, and purpose of the meeting, given by

overnight courier, personal delivery, facsimile, electronic mail or other similar means of communication. Notice shall be addressed or delivered to the address as shown upon the records of the Trust or as may have been given to the Trustee for purposes of notice. Notice by overnight courier shall be deemed to have been given one (1) Business Day after the time that written notice is provided to such overnight courier. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or actually transmitted by the person giving the notice by electronic means to the recipient.

(c) **Participation in Meetings by Telephone Conference**. The Trustee may convene, and persons may participate in, a meeting by conference telephone or similar communications equipment (which shall include virtual meetings via video conferencing software), as long as all persons participating in such meeting can hear one another. Participation in a meeting pursuant to this Section 4.13(c) shall constitute presence in person at such meeting.

(d) **Waiver of Notice**. Notice of a meeting need not be given to any person who signs a waiver of notice, whether before or after the meeting. All such waivers shall be filed with the Trust records or made a part of the minutes of the meeting. Attendance at a meeting shall constitute a waiver of notice of such meeting. Neither the business to be transacted at, nor the purpose of, any Trust meeting need be specified in any waiver of notice.

(e) **Adjournment**. A meeting may be adjourned by the Trustee to another time and place.

4.14 **Matters Requiring Consultation with TOC**

The Trustee shall consult with the TOC on any extraordinary circumstance which could have a material impact on the Liquidating Trust, including without limitation, entering into arrangements not specified in Section 2.1(c) with third parties that the Trustee may deem useful in carrying out the purposes of the Liquidating Trust, subject in all respects to such arrangements not conflicting with any other provision of this Trust Agreement or the Plan.

4.15 **Matters Requiring Consent of TOC**

The Trustee shall obtain the consent of the TOC, or, otherwise, Bankruptcy Court approval in the event of a dispute in accordance with Section 7.12 hereof, for the items listed below:

(a) Any proposed procedures to ensure that decisions are made consistent with the respective fiduciary duties owed to the Liquidating Trust and the Direct Claims Trust in the event of a conflict between the Liquidating Trust and the Direct Claims Trust with respect to litigation strategy, settlement or resource allocation;

(b) Settlement, abandonment, or dismissal of any Claim or Cause of Action asserted by the Liquidating Trust in an amount greater than $2,500,000;

(c) Settlement of (i) any disputed General Unsecured Claim against the Estates in an amount that is either greater than or reduces the face amount of such Claim by $5,000,000, or (ii) an asserted Administrative Claim or Priority Claim in an amount greater than $1,000,000 or outside the anticipated range provided by the Committee's financial advisor on the Effective Date, provided that the TOC has the power to increase but not reduce these requirements if they prove to be too low;

(d) Any Distribution on Claims other than those required on the Effective Date under claim settlements;

(e) Any proposed modification to the indemnification provisions of the Trust Agreement;

(f) Any proposed sale, transfer or exchange of Liquidating Trust Assets above $5,000,000 (any proposed sale of Liquidating Trust Assets below such amount shall not require TOC consent);

(g) Retention of litigation professionals to pursue Claims and Causes of Action on behalf of the Liquidating Trust, other than Liquidating Trust general/local counsel, and terms of such retention;

(h) To borrow such sums of money or enter into litigation funding agreements;

(i) Any proposed material modifications to the Trust Agreement; and

(j) Any proposed modification to the compensation of the Trustee other than routine hourly rate increases.

The consent of the TOC shall not be unreasonably withheld, conditioned, or delayed.

4.16 **Trustee's and TOC's Employment of Professionals.**

(a) Subject to the limitations set forth in Section 4.15 of this Agreement, the Trustee may, but is not required to, retain and/or consult accountants, appraisers, auditors, forecasters, experts, financial and investment advisors, and such other parties (the "**Trustee Professionals**")

deemed appropriate by the Trustee to assist in matters for the Liquidating Trust within the Trustee's purview.

(b) The TOC may, but is not required to, retain and/or consult, legal counsel and such other parties deemed appropriate by the TOC to assist in matters within the TOC's purview (the "**TOC Professionals,**" and with Trustee Professionals, the "**Liquidating Trust Professionals**") where such retention of separate professionals (other than existing Trust professionals) is necessary to discharge the TOC's duties, provided that no TOC Professionals may be retained to act on behalf of any holder of an Allowed General Unsecured Claim. The fees of such counsel, if retained, shall be reasonable and shall not exceed $15,000 on a monthly basis in the absence of a dispute.

(c) Prior to payment of any fees of a professional retained by the Truste or the TOC, the professional shall circulate a monthly fee statement detailing the compensation sought, including time records with a description of the tasks performed, and expenses incurred for which reimbursement is sought to the Trustee and the TOC. The Trustee and the TOC shall have 10 days to review and dispute such monthly fee statements, and following such review the Trustee is authorized to pay any undisputed portion of such fee statements. If any amount is disputed and cannot be resolved consensually, the Bankruptcy Court shall resolve the disputed fees on motion by the professional, the Trustee, or the TOC.

ARTICLE V

TAX MATTERS

5.1 Treatment of Settlement Consideration Transfer

For all United States federal income tax purposes, all Parties shall treat the transfer of the Liquidating Trust Assets to the Liquidating Trust as (i) a transfer of the Liquidating Trust Assets (subject to any obligations related to those assets) directly to the Liquidating Trust Beneficiaries, followed by (ii) the transfer by such Liquidating Trust Beneficiaries of such Liquidating Trust Assets to the Liquidating Trust in exchange for Liquidating Trust Interests (other than the Trust Assets held as a "disputed ownership fund" within the meaning of Section 1.468B-9 of the Treasury Regulations, if any ("**Disputed Ownership Fund**")). Accordingly, the Liquidating Trust Beneficiaries shall be treated for United States federal income tax purposes (and, to the extent permitted, for state and local income tax purposes) as the grantors and owners of their respective shares of the Liquidating Trust Assets (other than the Trust Assets allocable to the Disputed Ownership Fund, if any).

5.2 Income Tax Status

(a) For United States federal income tax purposes (and for purposes of all state, local and other jurisdictions to the extent applicable) and other than as provided pursuant to Section 5.3(c), this Liquidating Trust shall be treated as a liquidating trust pursuant to Section 301.7701-4(d) of the Treasury Regulations and as a grantor trust pursuant to Sections 671-679 of the IRC. To the extent consistent with Revenue Procedure 94-45 and not otherwise inconsistent with this Trust Agreement, this Trust Agreement shall be construed so as to satisfy the requirements for liquidating trust status.

(b) The Liquidating Trust shall at all times to be administered so as to constitute a domestic trust for United States federal income tax purposes.

5.3 **Tax Returns**

(a) In accordance with Section 6012 of the IRC and Section 1.671-4(a) of the Treasury Regulations, the Trustee shall file with the IRS annual tax returns for the Liquidating Trust on Form 1041 as a grantor trust pursuant to Section 1.671-4(a) of the Treasury Regulations. In addition, the Trustee shall file in a timely manner for the Liquidating Trust such other tax returns, including any state and local tax returns, as are required by applicable law and pay any taxes shown as due thereon. Allocations of Liquidating Trust taxable income among the holders of Liquidating Trust Interests (other than taxable income allocable to, or retained on account of, a disputed claims reserve or disputed ownership fund) shall be determined by reference to the manner in which an amount of cash representing such taxable income would be distributed (were such cash permitted to be distributed at such time) if, immediately prior to such deemed distribution, the Liquidating Trust had distributed all of its assets (valued at their tax book values, and other than assets allocable to any disputed claims reserve) to the holders of the Liquidating Trust Interests, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Liquidating Trust. Similarly, taxable loss of the Liquidating Trust will be allocated by reference to the manner in which an economic loss would be borne immediately after a hypothetical liquidation distribution of the remaining Liquidating Trust Assets. The tax book value of the Liquidating Trust Assets for this purpose shall equal their fair market value on the Effective Date, or, if later, the date such assets were acquired by the Liquidating Trust, adjusted in accordance with tax accounting principles prescribed by the IRC, applicable Treasury Regulations, and other

applicable administrative and judicial authorities and pronouncements. Notwithstanding anything to the contrary in this Section 5.3(a), the Trustee shall be entitled to make such adjustments to allocations of Liquidating Trust taxable income and taxable loss as it believes would be fair and equitable to reflect the sharing of economics among the holders of Liquidating Trust Interests.

(b) The Liquidating Trust shall be responsible for payment, from the Liquidating Trust Assets, of any taxes imposed on the Liquidating Trust (including any taxes imposed on the Disputed Ownership Fund) or the Liquidating Trust Assets. In accordance therewith, any taxes imposed on the Disputed Ownership Fund or its assets will be paid from the Liquidating Trust Assets.

(c) The Trustee may timely elect to treat any Liquidating Trust Assets allocable to Disputed General Unsecured Claims to a Disputed Ownership Fund, and to the extent permitted by applicable law, shall report consistently for state and local income tax purposes. If a Disputed Ownership Fund election is made, all parties (including the Trustee and the holders of Liquidating Trust Interests) shall report for U.S. federal, state and local income tax purposes consistently with the foregoing. The Liquidating Trust shall file all income tax returns with respect to any income attributable to the Disputed Ownership Fund and shall pay from the Liquidating Trust Assets all U.S. federal, state and local income taxes attributable to such Disputed Ownership Fund based on the items of income, deduction, credit, or loss allocable thereto.

5.4 **Withholding of Taxes and Reporting Related to Liquidating Trust Operations**

The Liquidating Trust shall comply with all withholding, deduction and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all distributions made by the Liquidating Trust shall be subject to any applicable withholding, deduction and

reporting requirements. The Trustee shall be authorized to take any and all actions that may be necessary or appropriate to comply with any such withholding, deduction, payment, and reporting requirements. All amounts properly withheld or deducted from distributions to a Liquidating Trust Beneficiary as required by applicable law and paid over to the applicable taxing authority for the account of such Liquidating Trust Beneficiary shall be treated as part of the Liquidating Trust Distribution to such Liquidating Trust Beneficiary. To the extent that the operation of the Liquidating Trust or the liquidation of the Liquidating Trust Assets creates a tax liability imposed on the Liquidating Trust, the Liquidating Trust shall timely pay such tax liability and any such payment shall be considered a cost and expense of the operation of the Liquidating Trust payable without Bankruptcy Court order. Any federal, state or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from distributions hereunder. All Liquidating Trust Beneficiaries shall be required to provide any information necessary to effect the withholding and reporting of such taxes. The Trustee may require each Liquidating Trust Beneficiary to furnish to the Liquidating Trust (or its designee) its social security number or employer or taxpayer identification number as assigned by the IRS and complete any related documentation (including but not limited to a Form W-8BEN, Form W-8BENE-E, or Form W-9) (the "**Tax Documents**"). The Trustee may condition any and all distributions to any Liquidating Trust Beneficiary upon the timely receipt of properly executed Tax Documents and receipt of such other documents as the Trustee reasonably requests, and in accordance with the Plan.

5.5 **Valuation**

Within 180 days after the Effective Date, the Trustee shall make a good faith valuation of the Liquidating Trust Assets. Such valuation shall be made available from time to time, to the

extent relevant, and used consistently by all parties for all United States federal income tax purposes. The Trustee also shall file (or cause to be filed) any other statements, returns or disclosures relating to the Liquidating Trust that are required by any governmental unit.

5.6 **Expedited Determination of Taxes**

The Trustee may request an expedited determination of taxes of the Liquidating Trust, under Section 505 of the Bankruptcy Code for all returns filed for, or on behalf of, the Liquidating Trust for all taxable periods through the termination of the Liquidating Trust.

5.7 **WARN Act Claim Reserve**

The Trustee shall deposit into the WARN Act Claim Reserve an aggregate amount of $500,000 in net recoveries from the liquidation and monetization of the Liquidating Trust Assets. Such deposit shall be distributed to the class representative for the benefit of members of the class as described in the Plan Supplement following the Effective Date on the occurrence of certain milestone events disclosed in the Plan Supplement until the WARN Act Claims are satisfied in full.

The WARN Act Claim Reserve is intended to qualify as a "qualified settlement fund" within the meaning of Section 1.468B-1 of the U.S. Treasury Regulations (the "**QSF Regulations**"). The Trustee shall be the "administrator" of the Trust within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations and, in such capacity, such administrator shall (i) prepare and timely file, or cause to be prepared and timely filed, such income tax and other tax returns and statements required to be filed and shall timely pay all taxes required to be paid by the WARN Act Claim Reserve solely out of the assets held in the WARN Act Claim Reserve, which

assets may be sold by the Trustee to the extent necessary to satisfy such tax liabilities, (ii) comply with all applicable tax reporting and withholding obligations, (iii) satisfy all requirements necessary to qualify and maintain qualification of Trust as a qualified settlement fund, within the meaning of the QSF Regulations, and (iv) take no action that could cause the Trust to fail to qualify as a qualified settlement fund within the meaning of the QSF Regulations.

The Trustee shall be authorized to take any and all actions that may be necessary or appropriate to comply with any applicable tax withholding, deduction, payment, and reporting requirements. All amounts properly withheld or deducted from distributions made out of the WARN Act Claim Reserve and paid over to the applicable taxing authority for the account of a holder of an Allowed WARN Act Claim shall be treated as part of the Distribution to such holder. Any federal, state or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from distributions hereunder. All holders of Allowed WARN Act Claims shall be required to provide any information necessary to effect the withholding and reporting of such taxes, including but not limited to any Tax Documents. The Trustee may condition any and all distributions to any holder of an Allowed WARN Act Claim upon the timely receipt of properly executed Tax Documents and receipt of such other documents as the Trustee reasonably requests, and in accordance with the Plan.

If the Trustee determines it would be cost effective to retain the services of a third-party administrator to administer the distributions to the holders of Allowed WARN Act Claims, then, in consultation with the counsel for such holders, the Trustee may retain the services of a settlement administrator (the "**Settlement Administrator**"). The Settlement Administrator shall be responsible for handling class noticing and all aspects of the administration of the distribution of

the WARN Act Claim Reserve and any other amounts distributable to the holders of WARN Act Claims pursuant to the Plan, including, but not limited to: (a) the formation of a qualified settlement fund as authorized by Treasury Regulation 1.486B-1(c) to accept, distribute, and otherwise administer the WARN Act Claim Reserve; (b) the preparation and mailing of settlement checks to each Class member; (c) the preparation and mailing of all W-2 and 1099 Forms and the compliance with any tax withholding obligations imposed by applicable law with respect to distributions to Class Members; (d) the processing of returned settlement checks as undeliverable, including re-mailing to forwarding addresses and tracing of current addresses; and (e) any other duties of the WARN Act Claims Administrator as set forth in the Plan.

ARTICLE VI

LIQUIDATING TRUST OVERSIGHT COMMITTEE

6.1 **Members; Action by Members.**

The TOC shall be composed of five (5) members appointed to represent the interests of holders of Allowed General Unsecured Claims. The initial TOC members shall be the following: ACE Engineering & Co., Ltd., Celestica LLC, Contemporary Amperex Technology Co., Limited, JMS Wind Energy, LLC and GreEnergy Resources LLC. Except as otherwise set forth in the Governing Documents, the TOC shall act by majority vote of TOC members then serving, provided, however, the TOC may continue to act in the event of one or more vacancies on the TOC, in which case majority vote of the TOC members then serving shall be required for action by the TOC.

6.2 **Duties.**

The members of the TOC shall serve in a fiduciary capacity representing holders of Allowed General Unsecured Claims. The TOC shall not have any fiduciary duties or responsibilities to any party other than Liquidating Trust Beneficiaries. Except for the duties and obligations expressed in this Trust Agreement, there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the TOC. To the extent that, at law or in equity, the TOC has duties (including fiduciary duties) and liabilities relating thereto to the Liquidating Trust, the other parties hereto, or any Liquidating Trust Beneficiaries, such duties and liabilities are replaced by the duties and liabilities of the TOC expressly set forth in this Trust Agreement.

6.3 **TOC Information Rights; Reports**

(a) The TOC shall have reasonable access to the Liquidating Trust's consultants and other advisors retained by the Liquidating Trust and its staff (if any), and information available to the Trustee, which access shall be made available as determined by the Trustee in his or her discretion.

(b) The TOC shall receive monthly reports concerning professional fees charged and annual reports on the Liquidating Trust's budget. Any disputes concerning same shall be brought before the Bankruptcy Court.

6.4 **[Reserved.]**

6.5 **Term of Office.**

(a) Each member of the TOC shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 6.5(b) below, (iii) his or her removal pursuant to Section 6.5(c) below, and (iv) the termination of the Trust pursuant to Section 7.2 below.

(b) A member of the TOC may resign at any time by written notice to the other members of the TOC and the Trustee. Such notice shall specify a date when such resignation shall take effect, which shall not be less than thirty (30) days after the date such notice is given, where practicable.

(c) A member of the TOC may be removed in the event that he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, or for other good cause, provided the member of the TOC has received reasonable notice and an opportunity to be heard. Other good cause shall mean, without limitation, fraud, self-dealing, intentional misrepresentation, wilful misconduct, indictment for or conviction of a felony in each case whether or not connected to the Liquidating Trust or a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member hereunder, such as repeated non-attendance at scheduled meetings. Such removal shall require the majority vote of the other members of the TOC and such removal shall take effect only upon the approval of the Bankruptcy Court.

6.6 **Appointment of Successor.**

(a) In the event of a TOC member vacancy, the remaining TOC members shall propose an individual as successor, subject to the approval of the Trustee, which approval may not be unreasonably withheld. In the event a successor TOC member is not appointed within sixty (60) days following the occurrence of such vacancy, the Bankruptcy Court may appoint a successor TOC member upon motion of the Trustee.

(b) Each successor member of the TOC shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 6.5(b) above, (iii) his or her removal pursuant to Section 6.5(c) above, and (iv) the termination of the Trust pursuant to Section 7.2 below.

(c) No successor TOC member shall be liable personally for any act or omission of his or her predecessor TOC member. No successor TOC member shall have any duty to investigate the acts or omissions of his or her predecessor TOC member. No TOC member shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

6.7 **Compensation and Expenses of the TOC.**

The members of the TOC shall not be entitled to compensation for their services but shall be reimbursed promptly for all reasonable and documented ordinary and customary out-of-pocket costs and expenses incurred in connection with the performance of their duties hereunder (which, for the avoidance of doubt, will not include professionals retained by an individual member of the TOC to advise such member). The Trust shall include a description of the amounts paid under this

Section 6.7 in the Annual Report to be filed with the Bankruptcy Court and posted on the Trust's Website.

6.8 **Procedures for Consultation with and Obtaining the Consent of the TOC.**

(a) Consultation Process.

(i) In the event the Trustee is required to consult with the TOC pursuant to Section 4.14 above, the Trustee shall provide the TOC with written advance notice of the matter under consideration, to the extent practicable, and with all relevant information and documents concerning the matter as is reasonably practicable under the circumstances. The Trustee shall also provide the TOC with such reasonable access to the consultants and other advisors retained by the Liquidating Trust and its staff (if any) as the TOC may reasonably request during the time that the Trustee is considering such matter, and shall also provide the TOC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustee, to the extent practicable.

(ii) In determining when to take definitive action on any matter subject to the consultation procedures set forth in this Section 6.8(a), the Trustee shall take into consideration the time required for the TOC to meet and consult as to such matter. In any event, the Trustee shall not take definitive action on any such matter until at least five (5) Business Days after providing the TOC with the initial written notice that such matter is under consideration by the Trustee, unless such time period is waived in writing by the TOC or at a meeting where the TOC and Trustee are present, or the Trustee determines in his reasonable discretion that definitive action is required earlier. Notwithstanding the

foregoing, the TOC shall have the authority to waive the consultation procedure or any component thereof set forth in this Section 6.8(a).

(b) Consent Process.

(i) In the event the Trustee is required to obtain the consent of the TOC pursuant to the Governing Documents or Section 4.15 hereof, the Trustee shall provide the TOC with a written notice stating that its consent is being sought, describing in detail the nature and scope of the action the Trustee proposes to take, and explaining in detail the reasons why the Trustee desires to take such action. The Trustee shall provide the TOC as much relevant additional information concerning the proposed action as is requested by the TOC and as is reasonably practicable under the circumstances. The Trustee shall also provide the TOC with such reasonable access to the Liquidating Trust consultants and other advisors retained by the Liquidating Trust and its staff (if any) as the TOC may reasonably request during the time that the Trustee is considering such action, and shall also provide the TOC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the Trustee.

(ii) For matters requiring the consent of the TOC:

(A) The TOC must consider in good faith and in a timely fashion any request for its consent by the Trustee, and must in any event advise the Trustee, in writing, of its consent or its objection to the proposed action within five (5) Business Days of receiving the original request for consent from the Trustee, unless the Trustee extends the time for such response. The TOC may not withhold its consent unreasonably. If the TOC decides to withhold its consent, it must explain in detail

its objections to the proposed action. If the TOC does not advise the Trustee, in writing, of its consent or its objections to the action within five (5) Business Days of receiving notice regarding such request (or within such additional time as may be granted by the Trustee in his or her discretion), the TOC's consent to the proposed actions shall be deemed to have been affirmatively granted.

(B) If, after following the procedures specified in this Section 6.8(b), the TOC continues to object to the proposed action and to withhold its consent to the proposed action, the Trustee and the TOC shall resolve their dispute pursuant to Section 7.12 below, provided, however in that event the TOC shall have the burden of proof to show the validity of the TOC's objection.

(c) Disputes. Any disputes between the TOC and the Trustee shall be resolved by the Bankruptcy Court.

ARTICLE VII

GENERAL PROVISIONS

7.1 **Irrevocability**

To the fullest extent permitted by applicable law, the Liquidating Trust is irrevocable.

7.2 **Term; Termination**

(a) The term for which the Liquidating Trust is to exist shall commence on the date of the filing of the Certificate of Trust and shall terminate pursuant to the provisions of this Section 7.2.

(b) The Trustee shall make continuing efforts to monetize any non-liquid Liquidating Trust Assets.

(c) The Trustee and the Liquidating Trust shall be discharged or dissolved, as the case may be, at such time as (a) the Trustee determines that there is no longer a need to initiate actions to resolve any remaining issues regarding the allowance and payment of Claims, or (b) all distributions of Cash and other Liquidating Trust Assets required to be made by the Trustee under the Plan and this Trust Agreement have been made in accordance with provisions of the Plan and this Trust Agreement, provided, however, that in no event shall the Liquidating Trust be dissolved later than five (5) years from the Effective Date unless the Bankruptcy Court, upon motion made by a party in interest within the six (6) month period prior to such fifth (5th) anniversary (and, in the event of further extension, at least six (6) months prior to the end of any extension period), determines that a fixed period extension is necessary to facilitate or complete the recovery on and liquidation of the Liquidating Trust Assets (the "**Dissolution Date**").

(d) On the Dissolution Date or as soon as reasonably practicable thereafter, after the wind-up of the affairs of the Liquidating Trust by the Trustee and payment of all of the liabilities have been provided for as required by applicable law including Section 3808 of the Act, all monies remaining in the Liquidating Trust shall be distributed or disbursed in accordance with Section 3.4 and Section 5.3(c) above.

(e) Following the dissolution and distribution of the assets of the Liquidating Trust, the Liquidating Trust shall terminate, and the Trustee shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the Liquidating Trust to be filed in accordance with the Act. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the Liquidating Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation. A certified copy of the Certificate of Cancellation shall be given to the Delaware Trustee for its records promptly following such filing.

7.3 **Amendments**

Any amendment to or modification of this Trust Agreement may be made in writing and only with the consent of the Trustee, the TOC (which consent in each case shall not be unreasonably withheld, conditioned or delayed) and subject to the approval of the Bankruptcy Court; provided, however, the Trustee may amend this Trust Agreement from time to time without the consent, approval or other authorization of, but with notice to, the Bankruptcy Court, to make: (i) minor modifications or clarifying amendments necessary to enable the Trustee to effectuate the provisions of this Trust Agreement; or (ii) modifications to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, statute, ruling or regulation of any federal, state or foreign governmental entity. Notwithstanding the foregoing, no amendment or modification of this Trust Agreement shall modify this Trust Agreement in a manner that is inconsistent with the Plan or the Confirmation Order other than to make minor modifications or clarifying amendments as necessary to enable the Trustee to effectuate the provisions of this Trust Agreement. Notwithstanding the foregoing, neither this Trust Agreement, nor any Exhibit to this Trust Agreement, shall be modified or amended in any way that could jeopardize, impair, or

modify the Liquidating Trust's "liquidating trust" status. Any amendment affecting the rights, duties, immunities or liabilities of the Delaware Trustee shall require the Delaware Trustee's written consent. Notwithstanding any other provision of this Trust Agreement, no material modifications may be made to this Section 7.3 of this Trust Agreement without the consent of the Trustee, the unanimous consent of the TOC, and subject to the approval of the Bankruptcy Court.

7.4 **Severability**

Should any provision in this Trust Agreement be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Trust Agreement.

7.5 **Notices**

(a) Notices to Liquidating Trust Beneficiaries shall be given in accordance with such person's claims form submitted to the Liquidating Trust.

(b) Any notices or other communications required or permitted hereunder to the following Parties shall be in writing and delivered to the addresses or e-mail addresses designated below, or to such other addresses or e-mail addresses as may hereafter be furnished in writing to each of the other Parties listed below in compliance with the terms hereof.

To the Liquidating Trust:

[_____]

With a copy (which shall not constitute notice) to:

[_____]

To the Delaware Trustee:

[_____]

With a copy (which shall not constitute notice) to:

[_____]

To the TOC:

ACE Engineering & Co., Ltd.

[_____]

Celestica LLC

[_____]

Contemporary Amperex Technology Co., Limited

[_____]

JMS Wind Energy, LLC

[_____]

GreEnergy Resources LLC

[_____]

(c) All such notices and communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses.

7.6 **Successors and Assigns**

The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Liquidating Trust, the Delaware Trustee, the Trustee, the TOC and their respective successors and assigns, except that neither the Liquidating Trust, the Delaware Trustee, nor the Trustee, may assign or otherwise transfer any of their rights or obligations, if any, under this Trust Agreement except in the case of the Delaware Trustee in accordance with Section 4.12 (d), and in the case of the Trustee in accordance with Section 4.2(d) above.

7.7 **Limitation on Liquidating Trust Interests for Securities Laws Purposes**

Liquidating Trust Interest (a) shall not be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will, under the laws of descent and distribution or otherwise by operation of law; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest.

7.8 **Exemption from Registration**

The Parties hereto intend that the interests of the Liquidating Trust Beneficiaries under this Trust Agreement shall not be "securities" under applicable laws, but none of the Parties hereto represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If it should be determined that any such interests

constitute "securities," the Parties hereto intend that the exemption provisions of Section 1145 of the Bankruptcy Code will be satisfied and the offer and sale under the Plan of the Liquidating Trust Interests will be exempt from registration under the Securities Act, all rules and regulations promulgated thereunder, and all applicable state and local securities laws and regulations.

7.9 **Entire Agreement; No Waiver**

The entire agreement of the Parties relating to the subject matter of this Trust Agreement is contained herein, and in the documents referred to herein (including the Plan), and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof or of any other right, power, or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

7.10 **Headings**

The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

7.11 **Governing Law**

The validity and construction of this Trust Agreement and all amendments hereto and thereto shall be governed by the laws of the State of Delaware, and the rights of all Parties hereto and the effect of every provision hereof shall be subject to and construed according to the laws of

the State of Delaware without regard to the conflicts of law provisions thereof that would purport to apply the law of any other jurisdiction; provided, however, that the Parties hereto intend that the provisions hereof shall control and there shall not be applicable to the Liquidating Trust, the Trustee, the Delaware Trustee, or this Trust Agreement, any provision of the laws (statutory or common) of the State of Delaware pertaining to trusts that relate to or regulate in a manner inconsistent with the terms hereof: (a) the filing with any court or governmental body or agency of Trustee accounts or schedules of Trustee fees and charges; (b) affirmative requirements to post bonds for the Trustee, officers, agents, or employees of a trust; (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of real or personal property; (d) fees or other sums payable to the Trustee, officers, agents, or employees of a trust; (e) the allocation of receipts and expenditures to income or principal; (f) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage, or other manner of holding of trust assets; (g) the existence of rights or interests (beneficial or otherwise) in trust assets; (h) the ability of beneficial owners or other persons to terminate or dissolve a trust; or (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of the Trustee or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustee, the TOC or the Delaware Trustee set forth or referenced in this Trust Agreement. Section 3540 of the Act shall not apply to the Liquidating Trust.

7.12 **Dispute Resolution**

(a) Unless otherwise expressly provided for herein, the dispute resolution procedures of this Section 7.12 shall be the exclusive mechanism to resolve any dispute arising under or with

respect to this Trust Agreement. For the avoidance of doubt, this Section 7.12 shall not apply to the Delaware Trustee in any respect.

(b) **Informal Dispute Resolution**. Any dispute under this Trust Agreement shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when a disputing party sends to the counterparty or counterparties a written notice of dispute ("**Notice of Dispute**"). Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed thirty (30) days from the date the Notice of Dispute is received by the counterparty or counterparties, unless that period is modified by written agreement of the disputing party and counterparty or counterparties. If the disputing party and the counterparty or counterparties cannot resolve the dispute by informal negotiations, then the disputing party may invoke the formal dispute resolution procedures as set forth below.

(c) **Formal Dispute Resolution**. The disputing party shall invoke formal dispute resolution procedures, within the time period provided in the preceding subparagraph, by serving on the counterparty or counterparties a written statement of position regarding the matter in dispute ("**Statement of Position**"). The Statement of Position shall include, but need not be limited to, any factual data, analysis or opinion supporting the disputing party's position and any supporting documentation and legal authorities relied upon by the disputing party. Each counterparty shall serve its Statement of Position within thirty (30) days of receipt of the disputing party's Statement of Position, which shall also include, but need not be limited to, any factual data, analysis or opinion supporting the counterparty's position and any supporting documentation and legal authorities relied upon by the counterparty. If the disputing party and the counterparty or counterparties are unable to consensually resolve the dispute within thirty (30) days after the last

of all counterparties have served its Statement of Position on the disputing party, the disputing party may file with the Bankruptcy Court a motion for judicial review of the dispute in accordance with Section 7.12(d) below.

(d) **Judicial Review**. The disputing party may seek judicial review of the dispute by filing with the Bankruptcy Court (or, if the Bankruptcy Court shall not have jurisdiction over such dispute, such court as has jurisdiction pursuant to Section 1.4 above) and serving on the counterparty or counterparties and the Trustee, a motion requesting judicial resolution of the dispute. The motion must be filed within forty-five (45) days of receipt of the last counterparty's Statement of Position pursuant to the preceding subparagraph. The motion shall contain a written statement of the disputing party's position on the matter in dispute, including any supporting factual data, analysis, opinion, documentation and legal authorities, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly administration of the Liquidating Trust. Each counterparty shall respond to the motion within the time period allowed by the rules of the court, and the disputing party may file a reply memorandum, to the extent permitted by the rules of the court.

(e) Notwithstanding anything to the contrary in this Trust Agreement, the Liquidating Trust shall bear the reasonable costs and expenses of the TOC in connection with any material dispute that arises under this Trust Agreement.

7.13 **Waiver of Conflicts**

To the extent that the Trustee or the TOC seek to retain any Liquidating Trust Professionals, the Parties agree to waive any conflict of interest claims against such professionals related to such

professionals' prior representation of the Committee or any individual member of the Committee during the Debtors' Chapter 11 Cases.

7.14 **Effectiveness**

This Trust Agreement shall become effective on the Effective Date.

7.15 **Counterpart Signatures**

This Trust Agreement may be executed in any number of counterparts and by different Parties on separate counterparts (including by PDF transmitted by e-mail), and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

7.16 **Waiver of Trial by Jury**

Each of the parties hereto hereby waives the right to trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Trust Agreement.

IN WITNESS WHEREOF, the Parties have executed this Trust Agreement this ____ day of _____, 2025.

TRUSTEE

_____

Brian F. Gleason

DELAWARE TRUSTEE

[_____]

By:_____

Name:

Title:

TOC MEMBER

By:_____

TOC MEMBER

By:_____

TOC MEMBER

By:_____

TOC MEMBER

By:_____

TOC MEMBER

By:_____

EXHIBIT 1

DEBTORS WIND-DOWN ADMINISTRATION The individual designated as the Trustee under this Trust Agreement shall also perform duties related to the Wind-Down of the Debtors, in his or her capacity as a Wind-Down Officer. The Wind-Down Officer shall be named as an insured in connection with his or her role as Wind-Down Officer during the wind down period of the Debtors' Estate or until the termination of the Debtors' corporate or other existence, with such insurance to provide a tail period thereafter for the Wind-Down Officer.

A. **Administration of the Wind-Down**. Post-Effective Date the Trustee, in his or her capacity as Wind-Down Officer, shall administer the responsibilities of the Debtors, including, but not limited to:

i. effectuating the process to wind down, dissolve and liquidate the Estates and distribute any remaining assets in accordance with the Plan, including taking any steps to dissolve, liquidate, bankrupt or take other similar action with respect to the Debtors and any direct or indirect subsidiary of a Debtor, if and to the extent necessary, including by terminating the corporate or organizational existence of the Debtors and each such subsidiary;

ii. implementing, enforcing, complying with and effectuating, as applicable, all provisions of the Plan and the obligations under the Plan;

iii. preparing and filing appropriate tax returns and other reports on behalf of the Debtors and paying taxes or other obligations owed by the Debtors;

iv. entering into and consummating any transactions for the purpose of dissolving the Debtors;

v. winding down the affairs of the Debtors, if and to the extent necessary, including establishing any administrative reserves necessary, and taking any steps to dissolve, liquidate, bankrupt, or take other similar action with respect to the Debtors, including by terminating the corporate or organizational existence of the Debtors;

vi. taking such actions as are necessary or appropriate to close the Debtors' Chapter 11 Cases;

vii. maintaining the books and records and accounts of the Debtors and resolving issues pertaining to the retention or disposal of the books and records of the Debtors;

viii. providing periodic reports and updates to the Liquidating Trust, no less than quarterly, regarding the status of the administration of the Wind-Down of the Debtors;

ix. to the extent not made on or prior to the Effective Date, making distributions on behalf of the Debtors, including through the disbursing agents, to all parties that are entitled to distributions pursuant to the Plan from funds of the Debtors, including to the Liquidating Trust and/or the Direct Claims Trust as set forth in the Plan; and

x. paying the expenses of the Wind-Down from the Debtors' assets, including insurance for the Wind-Down Officer.

B. **Books and Records of Wind-Down**. The Trustee, in his or her capacity as Wind-Down Officer, shall maintain, in respect of the Wind-Down of the Debtors' Estates, all books and

records of the Debtors, in such detail and for such period of time as may be necessary to enable it to make full and proper reports in respect thereof.

C. **Tax Reporting and Payments for Wind-Down**. The Trustee, in his or her capacity as Wind-Down Officer, may request an expedited determination of taxes of the Debtors, under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the Debtors for all taxable periods through dissolution.

D. **Wind-Down Fees**. The Trustee, in his or her capacity as Wind-Down Officer, shall be entitled to charge his or her standard hourly rates for time spent performing duties related to the Wind-Down of the Debtors. Fees charged for time spent performing duties related to the Wind-Down of the Debtors shall be paid in addition to fees charged for time spent performing duties related to the Liquidating Trust.

EXHIBIT 2

CERTIFICATE OF TRUST OF THE

POWIN LIQUIDATING TRUST

This Certificate of Trust of the POWIN LIQUIDATING TRUST (the "*Trust*") is being duly executed and filed by the undersigned Trustees of the Trust, to form a statutory trust under the Delaware Statutory Trust Act (12 Del. Code § 3801 *et seq.*) (the "*Act*").

Name. The name of the statutory trust formed hereby is:

POWIN LIQUIDATING TRUST

Delaware Trustee. The name and business address of the Delaware Trustee of the Trust in the State of Delaware is:

[•]

Effective Date. This Certificate of Trust shall be effective on _____ ___, 2025.

IN WITNESS WHEREOF, the undersigned, being all of the trustees of the Trust, have duly executed this Certificate of Trust in accordance with Section 3811(a) of the Act.

TRUSTEE:

[•], not in its individual capacity, but solely as
Delaware Trustee

By: _____

_____
[_____], in his capacity as a trustee and not individually.

Name:
Title:

EXHIBIT 3

INVESTMENT GUIDELINES

Consistent with the provisions of Rev. Proc. 94-45 and notwithstanding any other provision of the Trust Agreement, the investment powers of the Trustee, other than those reasonably necessary to maintain the value of the assets and to further the liquidating purpose of the trust, must be limited to powers to invest in demand and time deposits, such as short-term certificates of deposit, in banks or other savings institutions, or other temporary, liquid investments, such as Treasury bills.

Exhibit 10

(Direct Claims Trust Agreement - Exh. D)

EXHIBIT D

(Direct Claims Trust Agreement)

POWIN DIRECT CLAIMS TRUST

POWIN DIRECT CLAIMS TRUST AGREEMENT

Dated as of [●], 2025

Pursuant to the Joint Combined Disclosure Statement and

Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof

and the Official Committee of Unsecured Creditors

Dated October 15, 2025

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POWIN DIRECT CLAIMS TRUST AGREEMENT

This Powin Direct Claims Trust Agreement (this "**Trust Agreement**"), dated the date set forth on the signature page hereof and effective as of the Effective Date, is entered into pursuant to the Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates thereof and the Official Committee of Unsecured Creditors Docket No. [939] (as may be further amended or modified, the "**Plan**"),[1] in Case No. 25-16137 (MBK) in the United States Bankruptcy Court for the District of Delaware ("**Bankruptcy Court**") by the Trustee identified on the signature pages hereof (the "**Trustee**") and [_____] (the "**Delaware Trustee**"), and the members of the Oversight Committee who are the individuals further identified on the signature page hereto (together with any successors serving in such capacity, the "**TOC**" and, together with the Trustee and the Delaware Trustee, the "**Parties**").

RECITALS

WHEREAS, the Plan contemplates the creation of the Powin Direct Claims Trust (the "**Direct Claims Trust**");

WHEREAS, the Confirmation Order has been entered by the Bankruptcy Court;

WHEREAS, pursuant to the Plan, the Direct Claims Trust is established to receive and monetize the Direct Claims Trust Assets;

---

[1] All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Plan, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or in the Plan, but defined in the Bankruptcy Code or Bankruptcy Rules, shall have the meanings ascribed to them by the Bankruptcy Code and Bankruptcy Rules, and such definitions are incorporated herein by reference.

WHEREAS, the Trustee shall administer the Direct Claims Trust in accordance with the terms of the Plan, the Confirmation Order and this Trust Agreement (the "**Governing Documents**"); and

WHEREAS, pursuant to the Plan, the Direct Claims Trust is intended to qualify as a "grantor trust" for United States federal income tax purposes, pursuant to Sections 671-679 of the Internal Revenue Code (the "**IRC**"), with the contributors of Direct Claims to the Direct Claims Trust (the "**Direct Claims Trust Beneficiaries**" and the interests in the Direct Claims Trust held by such Direct Claims Trust Beneficiaries, the "**Direct Claims Trust Interests**") treated as the grantors of the Direct Claims Trust.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

AGREEMENT OF TRUST

1.1 Creation and Name

There is hereby created a trust known as the "Powin Direct Claims Trust." The Trustee of the Direct Claims Trust may transact the business and affairs of the Direct Claims Trust in the name of the Direct Claims Trust, and references herein to the Direct Claims Trust shall include the Trustee acting on behalf of the Direct Claims Trust. It is the intention of the Parties that the Direct Claims Trust qualify as a "grantor trust" within the meaning of Sections 671-677 of the IRC and that this Trust Agreement constitute the governing instrument of the Direct Claims Trust. The Trustee and the Delaware Trustee are hereby authorized and directed to execute and file a Certificate of Trust with the Delaware Secretary of State in the form attached hereto as **Exhibit 1**.

1.2 **Purpose**

The purposes of the Direct Claims Trust are to:

(a) receive and monetize the Direct Claims Trust Assets pursuant to the terms of the Plan and the Confirmation Order;

(b) pursue, and if applicable, resolve (by way of settlement, judgment, or otherwise) the Direct Claims which constitute Direct Claims Trust Assets;

(c) hold, manage, protect and invest the Direct Claims Trust Assets, together with any income or gain earned thereon and proceeds derived therefrom (collectively, the "**Trust Assets**"), and monetize any non-liquid Trust Assets, in accordance with the terms of the Governing Documents for the benefit of the Direct Claims Trust Beneficiaries, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the purposes of the Direct Claims Trust;

(d) make distributions of Trust Assets ("**Direct Claims Trust Distributions**") to Direct Claims Trust Beneficiaries in accordance with and subject to the terms of this Trust Agreement and the Plan; and

(e) engage in any lawful activity that is appropriate and in furtherance of the purposes of the Direct Claims Trust to the extent consistent with the Governing Documents.

1.3 **Transfer of Assets**

Pursuant to, and in accordance with Article 13.3(b)(ii) of the Plan, the Direct Claims Trust has received the Direct Claims Trust Assets. The Direct Claims Trust Assets and any other assets

to be transferred to the Direct Claims Trust under the Plan will be transferred to the Direct Claims Trust free and clear of any liens or other claims by the Debtors, any creditor, or other entity.

The Contributing Direct Claim Holders shall automatically be deemed to transfer, assign, and deliver to the Direct Claims Trust, or the Trustee on behalf of the Direct Claims Trust, all of their respective rights, title and interests in and to their Direct Claims and any privilege or immunity attaching to any document or communications (whether written or oral) associated with any of the contributed Direct Claims, provided, however, that such Contributing Direct Claim Holders shall retain a co-equal interest in any assigned privilege or immunity and shall not waive such privilege or immunity without such Contributing Direct Claim Holders' consent. Contributing Direct Claim Holders shall only be permitted to withdraw their Direct Claims from the Direct Claims Trust by providing written notice to the Trustee prior to the Effective Date of the Plan, where upon such withdrawal such previously Contributing Direct Claim Holder shall no longer be a Direct Claims Trust Beneficiary.

The Liquidating Trust and this Direct Claims Trust have a common, joint interest in the Causes of Action. Pursuant to the terms of this Trust Agreement, the Trustee is authorized to utilize any privileged documents or communications in his or her capacity as Liquidating Trustee, and the Trustee is authorized to utilize any privileged documents belonging to the Liquidating Trust in his or her capacity as Trustee, in each case without any prior notification to the Liquidating Trust Beneficiaries, and the Trustee is authorized to receive and utilize any such privileged documents or communications in his or her discretion, in connection with the Causes of Action.

For purposes of this Section 1.3, "privilege" means attorney-client privilege or work product protection (or both as the case may be) as those terms are defined in Federal Rule of

Evidence 502(g) or any other privilege or immunity available under any applicable law. All communications between the Trustee and the TOC shall be deemed privileged and confidential communications, it being acknowledged that the subject matter of such communications is with respect to common litigation interests. Such communications shall not be disclosed to any third parties except as may be required by an order of a court of competent jurisdiction upon prior notice to the Trustee or to the extent permitted under the cooperation provisions of this Section 1.3; provided, however, that the Trustee may reference or utilize such communications in a complaint or other court pleading; provided, further, that the Trustee takes customary precautions to preserve the confidentiality of such documents including but not limited to filing such complaints or other court pleadings under seal or redact references to such documents and/or communications, as appropriate, unless a court of competent jurisdiction orders otherwise. For the avoidance of doubt, the TOC, each member serving on the TOC, and each Direct Claims Trust Beneficiary shall have no right, title or interest in and/or to any privilege or immunity that the Direct Claims Trust Beneficiaries transfer, assign, and deliver to the Direct Claims Trust and the Trustee in his or her capacity as the Trustee, and such privilege and immunity shall only be the Direct Claims Trust's and Trustee's in its capacity as the Trustee to preserve, assert or waive.

1.4 **Acceptance of Assets and Assumption of Liabilities**

(a) In furtherance of the purposes of the Direct Claims Trust, the Direct Claims Trust hereby expressly accepts the transfer to the Direct Claims Trust of the Direct Claims Trust Assets in the time and manner as, and subject to the terms, contemplated in the Plan.

(b) In this Trust Agreement, the words "must," "will," and "shall" are intended to have the same mandatory force and effect, while the word "may" is intended to be permissive rather than mandatory.

(c) The Bankruptcy Court shall have continuing jurisdiction over the Direct Claims Trust, provided, however, that the courts of the State of Delaware, including any federal court located therein, shall also have jurisdiction over the Direct Claims Trust.

ARTICLE II

POWERS, TRUST ADMINISTRATION, AND REPORTING

2.1 **Powers**

(a) The Trustee is and shall act as a fiduciary to the Direct Claims Trust in accordance with the provisions of the Governing Documents. The Trustee shall, at all times, administer the Direct Claims Trust in accordance with the purposes set forth in Section 1.2 above and the Plan. Subject to the limitations set forth in the Governing Documents, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or proper to fulfil the purposes of the Direct Claims Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto and not inconsistent with the requirements of Section 2.2 below, and any trust power now or hereafter permitted under the laws of the State of Delaware.

(b) Except as required by applicable law or as otherwise specified herein or in the Plan or the Confirmation Order, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(c) Without limiting the generality of Section 2.1(a) above, and except as limited herein, including as set forth in Sections 4.14 and 4.15 of this Trust Agreement, or by the Plan, the Trustee shall have the power to:

(i) receive and monetize the Direct Claims Trust Assets and exercise all rights with respect thereto;

(ii) invest the monies held from time to time by the Direct Claims Trust in accordance with the Investment Guidelines pursuant to Section 3.2 below;

(iii) incur expenses and other obligations of the Direct Claims Trust necessary to carry out the purposes of the Direct Claims Trust in accordance with this Trust Agreement and the Plan, and arrange for such expenses to be advanced by the Liquidating Trust as set forth in this Trust Agreement and the Plan;

(iv) to borrow such sums of money or enter into litigation funding agreements, at any time and from time to time, for such periods of time, upon such terms and conditions, from such Persons, for such purposes as the Trustee deems reasonable;

(v) establish such funds, reserves, and accounts within the Direct Claims Trust, as the Trustee deems useful in carrying out the purposes of the Direct Claims Trust;

(vi) commence, pursue, investigate, prosecute, settle and resolve any of the Direct Claims which constitute Direct Claims Trust Assets;

(vii) establish, supervise, and administer the Direct Claims Trust and make distributions to Direct Claims Trust Beneficiaries pursuant to the terms of Governing Documents;

(viii) appoint such officers and retain such consultants, advisors, independent contractors, experts and agents and engage in such legal, financial, administrative,

accounting, investment, auditing, forecasting, and alternative dispute resolution services and activities as the Direct Claims Trust requires, and delegate to such persons such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in his or her discretion, deems advisable or necessary in order to carry out the terms of this Trust Agreement;

(ix) pay reasonable compensation for any of the Direct Claims Trust's consultants, advisors, independent contractors, experts, and agents for legal, financial, administrative, accounting, investment, auditing, forecasting, and alternative dispute resolution services and activities as the Direct Claims Trust requires, as well as the fees and expenses of the TOC and TOC Professionals, in each case, subject to the procedures set forth herein;

(x) pay reasonable compensation for the Trustee, the Delaware Trustee, consultants, advisors, independent contractors, experts and agents, and reimburse the Trustee and the Delaware Trustee for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder, in each case, subject to the procedures set forth herein;

(xi) enter into such other arrangements with third parties as the Trustee deems useful in carrying out the purposes of the Direct Claims Trust, provided such arrangements are not material and do not conflict with any other provision of this Trust Agreement or the Plan;

(xii) in accordance with Section 4.4 below, defend, indemnify, and hold harmless (and purchase insurance indemnifying) the Trust Indemnified Parties (as defined in Section 4.4 below), to the fullest extent that a statutory trust organized under the laws of the State

of Delaware is from time to time entitled to defend, indemnify, hold harmless, and/or insure its directors, trustees, officers, employees, consultants, advisors, agents, and representatives. No party shall be indemnified in any way for any liability, expense, claim, damage, or loss for which he or she is liable under Section 4.4 below; and

(xiii) exercise any and all other rights, and take any and all other actions as are permitted, of the Trustee in accordance with the terms of this Trust Agreement and the Plan.

(d) The Direct Claims Trust shall not have the power to guarantee any debt of other persons.

(e) The Trustee shall endeavour to make timely distributions and not unduly prolong the duration of the Direct Claims Trust.

(f) The Trustee shall consult with the TOC on the matters set forth in Section 4.14 below. The Trustee shall obtain the consent of the TOC prior to taking action with respect to the matters set forth in Section 4.15 below, as and to the extent set forth therein.

2.2 **General Administration**

(a) The Trustee shall act in accordance with the Governing Documents. In the event of a conflict between the terms of this Trust Agreement and the Plan, the terms of the Plan shall control. For the avoidance of doubt, this Trust Agreement shall be construed and implemented in accordance with the Plan, regardless of whether any provision herein explicitly references the Plan.

(b) The Trustee shall (i) timely file such tax returns and pay any taxes imposed on the Direct Claims Trust in accordance with Section 5.3, (ii) comply with all applicable reporting and

withholding obligations in accordance with Section 5.4, and (iii) satisfy all requirements necessary to qualify and maintain qualification of the Direct Claims Trust as a "grantor trust" pursuant to Sections 671-677 of the IRC.

(c) Other than the obligations of the Trustee specifically set forth in the Governing Documents, the Trustee shall have no obligations of any kind or nature with respect to his or her position as such.

(d) The Liquidating Trust and the Direct Claims Trust shall fully cooperate with each other with respect to their respective investigation and/or prosecution of any Causes of Action. As indicated in Article I, Section 1.3 of this Trust Agreement, cooperation shall include, but not be limited to, sharing and/or exchanging documents obtained in discovery and such other forms of mutual cooperation that, in the sole discretion of the Trustee is appropriate and in the best interest of the Liquidating Trust and the Direct Claims Trust. Such cooperation shall be subject to all available common interest protection and/or privileges applicable to the foregoing investigation and/or prosecution.

(e) In the event that (i) the Liquidating Trust and the Direct Claims Trust prosecute related claims against a single defendant, (ii) a recovery is received related to such claims, and (iii) the Trustee determines in his or her commercially reasonable judgment that there is no clear allocation of such recovery between claims brought by the Liquidating Trust and claims brought by the Direct Claims Trust, the Trustee shall in its discretion allocate between 40-60% of such recovery to the Trust with the remainder to be allocated to the Liquidating Trust.

2.3 **Reporting**

(a) The Trustee shall timely prepare, file and distribute such statements, reports and submissions to the extent required by applicable law.

(b) The Trustee shall cause to be prepared and filed with the Bankruptcy Court, no later than thirty-one (31) days after June 30 and December 31 of each calendar year, a semi-annual report (the "**Semi-Annual Report**") regarding the administration of property subject to its ownership and control pursuant to the Plan, distributions made by it and other matters relating to the implementation of the Plan.

(c) The Trustee shall cause to be prepared and filed with the Bankruptcy Court, as soon as available, and in any event no later than one hundred and twenty (120) days following the end of each fiscal year, an annual report (the "**Annual Report**") containing special-purpose financial statements of the Direct Claims Trust (including, without limitation, a special-purpose statement of assets, liabilities and net claimants' equity, a special-purpose statement of changes in net claimants' equity and a special-purpose statement of cash flows). The Trustee shall not be required to obtain an audit of the Annual Report by a firm of independent certified public accountants. The Annual Report shall be made available to the Direct Claims Trust Beneficiaries by means of actual notice, provided, however, the Trustee may post the Annual Report on a website maintained by the Direct Claims Trust in lieu of actual notice to each Direct Claims Trust Beneficiary (unless otherwise required by law) (the "**Website**").

ARTICLE III

ACCOUNTS, INVESTMENTS, AND PAYMENTS

3.1 **Accounts**

(a) The Trustee shall maintain one or more accounts (the "**Trust Accounts**") on behalf of the Direct Claims Trust with one or more financial depository institutions (each a "**Financial Institution**").

(b) The Trustee may replace any retained Financial Institution with a successor Financial Institution at any time, and such successor shall be subject to the considerations set forth in Section 3.1(a) above.

(c) The Trustee may, from time to time, create such accounts and reasonable reserves within the Trust Accounts as authorized in this Section 3.1 and as he or she may deem necessary, prudent or useful in order to provide for distributions to the Direct Claims Trust Beneficiaries and may, with respect to any such account or reserve, restrict the use of money therein for a specified purpose (the "**Trust Subaccounts**"). Any such Trust Subaccounts established by the Trustee shall be held as Trust Assets and are not intended to be subject to separate entity tax treatment as a "disputed claims reserve," a "disputed ownership fund," or a "qualified settlement fund" within the meaning of the IRC or Treasury Regulations.

3.2 **Investment Guidelines**

(a) The Trustee may invest the Trust Assets in accordance with the Investment Guidelines, attached hereto as **Exhibit 2** (the "**Investment Guidelines**").

(b) In the event the Direct Claims Trust holds any non-liquid assets, the Trustee shall own, protect, oversee, and monetize such non-liquid assets in accordance with the Governing Documents. This Section 3.2(b) is intended to modify the application to the Direct Claims Trust of the "prudent person" rule, "prudent investor" rule and any other rule of law that would require the Trustee to diversify the Trust Assets.

(c) Cash proceeds received by the Direct Claims Trust in connection with its monetization of the non-liquid Trust Assets shall be invested in accordance with the Investment Guidelines until needed for the purposes of the Direct Claims Trust as set forth in Section 1.2 above.

3.3 **Payment of Operating Expenses**

(a) All operating expenses of the Direct Claims Trust shall be paid by the Trustee from the proceeds of Trust Assets in accordance with this Trust Agreement. In the event that amounts need to be advanced to the Direct Claims Trust by the Liquidating Trust in order to pay Trust expenses, such advances shall be repaid to the Liquidating Trust in full upon realization of a recovery of Direct Claims Trust Assets before distribution of any proceeds to the Direct Claims Trust Beneficiaries.[2] None of the Trustee, Delaware Trustee, the TOC, the Direct Claims Trust Beneficiaries, nor any of their officers, agents, advisors, professionals or employees shall be personally liable for the payment of any operating expense or other liability of the Direct Claims Trust. Except as expressly set forth in the Plan, none of the Debtors, nor any of their officers, agents, advisors, professionals or employees shall be liable for the payment of any operating

[2] The Direct Claims Trust will not make any additional payments the Liquidating Trust, including but not limited to cooperation payments as referenced in the Plan, without the approval of the TOC.

expense or other liability of the Direct Claims Trust, the Trustee, the Delaware Trustee or the TOC. To the extent that the Trustee determines that the Direct Claims Trust is likely to incur a cash shortfall prior to the termination and winding up of the Direct Claims Trust, the Trustee may determine to establish cash reserves from the corpus of the Direct Claims Trust, which cash reserves shall be allocated equitably to the Direct Claims Trust Beneficiaries by the Trustee in his or her judgment.

(b) Direct Claims Trust Beneficiaries who incur out-of-pocket expenses from and after the Effective Date in connection with the Trust's pursuit of their Direct Claims, including out-of-pocket expenses for producing documents, sitting for depositions, or testifying at trial, shall be reimbursed their reasonable costs, subject to review and objection by the Trustee and TOC.

3.4 **Distributions to Direct Claims Trust Beneficiaries**

(a) The Trustee will make distributions to Direct Claims Trust Beneficiaries in a fair, consistent and equitable manner in accordance with the Governing Documents.

(b) Distributions to Direct Claims Trust Beneficiaries shall be made, as determined by the Trustee in his or her discretion subject to the terms of the Plan, provided, however, the Direct Claims Trust must distribute at least annually to the Direct Claims Trust Beneficiaries its net income plus all net proceeds from the sale of assets, except that the Direct Claims Trust may retain an amount of net proceeds or net income reasonably necessary to maintain the value of its assets or to meet claims and contingent liabilities (including disputed claims). Such distributions shall be made to the Direct Claims Trust Beneficiaries pro rata in proportion to the amount of their Allowed Claims.

(c) The Direct Claims Trust may withhold or deduct from amounts distributable to any Person any and all amounts, determined in the Trustee's reasonable sole discretion, required by any law, regulation, rule, ruling, directive, or other governmental requirement (including, without limitation, tax withholding in accordance with Section 5.4 below).

(d) The Trustee may retain a distribution agent for the effective administration and distribution of amounts payable to Direct Claims Trust Beneficiaries; provided, however, that such distribution agent shall have no greater authority than, and shall be subject to the same restrictions as, the Trustee under this Trust Agreement.

(e) Subject to Bankruptcy Rule 9010, any distribution to a Direct Claims Trust Beneficiary shall be made: (1) at the addresses set forth on the respective proofs of Claim filed by such holders; (2) at the address set forth in any written notices of address changes delivered to the Trustee after the date of any related proof of Claim; or (3) at the address reflected in the schedules if no proof of Claim is filed with the Trustee and the Trustee has not received a written notice of a change of address. Except as set forth in the Plan, if any Direct Claims Trust Distribution or other communication from the Direct Claims Trust is returned as undeliverable, no further Direct Claims Trust Distribution shall be made to such holder unless the Trustee is notified in writing of such holder's then current address. Undeliverable Direct Claims Trust Distributions shall remain in the possession of the Trustee until the earlier of (i) such time as a Direct Claims Trust Distribution becomes deliverable or (ii) such undeliverable Direct Claims Trust Distribution becomes unclaimed property pursuant to the provisions of the Plan and this Trust Agreement. Except as required by law, the Trustee (or its duly authorized agent) shall have no obligation to locate any Direct Claims Trust Beneficiary.

(f) After final Direct Claims Trust Distributions have been made in accordance with the Governing Documents, and adequate provision has been made for all final obligations of the Direct Claims Trust, the Trustee shall have the authority to direct the remaining Trust Assets to a tax-exempt organization as selected by the Trustee in his or her discretion.

(g) Checks issued to Direct Claims Trust Beneficiaries shall be null and void if not negotiated within one hundred eighty (180) calendar days after the date of issuance thereof. Requests for reissuance of any voided check shall be made directly to the Trustee by the Direct Claims Trust Beneficiary to whom such check was originally issued. Any Direct Claim in respect of such a voided check shall be made within one hundred eighty (180) calendar days after the date of issuance of such check. If no request is made as provided in the preceding sentence, the check shall be deemed undistributable and shall be subject to the provisions of Section 3.4(c).

(h) Cash payments to foreign Direct Claims Trust Beneficiaries may be made, at the option of the Trustee, in such funds and by such means as are necessary or customary in the foreign jurisdiction of such foreign holder.

(i) The Trustee shall have the discretion to determine the timing of Direct Claims Trust Distributions in the most efficient and cost-effective manner possible; provided, however, that the Trustee's discretion may not be exercised in a manner inconsistent with any express requirements of the Plan.

(j) Notwithstanding any provision in the Governing Documents to the contrary, the Trustee, in the Trustee's sole discretion, may decline to make any distribution of $100 or less, due to the economic inefficiency of making a distribution of such a de minimis amount.

ARTICLE IV

TRUSTEE; DELAWARE TRUSTEE

4.1 **Number**

In addition to the Delaware Trustee appointed pursuant to Section 4.12 below, there shall be one (1) Trustee who shall be the person named on the signature pages hereof.

4.2 **Term of Service**

(a) The Trustee shall serve from the Effective Date until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 4.2(b) below, (iii) his or her removal pursuant to Section 4.2(c) below, or (iv) the termination of the Direct Claims Trust pursuant to Section 7.2 below.

(b) The Trustee may resign at any time upon written notice filed with the Bankruptcy Court and delivered to the TOC. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The Trustee may be removed by the Bankruptcy Court upon motion by the TOC in the event the Trustee becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence or for other good cause. Other good cause shall include, without limitation, (i) fraud, self-dealing, intentional misrepresentation, wilful misconduct, indictment for or conviction of a felony, in each case whether or not connected to the Direct Claims Trust, or (ii) a consistent pattern of neglect and failure to perform or participate in performing the duties of Trustee hereunder.

(d) In the event of any vacancy in the office of the Trustee, including the death, resignation or removal of any Trustee, such vacancy shall be filled by the TOC as set forth herein. The TOC will nominate an individual to serve as successor Trustee. If the majority of the TOC then in office agree upon a successor Trustee, then, subject to the approval of the Bankruptcy Court, such individual shall become the Trustee. In the event that a majority of the TOC then in office cannot agree on a successor Trustee, the matter will be resolved pursuant to Section 7.12 below.

(e) Immediately upon the appointment of any successor Trustee pursuant to Section 4.2(d) above, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in and undertaken by the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee. No predecessor Trustee shall be liable personally for any act or omission of his or her successor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of his or her predecessor Trustee.

(f) Each successor Trustee shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 4.2(b) above, (iii) his or her removal pursuant to Section 4.2(c) above, and (iv) the termination of the Direct Claims Trust pursuant to Section 6.2 below.

4.3 **Compensation and Expenses of the Trustee**

(a) The Trustee shall receive compensation on an hourly basis for its service as Trustee on matters related to the operation of the Trust. The hourly rate shall be the Trustee's usual and customary rate then in effect, which currently range from $855 per hour (subject to the consent of the TOC, which consent shall not be unreasonably withheld or delayed).

(b) The Direct Claims Trust will promptly reimburse the Trustee for all reasonable and documented out-of-pocket costs and expenses incurred by the Trustee in connection with the performance of his or her duties hereunder.

4.4 **Standard of Care; Exculpation**

(a) As used herein, the term "**Trust Indemnified Party**" shall mean each of (i) the Trustee, (ii) the Delaware Trustee, (iii) the TOC and (iv) the officers, employees, consultants, advisors, and agents of each of the Direct Claims Trust, the Trustee and the TOC, including the Trustee Professionals and the TOC Professionals.

(b) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall not have or incur any liability for actions taken or omitted in their capacities as Trust Indemnified Parties, or on behalf of the Direct Claims Trust, except those acts found by a final order of a court of competent jurisdiction ("**Final Order**") to be arising out of their wilful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification and reimbursement for reasonable fees and expenses in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the Direct Claims Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or this Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case except for any actions or inactions found by Final Order to be arising out of their wilful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the Direct Claims Trust.

(c) To the extent that, at law or in equity, the Trust Indemnified Parties have duties (including fiduciary duties) or liability related thereto, to the Direct Claims Trust or the Direct Claims Trust Beneficiaries, it is hereby understood and agreed by the Parties that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Trust Indemnified Parties; provided, however, that with respect to the Trust Indemnified Parties other than the Delaware Trustee the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to this Section 4.4 and its subparts.

4.5 **Protective Provisions**

(a) Every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to Trust Indemnified Parties shall be subject to the provisions of this Section 4.5.

(b) In the event the Trustee retains counsel (including at the expense of the Direct Claims Trust), the Trustee shall be afforded the benefit of the attorney-client privilege with respect to all communications with such counsel, and in no event shall the Trustee be deemed to have waived any right or privilege including, without limitation, the attorney-client privilege even if the communications with counsel had the effect of guiding the Trustee in the performance of duties hereunder. Such attorney-client privilege shall be vested solely in the Trustee, on behalf of the Direct Claims Trust, and not in the TOC, or any other person, committee or subcomponent of the Direct Claims Trust, or any other person (including counsel and other professionals) who has been engaged by, represents, or has represented any holder of Direct Claim. A successor Trustee shall

succeed to and hold the same respective rights and benefits of the predecessor for purposes of privilege, including the attorney-client privilege. No Party or other person may raise any exception to the attorney-client privilege described herein as any such exceptions are hereby waived by all Parties.

(c) No Trust Indemnified Party shall be personally liable under any circumstances, except for his or her own wilful misconduct, bad faith, gross negligence or fraud as determined by a Final Order.

(d) No provision of this Trust Agreement shall require the Trust Indemnified Parties to expend or risk their own personal funds or otherwise incur financial liability in the performance of their rights, duties and powers hereunder.

(e) In the exercise or administration of the Direct Claims Trust hereunder, the Trust Indemnified Parties (i) may act directly or through their respective agents or attorneys pursuant to agreements entered into with any of them, and the Trust Indemnified Parties shall not be liable for the default or misconduct of such agents or attorneys if such agents or attorneys have been selected by the Trust Indemnified Parties in good faith and with due care, and (ii) may consult with counsel, accountants and other professionals to be selected by them in good faith and with due care and employed by them, and shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the advice or opinion of any such counsel, accountants or other professionals.

4.6 **Indemnification**

(a) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall be entitled to indemnification and reimbursement for reasonable fees and expenses (including attorneys' fees and costs but excluding taxes in the nature of income taxes imposed on compensation paid to the Trust Indemnified Parties) in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the Direct Claims Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or the Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case, except for any actions or inactions found by Final Order to be arising out of their wilful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the Trust Assets.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trust Indemnified Parties in connection with any action, suit or proceeding, whether civil, administrative or arbitrative, from which they are indemnified by the Direct Claims Trust shall be paid by the Direct Claims Trust from the Direct Claims Trust Assets in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trust Indemnified Parties, to repay such amount in the event that it shall be determined ultimately by Final Order that the Trust Indemnified Parties or any other potential indemnitee are not entitled to be indemnified by the Direct Claims Trust. The Trustee may, in his or her discretion, authorize an advance of reasonable expenses, costs and fees (including attorneys' fees and costs) to be incurred by or on behalf of the Trust Indemnified Parties, as set forth herein.

(c) The Trustee shall purchase and maintain appropriate amounts and types of insurance on behalf of the Trust Indemnified Parties, as determined by the Trustee, which may include insurance with respect to liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trust Indemnified Party, and/or as an employee, agent, lawyer, advisor or consultant of any such person.

(d) The indemnification provisions of this Trust Agreement with respect to any Trust Indemnified Party shall survive the termination of such Trust Indemnified Party from the capacity for which such Trust Indemnified Party is indemnified. Modification of this Trust Agreement shall not affect any indemnification rights or obligations in existence at such time. In making a determination with respect to entitlement to indemnification of any Trust Indemnified Party hereunder, the person, persons or entity making such determination shall presume that such Trust Indemnified Party is entitled to indemnification under this Trust Agreement, and any person seeking to overcome such presumption shall have the burden of proof to overcome the presumption.

(e) The rights to indemnification hereunder are not exclusive of other rights which any Trust Indemnified Party may otherwise have at law or in equity, including common law rights to indemnification or contribution.

4.7 **Trustee Independence**

The Trustee shall not act as an attorney, agent, or other professional for any Direct Claims Trust Beneficiary or any holder of a Direct Claim. For the avoidance of doubt, this Section 4.7 shall not be applicable to the Delaware Trustee.

4.8 **No Bond**

Neither the Trustee nor the Delaware Trustee shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

4.9 **Burden of Proof**

In any proceeding brought by any of the Debtors, or any other person who is bound by this Trust Agreement challenging any action, determination or failure to act of the Trustee in discharge of his or her duties under this Trust Agreement on the basis that such action, determination or failure constitutes gross negligence, wilful misconduct or fraud, the person bringing or prosecuting such proceeding shall have the burden of proving that such determination, action or failure to act constituted gross negligence, wilful misconduct, or fraud. Notwithstanding anything to the contrary in this Trust Agreement or any duty otherwise existing at law or equity, each determination, action or failure to act of the Trustee in the discharge of his or her duties under this Trust Agreement is, to the extent consistent with this Trust Agreement, hereby deemed to not constitute a breach of this Trust Agreement or any duty hereunder or existing at law, in equity or otherwise.

4.10 **Reliance by the Trustee**

The Trustee may absolutely rely, and shall be fully protected in acting or refraining from acting if he or she relies upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document that he or she has no reasonable belief to be other than genuine and to have been signed or presented other than by the proper party or parties or, in the case of facsimile transmissions, to have been sent other than by the proper

party or parties, in each case without obligation to satisfy itself that the same was given in good faith and without responsibility for errors in delivery, transmission or receipt. In the absence of gross negligence, wilful misconduct, or fraud in respect of the Trustee's duties as found by a final and non-appealable court of competent jurisdiction, or material breach of this Trust Agreement, the Trustee may rely as to the truth of statements and correctness of the facts and opinions expressed therein and shall be fully protected personally in acting (or, if applicable, not acting) thereon. The Trustee shall have the right at any time to seek and rely upon instructions from the Bankruptcy Court concerning this Trust Agreement, the Plan or any other document executed in connection therewith, and the Trustee shall be entitled to rely upon such instructions in acting or failing to act and shall not be liable for any act taken or not taken in reliance thereon.

4.11 **Books and Records**

Upon notice to the Bankruptcy Court and the TOC, the Trustee shall be free, in his or her discretion to abandon, destroy or otherwise dispose of any books and records in his possession that the Trustee deems not necessary for the continued administration of the Plan and not required to be retained under applicable law, without the need for any order of the Bankruptcy Court, and shall have no liability for same. This notice provision shall not create any right by any third party to access to privileged or confidential information held by the Direct Claims Trust.

4.12 **Delaware Trustee**

(a) There shall at all times be a Delaware Trustee to serve in accordance with the requirements of the Act. The Delaware Trustee shall either be (i) a natural person who is at least twenty-one (21) years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware, otherwise meets the requirements of

applicable Delaware law to be eligible to serve as the Delaware Trustee, and shall act through one or more persons authorized to bind such entity. If at any time the Delaware Trustee shall cease to be eligible to serve as Delaware Trustee in accordance with the provisions of this Section 4.12, it shall resign immediately in the manner and with the effect hereinafter specified in Section 4.12(c) below. For the avoidance of doubt, the Delaware Trustee will only have such rights, duties and obligations as expressly provided by reference to the Delaware Trustee hereunder. The Trustee shall have no liability for the acts or omissions of any Delaware Trustee.

(b) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities of the Trustee set forth herein. The Delaware Trustee shall be a trustee of the Direct Claims Trust for the sole and limited purpose of fulfilling the requirements of Section 3807(a) of Chapter 38 of title 12 of the Delaware Code, 12 Del. C. Section 3801 *et seq.* (the "**Act**") and for taking such actions as are required to be taken by a Delaware Trustee under the Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to accepting legal process served on the Direct Claims Trust in the State of Delaware and the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the Act. There shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. These duties shall be deemed purely ministerial in nature, and the Delaware Trustee shall not be liable except for the performance of such duties, and no implied covenants or obligations shall be read into this Trust Agreement against the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating to the Direct Claims Trust or the Direct Claims Trust Beneficiaries, such duties and liabilities are replaced by the duties and

liabilities of the Delaware Trustee expressly set forth in this Trust Agreement. The Delaware Trustee shall have no liability for the acts or omissions of any Trustee. Any permissive rights of the Delaware Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and, with respect to any such permissive rights, the Delaware Trustee shall not be answerable for other than its wilful misconduct, bad faith, gross negligence or fraud. The Delaware Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request or direction of the Trustee or any other person pursuant to the provisions of this Trust Agreement unless the Trustee or such other person shall have offered to the Delaware Trustee security or indemnity (satisfactory to the Delaware Trustee in its discretion) against the costs, expenses and liabilities that may be incurred by it in compliance with such request or direction. The Delaware Trustee shall be entitled to request and receive written instructions from the Trustee and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Delaware Trustee in accordance with the written direction of the Trustee. The Delaware Trustee may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties, not only as to due execution, validity and effectives, but also as to the truth and accuracy of any information contained therein. The Delaware Trustee may, at the expense of the Direct Claims Trust, request, rely on and act in accordance with officer's certificates and/or opinions of counsel, and shall incur no liability and shall be fully protected in acting or refraining from acting in accordance with such officer's certificates and opinions of counsel.

(c) The Delaware Trustee shall serve until such time as the Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Trustee in accordance with the terms of Section 4.12(d) below. The Delaware Trustee may resign at any time upon the giving of at least sixty (60) days' advance written notice to the Trustee; provided that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Trustee in accordance with Section 4.12(d) below; provided further that if any amounts due and owing to the Delaware Trustee hereunder remain unpaid for more than ninety (90) days, the Delaware Trustee shall be entitled to resign immediately by giving written notice to the Trustee. If the Trustee does not act within such sixty (60) day period, the Delaware Trustee, at the expense of the Direct Claims Trust, may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction for the appointment of a successor Delaware Trustee.

(d) Upon the resignation or removal of the Delaware Trustee, the Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the outgoing Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the outgoing Delaware Trustee and the Trustee, and any fees and expenses due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Delaware Trustee under this Trust Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware Trustee shall be discharged of his or her duties and obligations under this Trust Agreement. The successor Delaware Trustee shall

make any related filings required under the Act, including filing a Certificate of Amendment to the Certificate of Trust of the Direct Claims Trust in accordance with Section 3810 of the Act.

(e) Notwithstanding anything herein to the contrary, any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

(f) The Delaware Trustee shall be entitled to compensation for its services as agreed pursuant to a separate fee agreement between the Direct Claims Trust and the Delaware Trustee, which compensation shall be paid by the Direct Claims Trust. Such compensation is intended for the Delaware Trustee's services as contemplated by this Trust Agreement. The terms of this paragraph shall survive termination of this Trust Agreement and/or the earlier resignation or removal of the Delaware Trustee.

(g) The Delaware Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document, other than this Trust Agreement, whether or not, an original or a copy of such agreement has been provided to the Delaware Trustee. The Delaware Trustee shall have no duty to know or inquire as to the performance or non-performance of any provision of any other agreement, instrument or document, other than this Trust Agreement. Neither the Delaware Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the Direct Claims Trust, the Trustee or any other person, or any of

their directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Delaware Trustee may assume performance by all such persons of their respective obligations. The Delaware Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other person. The Delaware Trustee shall have no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership or transferability of any Trust Asset, written instructions, or any other documents in connection therewith, and will not be regarded as making, nor be required to make, any representations thereto.

(h) The Delaware Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Trust Agreement arising out of, or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

(i) In no event shall the Delaware Trustee be responsible or liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Delaware Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

4.13 **Trust Meetings.**

(a) **Regular Meeting**. Unless otherwise agreed to by the TOC, the Trustee shall hold regular Direct Claims Trust meetings with the TOC not less than quarterly, which may be held at such times and at such places (including remotely by phone or video conference) as may be determined from time to time by the Trustee, in consultation with the TOC. For the avoidance of doubt, the Delaware Trustee shall not be required or permitted to attend any meetings of the Trustee contemplated by this Section 4.13.

(b) **Special Meetings**. Special meetings of the Trustee may be called by the Trustee by giving written notice to the TOC not less than one (1) Business Day prior to the date of the meeting. Any such notice shall include the time, place, and purpose of the meeting, given by overnight courier, personal delivery, facsimile, electronic mail or other similar means of communication. Notice shall be addressed or delivered to the address as shown upon the records of the Trust or as may have been given to the Trustee for purposes of notice. Notice by overnight courier shall be deemed to have been given one (1) Business Day after the time that written notice is provided to such overnight courier. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or actually transmitted by the person giving the notice by electronic means to the recipient.

(c) **Participation in Meetings by Telephone Conference**. The Trustee may convene, and persons may participate in, a meeting by conference telephone or similar communications equipment (which shall include virtual meetings via video conferencing software), as long as all persons participating in such meeting can hear one another. Participation in a meeting pursuant to this Section 4.13(c) shall constitute presence in person at such meeting.

(d) **Waiver of Notice**. Notice of a meeting need not be given to any person who signs a waiver of notice, whether before or after the meeting. All such waivers shall be filed with the Trust records or made a part of the minutes of the meeting. Attendance at a meeting shall constitute a waiver of notice of such meeting. Neither the business to be transacted at, nor the purpose of, any Trust meeting need be specified in any waiver of notice.

(e) **Adjournment**. A meeting may be adjourned by the Trustee to another time and place.

4.14 **Matters Requiring Consultation with TOC**

The Trustee shall consult with the TOC on any extraordinary circumstance which could have a material impact on the Direct Claims Trust, including without limitation, entering into arrangements not specified in Section 2.1(c) with third parties that the Trustee may deem useful in carrying out the purposes of the Direct Claims Trust, subject in all respects to such arrangements not conflicting with any other provision of this Trust Agreement or the Plan.

4.15 **Matters Requiring Consent of TOC**

The Trustee shall obtain the consent of the TOC, or, otherwise, Bankruptcy Court approval in the event of a dispute in accordance with Section 7.12 hereof, for the items listed below:

(a) Any proposed procedures to ensure that decisions are made consistent with the respective fiduciary duties owed to the Liquidating Trust and the Direct Claims Trust in the event of a conflict between the Liquidating Trust and the Direct Claims Trust with respect to litigation strategy, settlement or resource allocation;

(b) Settlement, abandonment, or dismissal of any Claim or Cause of Action asserted by the Direct Claims Trust in an amount greater than $2,500,000;

(c) Any Distribution on Claims other than those required on the Effective Date under claim settlements;

(d) Any proposed modification to the indemnification provisions of the Trust Agreement;

(e) Any proposed sale, transfer or exchange of Direct Claims Trust Assets above $5,000,000 (any proposed sale of Direct Claims Trust Assets below such amount shall not require TOC consent);

(f) Retention of litigation professionals to pursue Claims and Causes of Action on behalf of the Direct Claims Trust, other than Direct Claims Trust general/local counsel, and terms of such retention;

(g) To borrow such sums of money or enter into litigation funding agreements;

(h) Any proposed material modifications to the Trust Agreement; and

(i) Any proposed modification to the compensation of the Trustee other than routine hourly rate increases.

The consent of the TOC shall not be unreasonably withheld, conditioned, or delayed.

4.16 **Trustee's and TOC's Employment of Professionals.**

(a) Subject to the limitations set forth in Section 4.15 of this Agreement, the Trustee may, but is not required to, retain and/or consult accountants, appraisers, auditors, forecasters, experts, financial and investment advisors, and such other parties (the "**Trustee Professionals**") deemed appropriate by the Trustee to assist in matters for the Direct Claims Trust within the Trustee's purview.

(b) The TOC may, but is not required to, retain and/or consult, legal counsel and such other parties deemed appropriate by the TOC to assist in matters within the TOC's purview (the "**TOC Professionals**," and with Trustee Professionals, the "**Direct Claims Trust Professionals**") where such retention of separate professionals (other than existing Trust professionals) is necessary to discharge the TOC's duties, provided that no TOC Professionals may be retained to act on behalf of any holder of a Direct Claim. The fees of such counsel, if retained, shall be reasonable and shall not exceed $15,000 on a monthly basis in the absence of a dispute.

(c) Prior to payment of any fees of a professional retained by the Truste or the TOC, the professional shall circulate a monthly fee statement detailing the compensation sought, including time records with a description of the tasks performed, and expenses incurred for which reimbursement is sought to the Trustee and the TOC. The Trustee and the TOC shall have 10 days to review and dispute such monthly fee statements, and following such review the Trustee is authorized to pay any undisputed portion of such fee statements. If any amount is disputed and cannot be resolved consensually, the Bankruptcy Court shall resolve the disputed fees on motion by the professional, the Trustee, or the TOC.

ARTICLE V

TAX MATTERS

5.1 Treatment of Direct Claims Transfer

For all United States federal income tax purposes, all Parties shall treat the transfer of the Direct Claims Trust Assets to the Direct Claims Trust, including any amounts or other assets subsequently transferred to the Direct Claims Trust, as the transfer by such persons, as grantors, to the Direct Claims Trust in exchange for Direct Claims Trust Interests.

5.2 Income Tax Status

(a) For United States federal income tax purposes (and for purposes of all state, local and other jurisdictions to the extent applicable) this Direct Claims Trust shall be treated as a grantor trust pursuant to IRC Sections 671-677.

(b) The Direct Claims Trust shall at all times to be administered so as to constitute a domestic trust for United States federal income tax purposes.

5.3 Tax Returns

In accordance with Section 6012 of the IRC and Section 1.671-4(a) of the Treasury Regulations, the Trustee shall file with the IRS annual tax returns for the Direct Claims Trust on Form 1041 as a grantor trust pursuant to Section 1.671-4(a) of the Treasury Regulations. In addition, the Trustee shall file in a timely manner for the Direct Claims Trust such other tax returns, including any state and local tax returns, as are required by applicable law and pay any taxes shown as due thereon. Within a reasonable time following the end of the taxable year, the Direct Claims

Trust shall send to each Direct Claims Trust Beneficiary a separate statement setting forth such Direct Claims Trust Beneficiary's share of items of income, gain, loss, deduction or credit and will instruct each such Direct Claims Trust Beneficiary to report such items on his or her applicable income tax return.

5.4 **Withholding of Taxes and Reporting Related to Direct Claims Trust Operations**

The Direct Claims Trust shall comply with all withholding, deduction and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all distributions made by the Direct Claims Trust shall be subject to any applicable withholding, deduction and reporting requirements. The Trustee shall be authorized to take any and all actions that may be necessary or appropriate to comply with any such withholding, deduction, payment, and reporting requirements. All amounts properly withheld or deducted from distributions to a Direct Claims Trust Beneficiary as required by applicable law and paid over to the applicable taxing authority for the account of such Direct Claims Trust Beneficiary shall be treated as part of the Direct Claims Trust Distribution to such Direct Claims Trust Beneficiary. To the extent that the operation of the Direct Claims Trust creates a tax liability imposed on the Direct Claims Trust, the Direct Claims Trust shall timely pay such tax liability and any such payment shall be considered a cost and expense of the operation of the Direct Claims Trust payable without Bankruptcy Court order. Any federal, state or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from distributions hereunder. All Direct Claims Trust Beneficiaries shall be required to provide any information necessary to effect the withholding and reporting of such taxes. The Trustee may require each Direct Claims Trust Beneficiary to furnish to the Direct Claims Trust (or its designee) its social security number or employer or taxpayer identification number as assigned by the IRS and complete any related documentation (including but not limited

to a Form W-8BEN, Form W-8BENE-E, or Form W-9) (the "**Tax Documents**"). The Trustee may condition any and all distributions to any Direct Claims Trust Beneficiary upon the timely receipt of properly executed Tax Documents and receipt of such other documents as the Trustee reasonably requests, and in accordance with the Plan.

ARTICLE VI

DIRECT CLAIMS TRUST OVERSIGHT COMMITTEE

6.1 Members; Action by Members.

The TOC shall be composed of five (5) members appointed to represent the interests of holders of Direct Claims. The initial TOC members shall be the following: ACE Engineering & Co., Ltd., Celestica LLC, Contemporary Amperex Technology Co., Limited, JMS Wind Energy, LLC and GreEnergy Resources LLC. Except as otherwise set forth in the Governing Documents, the TOC shall act by majority vote of TOC members then serving, provided, however, the TOC may continue to act in the event of one or more vacancies on the TOC, in which case majority vote of the TOC members then serving shall be required for action by the TOC.

6.2 Duties.

The members of the TOC shall serve in a fiduciary capacity representing holders of Direct Claims. The TOC shall not have any fiduciary duties or responsibilities to any party other than Direct Claims Trust Beneficiaries. Except for the duties and obligations expressed in this Trust Agreement, there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the TOC. To the extent that, at law or in equity, the TOC has duties (including fiduciary duties) and liabilities relating thereto to the Direct Claims Trust, the other

parties hereto, or any Direct Claims Trust Beneficiaries, such duties and liabilities are replaced by the duties and liabilities of the TOC expressly set forth in this Trust Agreement.

6.3 **TOC Information Rights; Reports**

(a) The TOC shall have reasonable access to the Direct Claims Trust's consultants and other advisors retained by the Direct Claims Trust and its staff (if any), and information available to the Trustee, which access shall be made available as determined by the Trustee in his or her discretion.

(b) The TOC shall receive monthly reports concerning professional fees charged and annual reports on the Direct Claims Trust's budget. Any disputes concerning same shall be brought before the Bankruptcy Court.

6.4 **[Reserved.]**

6.5 **Term of Office.**

(a) Each member of the TOC shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 6.5(b) below, (iii) his or her removal pursuant to Section 6.5(c) below, and (iv) the termination of the Trust pursuant to Section 7.2 below.

(b) A member of the TOC may resign at any time by written notice to the other members of the TOC and the Trustee. Such notice shall specify a date when such resignation shall take effect, which shall not be less than thirty (30) days after the date such notice is given, where practicable.

(c) A member of the TOC may be removed in the event that he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, or for other good cause, provided the member of the TOC has received reasonable notice and an opportunity to be heard. Other good cause shall mean, without limitation, fraud, self-dealing, intentional misrepresentation, wilful misconduct, indictment for or conviction of a felony in each case whether or not connected to the Direct Claims Trust or a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member hereunder, such as repeated non-attendance at scheduled meetings. Such removal shall require the majority vote of the other members of the TOC and such removal shall take effect only upon the approval of the Bankruptcy Court.

6.6 **Appointment of Successor.**

(a) In the event of a TOC member vacancy, the remaining TOC members shall propose an individual as successor, subject to the approval of the Trustee, which approval may not be unreasonably withheld. In the event a successor TOC member is not appointed within sixty (60) days following the occurrence of such vacancy, the Bankruptcy Court may appoint a successor TOC member upon motion of the Trustee.

(b) Each successor member of the TOC shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 6.5(b) above, (iii) his or her removal pursuant to Section 6.5(c) above, and (iv) the termination of the Trust pursuant to Section 7.2 below.

(c) No successor TOC member shall be liable personally for any act or omission of his or her predecessor TOC member. No successor TOC member shall have any duty to investigate the acts or omissions of his or her predecessor TOC member. No TOC member shall be required

to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

6.7 **Compensation and Expenses of the TOC.**

The members of the TOC shall not be entitled to compensation for their services but shall be reimbursed promptly for all reasonable and documented ordinary and customary out-of-pocket costs and expenses incurred in connection with the performance of their duties hereunder (which, for the avoidance of doubt, will not include professionals retained by an individual member of the TOC to advise such member). The Trust shall include a description of the amounts paid under this Section 6.7 in the Annual Report to be filed with the Bankruptcy Court and posted on the Trust's Website.

6.8 **Procedures for Consultation with and Obtaining the Consent of the TOC.**

(a) Consultation Process.

(i) In the event the Trustee is required to consult with the TOC pursuant to Section 4.14 above, the Trustee shall provide the TOC with written advance notice of the matter under consideration, to the extent practicable, and with all relevant information and documents concerning the matter as is reasonably practicable under the circumstances. The Trustee shall also provide the TOC with such reasonable access to the consultants and other advisors retained by the Direct Claims Trust and its staff (if any) as the TOC may reasonably request during the time that the Trustee is considering such matter, and shall also provide the TOC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustee, to the extent practicable.

(ii) In determining when to take definitive action on any matter subject to the consultation procedures set forth in this Section 6.8(a), the Trustee shall take into consideration the time required for the TOC to meet and consult as to such matter. In any event, the Trustee shall not take definitive action on any such matter until at least five (5) Business Days after providing the TOC with the initial written notice that such matter is under consideration by the Trustee, unless such time period is waived in writing by the TOC or at a meeting where the TOC and Trustee are present, or the Trustee determines in his reasonable discretion that definitive action is required earlier. Notwithstanding the foregoing, the TOC shall have the authority to waive the consultation procedure or any component thereof set forth in this Section 6.8(a).

(b) Consent Process.

(i) In the event the Trustee is required to obtain the consent of the TOC pursuant to the Governing Documents or Section 4.15 hereof, the Trustee shall provide the TOC with a written notice stating that its consent is being sought, describing in detail the nature and scope of the action the Trustee proposes to take, and explaining in detail the reasons why the Trustee desires to take such action. The Trustee shall provide the TOC as much relevant additional information concerning the proposed action as is requested by the TOC and as is reasonably practicable under the circumstances. The Trustee shall also provide the TOC with such reasonable access to the Direct Claims Trust consultants and other advisors retained by the Direct Claims Trust and its staff (if any) as the TOC may reasonably request during the time that the Trustee is considering such action, and shall also provide the TOC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the Trustee.

(ii) For matters requiring the consent of the TOC:

(A) The TOC must consider in good faith and in a timely fashion any request for its consent by the Trustee, and must in any event advise the Trustee, in writing, of its consent or its objection to the proposed action within five (5) Business Days of receiving the original request for consent from the Trustee, unless the Trustee extends the time for such response. The TOC may not withhold its consent unreasonably. If the TOC decides to withhold its consent, it must explain in detail its objections to the proposed action. If the TOC does not advise the Trustee, in writing, of its consent or its objections to the action within five (5) Business Days of receiving notice regarding such request (or within such additional time as may be granted by the Trustee in his or her discretion), the TOC's consent to the proposed actions shall be deemed to have been affirmatively granted.

(B) If, after following the procedures specified in this Section 6.8(b), the TOC continues to object to the proposed action and to withhold its consent to the proposed action, the Trustee and the TOC shall resolve their dispute pursuant to Section 7.12 below, provided, however in that event the TOC shall have the burden of proof to show the validity of the TOC's objection.

(c) Disputes. Any disputes between the TOC and the Trustee shall be resolved by the Bankruptcy Court.

ARTICLE VII

GENERAL PROVISIONS

7.1 **Irrevocability**

To the fullest extent permitted by applicable law, the Direct Claims Trust is irrevocable.

7.2 **Term; Termination**

(a) The term for which the Direct Claims Trust is to exist shall commence on the date of the filing of the Certificate of Trust and shall terminate pursuant to the provisions of this Section 7.2.

(b) The Trustee shall make continuing efforts to monetize the Direct Claims Trust Assets.

(c) The Trustee and the Direct Claims Trust shall be discharged or dissolved, as the case may be, at such time as (a) the Trustee determines that there is no longer a need to initiate actions to resolve any remaining issues regarding the allowance and payment of Claims, or (b) all distributions of Cash and other Direct Claims Trust Assets required to be made by the Trustee under the Plan and this Trust Agreement have been made in accordance with provisions of the Plan and this Trust Agreement, provided, however, that in no event shall the Direct Claims Trust be dissolved later than five (5) years from the Effective Date unless the Bankruptcy Court, upon motion made by a party in interest within the six (6) month period prior to such fifth (5th) anniversary (and, in the event of further extension, at least six (6) months prior to the end of any extension period), determines that a fixed period extension is necessary to facilitate or complete the recovery on and liquidation of the Direct Claims Trust Assets (the "**Dissolution Date**").

(d) On the Dissolution Date or as soon as reasonably practicable thereafter, after the wind-up of the affairs of the Direct Claims Trust by the Trustee and payment of all of the liabilities have been provided for as required by applicable law including Section 3808 of the Act, all monies remaining in the Direct Claims Trust shall be distributed or disbursed in accordance with Section 3.4.

(e) Following the dissolution and distribution of the assets of the Direct Claims Trust, the Direct Claims Trust shall terminate, and the Trustee shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the Direct Claims Trust to be filed in accordance with the Act. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the Direct Claims Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation. A certified copy of the Certificate of Cancellation shall be given to the Delaware Trustee for its records promptly following such filing.

7.3 **Amendments**

Any amendment to or modification of this Trust Agreement may be made in writing and only with the consent of the Trustee, the TOC (which consent in each case shall not be unreasonably withheld, conditioned or delayed) and subject to the approval of the Bankruptcy Court; provided, however, the Trustee may amend this Trust Agreement from time to time without the consent, approval or other authorization of, but with notice to, the Bankruptcy Court, to make: (i) minor modifications or clarifying amendments necessary to enable the Trustee to effectuate the provisions of this Trust Agreement; or (ii) modifications to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, statute, ruling or regulation of any federal, state or foreign governmental entity. Notwithstanding the foregoing, no amendment or

modification of this Trust Agreement shall modify this Trust Agreement in a manner that is inconsistent with the Plan or the Confirmation Order other than to make minor modifications or clarifying amendments as necessary to enable the Trustee to effectuate the provisions of this Trust Agreement. Notwithstanding the foregoing, neither this Trust Agreement, nor any Exhibit to this Trust Agreement, shall be modified or amended in any way that is inconsistent the nature and purpose of the Trust set forth in Section 1.2 hereof. Any amendment affecting the rights, duties, immunities or liabilities of the Delaware Trustee shall require the Delaware Trustee's written consent. Notwithstanding any other provision of this Trust Agreement, no material modifications may be made to this Section 7.3 of this Trust Agreement without the consent of the Trustee, the unanimous consent of the TOC, and subject to the approval of the Bankruptcy Court.

7.4 **Severability**

Should any provision in this Trust Agreement be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Trust Agreement.

7.5 **Notices**

(a) Notices to Direct Claims Trust Beneficiaries shall be given in accordance with such person's claims form submitted to the Direct Claims Trust.

(b) Any notices or other communications required or permitted hereunder to the following Parties shall be in writing and delivered to the addresses or e-mail addresses designated below, or to such other addresses or e-mail addresses as may hereafter be furnished in writing to each of the other Parties listed below in compliance with the terms hereof.

To the Direct Claims Trust:

[_____]

With a copy (which shall not constitute notice) to:

[_____]

To the Delaware Trustee:

[_____]

With a copy (which shall not constitute notice) to:

[_____]

To the TOC:

ACE Engineering & Co., Ltd.

[_____]

Celestica LLC

[_____]

Contemporary Amperex Technology Co., Limited

[_____]

JMS Wind Energy, LLC

[_____]

GreEnergy Resources LLC

[_____]

(c) All such notices and communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses.

7.6 **Successors and Assigns**

The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Direct Claims Trust, the Delaware Trustee, the Trustee, the TOC and their respective successors and assigns, except that neither the Direct Claims Trust, the Delaware Trustee, nor the Trustee, may assign or otherwise transfer any of their rights or obligations, if any, under this Trust Agreement except in the case of the Delaware Trustee in accordance with Section 4.12 (d), and in the case of the Trustee in accordance with Section 4.2(d) above.

7.7 **Limitation on Direct Claims Trust Interests for Securities Laws Purposes**

Direct Claims Trust Interest (a) shall not be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will, under the laws of descent and distribution or otherwise by operation of law; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest.

7.8 **Exemption from Registration**

The Parties hereto intend that the interests of the Direct Claims Trust Beneficiaries under this Trust Agreement shall not be "securities" under applicable laws, but none of the Parties hereto represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If it should be determined that any such interests constitute "securities," the Parties hereto intend that the exemption provisions of Section 1145 of the Bankruptcy Code will be satisfied and the offer and sale under the Plan of the Direct Claims Trust Interests will be exempt from registration under the Securities Act, all rules and regulations promulgated thereunder, and all applicable state and local securities laws and regulations.

7.9 **Entire Agreement; No Waiver**

The entire agreement of the Parties relating to the subject matter of this Trust Agreement is contained herein, and in the documents referred to herein (including the Plan), and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof or of any other right, power, or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

7.10 **Headings**

The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

7.11 **Governing Law**

The validity and construction of this Trust Agreement and all amendments hereto and thereto shall be governed by the laws of the State of Delaware, and the rights of all Parties hereto and the effect of every provision hereof shall be subject to and construed according to the laws of the State of Delaware without regard to the conflicts of law provisions thereof that would purport to apply the law of any other jurisdiction; provided, however, that the Parties hereto intend that the provisions hereof shall control and there shall not be applicable to the Direct Claims Trust, the Trustee, the Delaware Trustee, or this Trust Agreement, any provision of the laws (statutory or common) of the State of Delaware pertaining to trusts that relate to or regulate in a manner inconsistent with the terms hereof: (a) the filing with any court or governmental body or agency of Trustee accounts or schedules of Trustee fees and charges; (b) affirmative requirements to post bonds for the Trustee, officers, agents, or employees of a trust; (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of real or personal property; (d) fees or other sums payable to the Trustee, officers, agents, or employees of a trust; (e) the allocation of receipts and expenditures to income or principal; (f) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage, or other manner of holding of trust assets; (g) the existence of rights or interests (beneficial or otherwise) in trust assets; (h) the ability of beneficial

owners or other persons to terminate or dissolve a trust; or (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of the Trustee or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustee, the TOC or the Delaware Trustee set forth or referenced in this Trust Agreement. Section 3540 of the Act shall not apply to the Direct Claims Trust.

7.12 **Dispute Resolution**

(a) Unless otherwise expressly provided for herein, the dispute resolution procedures of this Section 7.12 shall be the exclusive mechanism to resolve any dispute arising under or with respect to this Trust Agreement. For the avoidance of doubt, this Section 7.12 shall not apply to the Delaware Trustee in any respect.

(b) **Informal Dispute Resolution**. Any dispute under this Trust Agreement shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when a disputing party sends to the counterparty or counterparties a written notice of dispute ("**Notice of Dispute**"). Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed thirty (30) days from the date the Notice of Dispute is received by the counterparty or counterparties, unless that period is modified by written agreement of the disputing party and counterparty or counterparties. If the disputing party and the counterparty or counterparties cannot resolve the dispute by informal negotiations, then the disputing party may invoke the formal dispute resolution procedures as set forth below.

(c) **Formal Dispute Resolution**. The disputing party shall invoke formal dispute resolution procedures, within the time period provided in the preceding subparagraph, by serving on the counterparty or counterparties a written statement of position regarding the matter in dispute

("**Statement of Position**"). The Statement of Position shall include, but need not be limited to, any factual data, analysis or opinion supporting the disputing party's position and any supporting documentation and legal authorities relied upon by the disputing party. Each counterparty shall serve its Statement of Position within thirty (30) days of receipt of the disputing party's Statement of Position, which shall also include, but need not be limited to, any factual data, analysis or opinion supporting the counterparty's position and any supporting documentation and legal authorities relied upon by the counterparty. If the disputing party and the counterparty or counterparties are unable to consensually resolve the dispute within thirty (30) days after the last of all counterparties have served its Statement of Position on the disputing party, the disputing party may file with the Bankruptcy Court a motion for judicial review of the dispute in accordance with Section 7.12(d) below.

(d) **Judicial Review**. The disputing party may seek judicial review of the dispute by filing with the Bankruptcy Court (or, if the Bankruptcy Court shall not have jurisdiction over such dispute, such court as has jurisdiction pursuant to Section 1.4 above) and serving on the counterparty or counterparties and the Trustee, a motion requesting judicial resolution of the dispute. The motion must be filed within forty-five (45) days of receipt of the last counterparty's Statement of Position pursuant to the preceding subparagraph. The motion shall contain a written statement of the disputing party's position on the matter in dispute, including any supporting factual data, analysis, opinion, documentation and legal authorities, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly administration of the Direct Claims Trust. Each counterparty shall respond to the motion within the time period allowed by the rules of the court, and the disputing party may file a reply memorandum, to the extent permitted by the rules of the court.

(e) Notwithstanding anything to the contrary in this Trust Agreement, the Direct Claims Trust shall bear the reasonable costs and expenses of the TOC in connection with any material dispute that arises under this Trust Agreement.

7.13 **Waiver of Conflicts**

To the extent that the Trustee or the TOC seek to retain any Direct Claims Trust Professionals, the Parties agree to waive any conflict of interest claims against such professionals related to such professionals' prior representation of the Committee or any individual member of the Committee during the Debtors' Chapter 11 Cases.

7.14 **Effectiveness**

This Trust Agreement shall become effective on the Effective Date.

7.15 **Counterpart Signatures**

This Trust Agreement may be executed in any number of counterparts and by different Parties on separate counterparts (including by PDF transmitted by e-mail), and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

7.16 **Waiver of Trial by Jury**

Each of the parties hereto hereby waives the right to trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Trust Agreement.

IN WITNESS WHEREOF, the Parties have executed this Trust Agreement this ____ day of _____, 2025.

TRUSTEE

_____

Brian F. Gleason

DELAWARE TRUSTEE

[_____]

By:_____

Name:

Title:

TOC MEMBER

By:_____

TOC MEMBER

By:_____

TOC MEMBER

By:_____

TOC MEMBER

By:_____

TOC MEMBER

By:_____

EXHIBIT 1

CERTIFICATE OF TRUST OF THE

POWIN DIRECT CLAIMS TRUST

This Certificate of Trust of the POWIN DIRECT CLAIMS TRUST (the "*Trust*") is being duly executed and filed by the undersigned Trustees of the Trust, to form a statutory trust under the Delaware Statutory Trust Act (12 Del. Code § 3801 *et seq.*) (the "*Act*").

Name. The name of the statutory trust formed hereby is:

POWIN DIRECT CLAIMS TRUST

Delaware Trustee. The name and business address of the Delaware Trustee of the Trust in the State of Delaware is:

[•]

Effective Date. This Certificate of Trust shall be effective on _____ ___, 2025.

IN WITNESS WHEREOF, the undersigned, being all of the trustees of the Trust, have duly executed this Certificate of Trust in accordance with Section 3811(a) of the Act.

TRUSTEE:

[•], not in its individual capacity, but solely as
Delaware Trustee

By: _____

_____
[_____], in his capacity as a trustee and not individually.

Name:
Title:

EXHIBIT 2

INVESTMENT GUIDELINES

Consistent with the provisions of Rev. Proc. 94-45 and notwithstanding any other provision of the Trust Agreement, the investment powers of the Trustee, other than those reasonably necessary to maintain the value of the assets and to further the direct claims purpose of the trust, must be limited to powers to invest in demand and time deposits, such as short-term certificates of deposit, in banks or other savings institutions, or other temporary, liquid investments, such as Treasury bills.

Exhibit 11

(Service Provider Payments Schedule - Exh. E)

EXHIBIT E

(Service Provider Payments Schedule)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re: Powin, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-16137 (MBK) (Jointly Administered)

PAYMENTS TO SERVICE PROVIDERS

The Debtors have identified nine (9) current service providers listed below (the "Service Providers") which are eligible to receive compensation ("Payments") to incentivize such Service Providers to provide services to the Debtors throughout the wind-down period and to assist in the orderly implementation and effectuation of the *Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof and the Official Committee of Unsecured Creditors* [D.I. 914] (the "Plan"),[2] which compensation shall be subject to approval by the Committee. The Debtors' pre-existing incentive plans were designed to consummate the sale of substantially all of the Debtors' assets through August 19. Especially in light of the fact that the buyer of those assets hired a number of the Debtors' employees, the Debtors determined that additional incentive compensation was necessary to consummate the Plan.

The Service Providers were previously employed by the Debtors, so the Debtors developed the Payments to correspond to a percentage of the Service Providers' historical base salary with the Debtors. As long as each of the Service Providers continue to provide services to the Debtors through the Effective Date of the Plan, such Service Providers are eligible to receive Payments which will not exceed 15% of each Service Provider's historical base salary while employed by the Debtors. The total aggregate amount of Payments are estimated to be $262,006 (which amount is exclusive of the Severance Payments (as defined below)).

Eligible Service Providers are the following:

- Mary K. Kahl
- Chad Paulson

[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 [15241]; (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]; (xii) Powin Canada B.C. Ltd. [2239]; and (xiii) Powin EKS SellCo, LLC [9110]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

[2] Capitalized terms not otherwise defined herein shall have the meaning afforded in the Plan.

- Arielle D. Pacheco
- Colin Hutchinson
- Angela Sprecher
- Antonya Johnston
- Moriah Milan
- Christopher Boscawen
- William G. McDonnell

In addition to the Payments described above, Mary K. Kahl and Christopher Boscawen will also receive contractual severance payments (the "Severance Payments") of $147,533 and $33,837, respectively, in accordance with the terms of their employment agreements with the Debtors. To be eligible to receive such Severance Payments, Mary K. Kahl and Christopher Boscawen must be available to provide up to five hours of services to be compensated on a hourly basis for a period of two months after confirmation of the Plan.

Exhibit 12

(Initial Trust Budget - Exh. F)

EXHIBIT F

(Initial Trust Budget)

Chapter 11 Liquidation Plan: 8-Quarter Budget

8-Quarter Budget through 2027 [1]

(Amounts in $'000s)	2026				2027				8 Quarter
Quarter	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Total
Overhead									
Payroll	(43)	(43)	-	-	-	-	-	-	**(85)**
Software & IT	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	**(31)**
Insurance	(75)	(75)	(75)	(75)	(75)	(75)	(75)	(75)	**(600)**
Miscellaneous	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	**(800)**
Overhead - Total	**(221)**	**(221)**	**(179)**	**(179)**	**(179)**	**(179)**	**(179)**	**(179)**	**(1,516)**
Professional Fees									
Chapter 11 Liquidating Trustee Fee	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	**(1,200)**
Counsel Fees	(225)	(225)	(225)	(225)	(225)	(225)	(225)	(225)	**(1,800)**
Other Professionals	(150)	(150)	(75)	(75)	(75)	(75)	(75)	(75)	**(750)**
Professional Fees - Total	**(525)**	**(525)**	**(450)**	**(450)**	**(450)**	**(450)**	**(450)**	**(450)**	**(3,750)**
Total Expenses	**(746)**	**(746)**	**(629)**	**(629)**	**(629)**	**(629)**	**(629)**	**(629)**	**(5,266)**

[1] The figures presented in this budget are preliminary estimates provided for planning purposes only. Final amounts may vary based on updated information or subsequent revisions.

Exhibit 13

(Liquidation Analysis - Exh. G)

EXHIBIT G

(Liquidation Analysis)

I. Introduction

As part of the chapter 11 process, section 1129(a)(7) of the Bankruptcy Code requires a bankruptcy court to determine that a chapter 11 plan provides, with respect to each class, that each holder of a claim or an equity interest in such class either (i) has accepted the plan or (ii) will receive or retain under the plan, value that is not less than the amount that the holder would receive if the debtors had liquidated under chapter 7. As explained below, the Debtors and Committee respectfully submit that the Plan satisfies the requirement of section 1129(a)(7) because, upon the Effective Date, the Plan will provide all Holders of Allowed Claims and interests with a recovery (if any) that is not less than what they would otherwise receive pursuant to a liquidation of the Debtors under chapter 7 of the Bankruptcy Code.

However, the Debtors and the Committee must explain their reasons for their conclusion that the Plan satisfies section 1129(a)(7) of the Bankruptcy Code. Upon conversion of the cases to chapter 7, it is anticipated that a chapter 7 trustee would primarily focus on liquidating remaining assets, reconciling liabilities and effectuating the wind-down of the Estates. Remaining assets may include accounts receivable, vendor deposits and refunds, sales tax refunds and litigation claims.

THE INFORMATION SET FORTH IN THIS HYPOTHETICAL LIQUIDATION ANALYSIS PRESENTED AS A SCHEDULE BELOW IS SUBJECT TO MODIFICATION AND SUPPLEMENTATION BY THE DEBTORS AT ANY TIME UP TO THE CONFIRMATION HEARING. THERE CAN BE NO ASSURANCE THAT THE VALUES REFLECTED IN THE LIQUIDATION ANALYSIS WOULD BE REALIZED IF THE DEBTORS WERE, IN FACT, TO UNDERGO SUCH A LIQUIDATION UNDER CHAPTER 7, AND ACTUAL RESULTS COULD VARY MATERIALLY FROM THOSE SHOWN HERE. THE FINANCIAL INFORMATION CONTAINED HEREIN WAS NOT EXAMINED BY ANY INDEPENDENT ACCOUNTANTS AND NO INDEPENDENT APPRAISALS WERE CONDUCTED IN PREPARING THE LIQUIDATION ANALYSIS. THE PRESENTATION OF CLAIMS REPRESENT ESTIMATES, WHICH ESTIMATES ARE SUBJECT TO MATERIAL CHANGE.

IN ADDITION, AS A GENERAL MATTER, WHILE THE DEBTORS HAVE ESTIMATED A RANGE OF RECOVERIES, NOTE THAT (A) FOR COSTS ASSOCIATED WITH LIQUIDATION, THE DEBTORS BELIEVE THAT A CHAPTER 7 TRUSTEE'S COSTS WILL MOST LIKELY BE AT THE HIGH END OF THE RANGE, GIVEN THE AMOUNT OF TIME A CHAPTER 7 TRUSTEE WOULD REQUIRE TO DEVELOP AN INFORMATIONAL FOUNDATION REGARDING THE DEBTORS' ASSETS AND LIABILITIES AND (B) FOR ESTIMATED DISTRIBUTIONS, THE LOW END OF THE RANGE OF ESTIMATED CLAIMS TAKES INTO ACCOUNT CLAIM SETTLEMENTS UNDER THE PLAN THAT ARE MOST LIKELY NOT AVAILABLE TO A CHAPTER 7 TRUSTEE; THEREFORE ALLOWED CLAIMS WOULD LIKELY BE HIGHER IN A HYPOTHETICAL CHAPTER 7 AND FURTHER DILUTE CREDITOR RECOVERIES.

A number of factors in a chapter 7 liquidation would affect the chapter 7 trustee's ability to monetize the Debtors' remaining assets. Among other things, the primary anticipated risks would include challenges associated with liquidating the assets in an expedited manner, inability to collect accounts receivables given the required negotiations with various parties, some of whom may have defenses to collection, including the ability to set off these amounts, and costs associated with the monetization of certain assets that may exceed initial expectations. Additionally, there is a risk that personnel necessary to effectuate a wind-down would be unavailable. Absent such personnel, the chapter 7 trustee may be challenged to effectuate certain asset sales and collection of the Debtors' receivables, most of which require some level of institutional knowledge and legacy data.

To achieve the maximum possible recovery, a chapter 7 trustee would need to retain professionals, likely at a cost no less than the costs to be incurred under a liquidating plan. The Debtors' Estates would also incur the additional costs of payment of a statutorily allowed commission to the chapter 7 trustee. The Debtors believe that such amounts, over the same liquidation time period, would exceed the amount of expenses that will be incurred in implementing the Plan and winding up the affairs of the Debtors in the chapter 11 cases. Under the Plan, the Debtors contemplate an orderly administration and winding down of the Estates by certain parties that will be familiar with the Debtors, their assets and affairs, and their creditors and liabilities. Such familiarity will allow the Liquidating Trust to complete liquidation of the remaining assets (including prosecution of Causes of Action) and distribute the net proceeds to creditors more efficiently and expeditiously than a chapter 7 trustee. Additionally, the Estates would likely suffer additional delays, as a chapter 7 trustee and his/her counsel would need time to develop a necessary learning curve to complete the administration of the Estates (including the prosecution of Causes of Action). Also, a new time period for the filing of claims would commence under Bankruptcy Rule 1019(2), possibly resulting in the filing of additional Claims against the Estates.

II. Overview and General Assumptions

Hypothetical chapter 7 recoveries set forth in this Liquidation Analysis were determined through multiple steps, as set forth below. The basis of the Liquidation Analysis is the Debtors' projected cash balance and assets as of December 5, 2025 (the "Conversion Date" or the "Effective Date") and the net costs to execute the administration of the wind-down of the Estates. The Liquidation Analysis assumes that the Debtors would commence a chapter 7 liquidation on or about the Conversion Date under the supervision of a court-appointed chapter 7 trustee. The Liquidation Analysis reflects the wind-down and liquidation of the Debtors' remaining assets not included in the sale, and the distribution of available proceeds to holders of allowed claims during the period after the Conversion Date (the "Wind-Down").

Underlying this Liquidation Analysis are numerous estimates and assumptions that are subject to significant uncertainties. Many of these uncertainties are beyond the control of the Debtors or a chapter 7 trustee. Additionally, various liquidation decisions upon which certain assumptions are based are

subject to change. Therefore, there can be no assurance that the assumptions and estimates employed in determining the liquidation values of the Debtors' assets will result in an accurate estimate of the proceeds which would be realized were the Debtors to undergo an actual chapter 7 liquidation. The actual amounts of claims against the Estates could vary significantly from the Debtors' estimate, depending on the claims asserted during the pendency of the chapter 7 case. This Liquidation Analysis does not include liabilities that may arise as a result of litigation, certain new tax assessments or other potential claims.

In addition to the issues discussed above, KPMG historically served as the Debtors' primary external accounting advisor. Without KPMG's support, the Debtors cannot prepare an accurate set of financial statements. Given the Debtors are no longer engaged with KPMG, there are inherent limitations in the accuracy and completeness of the current financial information.[1]

For the purposes of this Liquidation Analysis, the book value of the Debtors' assets (the "Adjusted Book Value") have been adjusted to reflect certain purchasers' acquisition of the Debtors' assets pursuant to various orders authorizing the sale of such assets in these chapter 11 cases, including the sale of substantially all of the Debtors' assets to FlexGen Power Systems LLC ("Purchaser"). While every effort has been made to ensure that the Adjusted Book Value provides an accurate presentation of the book value of the Debtors' assets of closing as of these sales, no audit or other procedures have been performed.

The Debtors' Adjusted Book Value was then analyzed to identify potential recoverable value ("Potential Recoverable Value"), taking into consideration impediments to monetization, such as, among other things, known encumbrances on assets, defenses to collection, offset rights and failed conditions precedent. After determining Potential Recoverable Value, probabilities of the likelihood of success of monetization were applied to arrive at distributable value. Given the inherent uncertainty of predicting litigation outcomes, no value has been assigned to potential litigation recoveries; however, such recoveries may be material. For instance, among other things, pursuant to pursuant to Court No. 25-00020 Powin LLC v. The United States in the US Court of International Trade, the Debtors are seeking recovery of approximately $80 million on account of Harmonized Tariff Schedule reclassification. There can be no assurance of the likelihood of success of such litigation.

As part of the liquidation analysis, administrative and priority claims were analyzed, including a determination of the likelihood of certain administrative and priority claims to be allowed and paid prior to any distributions to general unsecured creditors. While an analysis of general unsecured claims has not yet been performed, the low-case recoveries assume full allowance of all claims filed as liquidated claims. The high-case recoveries assume the midpoint between the Debtors' initial books and records and filed claims, assuming that claims reconciliation will lead to the reduction or disallowance of some filed claims.

1 See Global Notes to SOFA/SOALs for more information.

Additionally, the Plan contains a number of settlements, designed to facilitate consummation of the Plan, with certain holders of asserted administrative and priority claims. In the event of a chapter 7 liquidation, it is highly unlikely that the holders of such claims would settle on such terms. Accordingly, the liquidation analysis assumes that recoveries for Class 5 General Unsecured Claims would be further diluted by the realization of additional administrative and priority claims resulting from less favorable settlements.

III. LIQUIDATION ANALYSIS

The schedule below presents the net liquidation proceeds available for distribution in an illustrative chapter 7 wind-down of the Debtors as of the Conversion Date. This Liquidation Analysis should be reviewed with the accompanying notes as well as the other introductory material above.

Conclusion – The Debtors have determined, as summarized in the table below, that, upon the Effective Date, the Plan will provide all Holders of Allowed Claims and Interests with a recovery (if any) that is not less than what they would otherwise receive pursuant to a liquidation of the Debtors under chapter 7 of the Bankruptcy Code. Accordingly, the Debtors believe that the Plan satisfies the requirement of section 1129(a)(7) of the Bankruptcy Code.

Results of Best interests Test by Plan Class						
Class Name	Class	Chapter 11 Recovery		Chapter 7 Recovery		Pass / Fail
		Low (%)	High (%)	Low (%)	High (%)	
Administrative Claims	Unclassified	100.0%	100.0%	100.0%	100.0%	Pass
Priority Tax Claims	Unclassified	100.0%	100.0%	100.0%	100.0%	Pass
Settled Priority Claims	Class 4	100.0%	100.0%	100.0%	100.0%	Pass
Priority Non-Tax Claims	Class 1	100.0%	100.0%	100.0%	100.0%	Pass
WARN Act Claims	Class 3	100.0%	100.0%	100.0%	100.0%	Pass
Other Secured Claims	Class 2	n/a	n/a	n/a	n/a	n/a
General Unsecured Claims	Class 5	0.5%	4.4%	0.0%	2.7%	Pass
Intercompany Claims	Class 6	n/a	n/a	n/a	n/a	n/a
Interests	Class 7	n/a	n/a	n/a	n/a	n/a

Powin, LLC – Liquidation Analysis

11/8/2025

Estimated Recovery - Assets	Adj BV ($)	Potential Recoverable Value ($)	1129(a)(7) - Estimated Recovery Low (%)	Low ($)	High (%)	High ($)	Note
Proceeds for Distribution							
Cash & Cash Equivalents	11,469,000	11,469,000	100.0%	11,500,000	100.0%	11,500,000	1
Accounts Receivable - Net	76,904,848	15,661,730	0.0%	-	50.0%	7,800,000	2
Contract assets	22,451,208	-	0.0%	-	0.0%	-	3
Advances to suppliers	22,293,257	2,616,866	0.0%	-	25.0%	700,000	4
Inventory	22,916,868	3,513,797	0.0%	-	50.0%	1,800,000	5
Other current assets (prepaid expenses and vendor deposits)	2,532,153	1,262,237	20.0%	300,000	50.0%	600,000	6
Net restricted cash	6,733,840	6,733,840	0.0%	-	10.0%	700,000	7
Property and equipment, net	4,019,395	849,764	0.0%	-	10.0%	100,000	8
Investment in subsidiaries	18,596,308	-	0.0%	-	0.0%	-	9
Other non-current assets (surety bonds and lease deposits)	15,161,485	14,455,000	50.0%	7,200,000	90.0%	13,000,000	10
Additional assets (ROC Invoicing, sales tax refund and others)	1,594,095	1,594,095	30.0%	500,000	70.0%	1,100,000	11
Gross Proceeds for Distribution	**204,672,456**	**58,156,329**	**33.5%**	**19,500,000**	**64.1%**	**37,300,000**	12
Costs Associated with Liquidation							
Professional Fees				3,800,000		3,800,000	
Wind-down & Sale Costs				1,500,000		1,500,000	
Total Costs Associated with Liquidation / Sale				**5,300,000**		**5,300,000**	13
Net Proceeds				**14,200,000**		**32,000,000**	14
Chapter 7 Trustee Fees				600,000		1,100,000	15
Total Net Proceeds for Distribution				**13,600,000**		**30,900,000**	16

Estimated Distributions Claims Waterfall	1129(a)(7) - Estimated Distributions Low	 High	
Remaining Liquidation Proceeds Available for Distribution	*13,600,000*	*30,900,000*	
Administrative Claims	**1,800,000**	**1,800,000**	17
Recovery Percentage	*100.0%*	*100.0%*	
Remaining Liquidation Proceeds Available for Distribution	*11,800,000*	*29,100,000*	
Priority Tax Claims	**20,000**	**20,000**	18
Recovery Percentage	*100.0%*	*100.0%*	
Remaining Liquidation Proceeds Available for Distribution	*11,780,000*	*29,080,000*	
Class 4 - Settled Priority Claims	**4,780,000**	**4,780,000**	19
Recovery Percentage	*100.0%*	*100.0%*	
Remaining Liquidation Proceeds Available for Distribution	*7,000,000*	*24,300,000*	
Class 1 - Priority Non-Tax Claims	**530,000**	**530,000**	
Class 3 - WARN Act Claims	**3,500,000**	**3,500,000**	
Priority Non-Tax and WARN Act Claims - Total	**4,030,000**	**4,030,000**	20
Recovery Percentage	*100.0%*	*100.0%*	
Remaining Liquidation Proceeds Available for Distribution	*2,970,000*	*20,270,000*	
Class 2 - Other Secured Claims	**0**	**0**	21
Recovery Percentage	*100.0%*	*100.0%*	
Remaining Liquidation Proceeds Available for Distribution	*2,970,000*	*20,270,000*	
Additional Dilution - Less Favorable Administrative and Priority Claims Settlements	**7,470,000**	**7,470,000**	22
Remaining Liquidation Proceeds Available for Distribution	*0*	*12,800,000*	
Class 5 - General Unsecured Claims	**741,800,000**	**482,000,000**	23
Recovery Percentage	*0.0%*	*2.7%*	
Remaining Liquidation Proceeds Available for Distribution	*0*	*0*	
Class 6 - Intercompany Claims	**0**	**0**	
Recovery Percentage	*N/A*	*N/A*	
Remaining Liquidation Proceeds Available for Distribution	*0*	*0*	
Class 7 - Interests	**0**	**0**	
Recovery Percentage	*N/A*	*N/A*	

Footnotes to Recovery Analysis

1. **Cash and Cash Equivalents (as of 12/5/2025) –** Represents the Debtors' estimated ending unrestricted cash of $11,500,000 as of the Conversion Date. Ending accessible cash excludes amounts for professional fees incurred during the chapter 11 case as such amounts are separately escrowed. This analysis assumes liquidation proceeds from Cash and Cash Equivalents are 100% of the unaudited book value.

2. **Accounts Receivables, Net –** Includes Trade AR, Unbilled Receivables and Intercompany Receivables. The accounts are comprised of balances outstanding from ~30 customers. To assess the Potential Recoverable Value of balances, the outstanding AR amounts for balances greater than $1.0 million, as indicated in the Company's books and records as of the petition date, were reviewed. Potential liquidated damages, potential other unrecorded adjustments, potential offset rights, conditions to collections and potential known defenses were analysed to determine the Potential Recoverable Value. Based on this analysis, the Debtors expect an effective recovery of 0.0% to 50.0% of the Potential Recoverable Value.

3. **Contract Assets –** Represents amounts allowed to be recognized as revenue in excess of the amounts that could be invoiced to the customer based upon milestones achieved. The Debtors do not expect to realize any value from the Contract Assets due to unmet billing milestones as of the Petition Date. Accordingly, no recovery is included for these assets in the Hypothetical Chapter 7 Liquidation Schedule.

4. **Advances to Suppliers –** Advances to Suppliers represent prepaid amounts made by the Debtors to vendors. U&L reviewed supplier balances and offset outstanding payables against corresponding advances to determine net positions. Suppliers with a positive net recoverable value after the offset were accordingly considered as Potential Recoverable Value. Based on this analysis, the Debtors expect an effective recovery of 0.0% to 25.0% of the Potential Recoverable Value.

5. **Inventory –** Represents inventory remaining after the sale to Purchaser. U&L reviewed the corresponding accounts payable ("AP") for each vendor and deducted those amounts from the Adjusted Book Value. This approach ensures that the residual inventory value is not overstated and that recoveries are measured net of related obligations and liabilities. Based on this analysis, the Debtors expect an effective recovery of 0.0% to 50.0% of the Potential Recoverable Value.

6. **Other Current Assets –** Includes software vendor payments and other prepaid expenses, such as prepaid insurance, security deposits for leases and tax receivables. U&L reviewed the vendor prepayments and identified outstanding payables owed to these vendors. These outstanding payables were offset against the corresponding advances to determine the Potential Recoverable Value. Vendors with potential net recoverable value have been considered in the analysis. Based on this analysis, the Debtors estimate an effective recovery of 0.0% to 50.0% of the Potential Recoverable Value for all Other Current Assets.

7. **Net Restricted Cash –** Represents the Debtors' restricted cash as of the Conversion Date, comprised of customer escrow accounts. The Debtors expect an effective recovery of 0.0% to 10.0% of the Potential Recoverable Value.

8. **Property & Equipment –** Represents the machinery and equipment, furniture and fixtures, and leasehold improvements located at the Debtors leased facilities.

    a. **Machinery and Equipment and Furniture and Fixtures:** In the low-case scenario, the costs to access and remove the equipment are assumed to exceed its resale value. In the high-case scenario, it is

assumed that the machinery and equipment can be accessed and removed at a reasonable cost within a reasonable timeframe, with a significant portion of the assets expected to have value only as scrap or salvage.

b. **Leasehold Improvements:** Represents the leasehold improvements made to the Tualatin, Miami and Irvine facilities. Since the facilities are leased and not owned by the Debtors and the leasehold improvements are not transferable, we do not expect any recovery from these improvements.

Based on this analysis, the Debtors expect an effective recovery of 0.0% to 10.0% of the Potential Recoverable Value.

9. **Investment in Subsidiaries –** Represents investments made in other subsidiaries. These subsidiaries are no longer operating and have no equity value. Accordingly, no Potential Recoverable Value is identified.

10. **Other Non-Current Assets –** Includes bond collateral deposits, prepaid lease deposits and other vendor deposits. The Debtors expect an effective recovery of 50.0% to 90.0% of the Potential Recoverable Value.

11. **Additional Assets –** Includes items not recorded in the statement of assets but identified as potentially recoverable. These include litigation claims, sales tax refunds, insurance claims, receivables for post-petition services and deposit returns. The receivables for post-petition services reflect continued service of Powin's Remote Operations Center ("ROC") from the Petition Date to August 18, 2025, the date which Powin was sold to Purchaser. During this period, the ROC continued to provide full system monitoring, data analytics, alerts, and support – helping maintain uptime and safety of customer assets. Based on this analysis, the Debtors expect an effective recovery of 30.0% to 70.0% of the Potential Recoverable Value for all Additional Assets.

12. **Gross Proceeds for Distribution –** Represents the gross value generated through the sale / disposition of the Debtors' assets prior to payment of wind-down Expenses, other chapter 7 administrative claims, and other claims.

13. **Wind-down & Sale Costs –** Represents the expenses related to maintaining systems during the wind-down, professional fees and other costs of the Estates. Professional fees are assumed to include counsel fees, accountants and other professionals. Other wind-down costs represent software & IT, insurance and the costs required to employ a portion of the Debtors' employee base as independent contractors to support the liquidation. These individuals will primarily be responsible for providing historical knowledge and insight to the chapter 7 Trustee regarding the Debtors' businesses and concluding the administrative liquidation of the businesses after the sale of substantially all of the Debtors' assets. The Debtors estimate that wind-down, sale and professional fee expenses will be up to approximately $7 million.

14. **Net Proceeds –** Represents the net value generated through the sale and disposition of the Debtors' assets after professional fees and wind-down expenses.

15. **Chapter 7 Trustee Fees –** Represents the chapter 7 trustee fees incurred for administering the liquidation pursuant to Section 326(a) of the Bankruptcy Code. The fees are determined on a tiered basis: 25% of the first $5,000, 10% of the next $45,000, 5% of amounts exceeding $50,000 up to $1,000,000, and 3% of all amounts in excess of $1,000,000. The Debtors estimate total trustee fees to range between $600,000 under a low-case scenario and $1,110,000 under a high-case scenario, representing approximately 3.0% of the total gross distributable values under each scenario.

16. **Total Net Proceeds for Distribution –** Represents the net value generated through the sale and disposition of the Debtors' assets after wind-down expenses and total chapter 7 trustee and professional fees.

17. **Administrative Claims –** The estimated administrative expense claims reflect expenses incurred during the post-petition period but paid on or after the Conversion Date. The Liquidation Analysis assumes that Administrative Claims would receive 100% recovery on account of such claims.

18. **Priority Tax Claims –** Represents the priority tax claims maintained in the Verita claims register, which have been reviewed and reclassified where necessary. The Liquidation Analysis assumes that Priority Tax Claims would receive 100% recovery on account of such claims.

19. **Class 4 – Settled Priority Claims –** Represents the Settled Administrative Claims with Ace Engineering, RH Shipping and Chartering and Mainfreight. The Liquidation Analysis assumes that Settled Priority Claims would receive 100% recovery on account of such claims. Each holder of a settled priority claim has agreed to reduce the amount of its asserted administrative claim; to defer recovery or account of such claim until additional liquidity proceeds are available under the Plan. As noted above, there can be no guarantee that these settlements would be available to a chapter 7 trustee.

20. **Class 1 – Priority Non-Tax Claims and Class 3 – WARN Act Claims –**

    a. **Class 1 – Priority Non-Tax Claims –** Represents the priority employee claims maintained in the Verita claims register, which have been reviewed and reclassified where necessary. The analysis includes priority employee claims maintained in the Verita claims register for employees not included in the WARN Class, but terminated within 180 days before the Petition Date, with each claim capped at the $17,150 statutory limit. The Liquidation Analysis assumes that Priority Non-Tax Claims would receive approximately 100% recovery on account of such claims**.**

    b. **Class 3 – WARN Act Claims –** Represents a settlement negotiated with WARN claimants for $500,000 paid at emergence and $3.0 million paid as additional funds as collected post-emergence. The Liquidation Analysis assumes that WARN Act Claims would receive 100% recovery on account of such claims. As noted above, there can be no guarantee that this settlement would be available to a chapter 7 trustee.

21. **Class 2 – Other Secured Claims –** Represents secured claims listed as per the claims maintained in the Verita claims register. These claims are listed unimpaired in line with the Plan such that the return of the applicable collateral or authorization of a setoff will satisfy the allowed amount of the Other Secured Claims. Following the return of the applicable collateral or setoff, claimants' remaining claim will be limited to a potential unsecured claim for any deficiency. Pursuant to the Plan, each holder of Other Secured Claims will receive turnover of the collateral securing its claim. The value of such collateral is not included in the determination of net proceeds. Accordingly, the satisfaction of Other Secured Claims does not impact the Liquidation Analysis.

22. **Additional Dilution** – Represents additional dilution of proceeds available for distribution to General Unsecured Creditors due to higher realization with ACE, Mainfreight, RH Shipping and WARN Act claimants resulting from the failure to achieve the settlements referenced in note 19.

23. **Class 5 – General Unsecured Claims –** Represents the estimated General Unsecured Claims as maintained in the Verita claims register and estimates made on the basis of the Debtors' books and records.

a. **Low Estimated Distributions Scenario:** The low case represents the General Unsecured Claims maintained in the Verita claims register. Duplicate claims filed across multiple entities have been removed to prevent double counting.

b. **High Estimated Distributions Scenario:** The high case assumes the midpoint between the claims amount as per the Debtors' books and records and the claims maintained in the Verita claims register.

The Liquidation Analysis assumes that under a Chapter 7 liquidation, General Unsecured Claims would receive up to 2.6% recovery on account of such claims.

Exhibit 14

(Notice of Settled Priority Claim - Exh. H)

EXHIBIT H

(Notice of Settled Priority Claim)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
Powin, LLC, *et al.*,[1]	Case No. 25-16137 (MBK)
Debtors.	(Jointly Administered)

NOTICE OF SETTLED PRIORITY CLAIM

The Debtors[2] submit this *Notice of Settled Priority Claim* regarding the following claims and causes of action:

I. ACE Engineering & Co., Ltd.

ACE Engineering & Co., Ltd.'s ("ACE") has asserted an Administrative Claim in an amount of $13,520,599.26 pursuant to Section 503(b)(9) of the Bankruptcy Code for goods and services provided to the Debtors within twenty (20) days prior to the Petition Date (the "ACE Administrative Claim"). The Debtors have agreed to resolve the ACE Administrative Claim, subject to Bankruptcy Court approval, as follows:

- ACE shall irrevocably contribute all of its Direct Claims (to the extent of any) to the Direct Claims Trust;
- Selection of the Liquidating Trustee and the forms of the Liquidating Trust Agreement and Direct Claims Trust Agreement shall be in a form acceptable to

[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 [15241]; (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]; (xii) Powin Canada B.C. Ltd. [2239]; and (xiii) Powin EKS SellCo, LLC [9110]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the *Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof and the Official Committee of Unsecured Creditors* [Docket No. 914] (the "Plan").

ACE, and it being agreed the documents attached to the Plan Supplement and the Liquidating Trustee identified in the Plan Supplement are acceptable to ACE;

- ACE shall receive an Allowed Administrative Claim of $5,000,000.00 (the "Allowed ACE Administrative Claim");
- ACE shall receive an allowed unsecured claim in the amount of $105,228,644.71;
- ACE shall receive $1,000,000.00 in cash on account of the Allowed ACE Administrative Claim on the Plan Effective Date; and
- The remaining $4,000,000.00 (the "Liquidating Trust Amount") of the Allowed ACE Administrative Claim shall be recoverable against the Liquidating Trust; and
- Distributions from the Liquidating Trust on account of the Liquidating Trust Amount shall be distributed as follows:
    - ACE shall receive 60% of each distribution from the Liquidating Trust until ACE is paid the full Liquidating Trust Amount; and
    - The remaining 40% of each distribution from the Liquidating Trust shall be shared by Allowed General Unsecured Claims and Allowed Priority Claims at the Trustee's discretion.

Exhibit 15

(Notice of Settlement of WARN Claims - Exh. I)

EXHIBIT I

(Notice of Settlement of WARN Claims)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
Powin, LLC, *et al.*,[1]	Case No. 25-16137 (MBK)
Debtors.	(Jointly Administered)

NOTICE OF SETTLEMENT OF WARN CLAIMS

The Debtors[2] submit this *Notice of Settlement of WARN Claims* regarding the following claims and causes of action:

I. WARN Claims.

As described in the Plan, the Debtors face potential liability related to asserted violations of the WARN Act. The Plan contemplates a settlement of the WARN Act Claims to be memorialized in the Plan Supplement. The Debtors and the putative WARN Act class representative[3] have agreed to settle the WARN Act Claims, subject to Bankruptcy Court approval, as follows:

- Brian Palomino shall serve as the designated class representative of the Allowed WARN Act Claims (the "WARN Act Class Representative");

[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 [15241]; (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]; (xii) Powin Canada B.C. Ltd. [2239]; and (xiii) Powin EKS SellCo, LLC [9110]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the *Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof and the Official Committee of Unsecured Creditors* [Docket No. 914] (the "Plan").

[3] *See* Adv. No. 25-01249 and related Claim No. 1, Luis Santiago on Behalf of Himself and All Others.

- The WARN Act Claim Reserve shall be funded on the Effective Date in the amount of $500,000.00, which shall be distributed to the WARN Act Class Representative for the benefit of members of the class; and
- Following the transfer of the Liquidating Trust Assets to the Liquidating Trust, the WARN Act Class Representative shall be entitled to recover against the Liquidating Trust, for the benefit of members of the class, $3,000,000.00 in net recoveries subject to payment in full of all Allowed Claims recoverable against the Liquidating Trust in accordance with Section 507 of the Bankruptcy Code.

Exhibit 16

(Notice of Filing of Amended Exhibits to Amended Plan Supplement)

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
Powin, LLC, *et al.*,[1]	Case No. 25-16137 (MBK)
Debtors.	(Jointly Administered)

NOTICE OF FILING OF AMENDED EXHIBITS TO AMENDED PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on November 7, 2025, the Debtors filed the *Notice of Filing Plan Supplement* [Docket No. 1036] (the "Initial Plan Supplement") in support of the Plan.

PLEASE TAKE FURTHER NOTICE THAT on November 8, 2025, the Debtors filed the *Notice of Filing of Amended Plan Supplement* [Docket No. 1038] (the "Amended Plan Supplement"), which amends and supersedes the Initial Plan Supplement.

PLEASE TAKE FURTHER NOTICE THAT the Debtors filed that certain Liquidation Trust Agreement attached as Exhibit C to the Amended Plan Supplement and that certain Notice of Settlement of WARN Claims attached as Exhibit I to the Amended Plan Supplement.

PLEASE TAKE FURTHER NOTICE THAT to correctly describe the settlement of WARN claims, the Debtors hereby file a revised version of the Liquidation Trust Agreement, attached hereto as **Exhibit A**, and a revised version of the Notice of Settlement of WARN Claims, attached hereto as **Exhibit B**.

PLEASE TAKE FURTHER NOTICE THAT a redline of the version of the Liquidation Trust Agreement attached hereto as **Exhibit A** marked against the version appended to the Amended Plan Supplement as Exhibit C is attached hereto as **Exhibit C**.

PLEASE TAKE FURTHER NOTICE THAT a redline of the version of the Notice of Settlement of WARN Claims attached hereto as **Exhibit B** marked against the version appended to the Amended Plan Supplement as Exhibit I is attached hereto as **Exhibit D**.

PLEASE TAKE FURTHER NOTICE that if you should have any questions about the Amended Plan Supplement, the Solicitation Package or if you would like to obtain paper copies or additional copies of the Plan, the Amended Plan Supplement or any other solicitation materials, please contact the Debtors' voting agent, Verita Global (the "Voting Agent") by: (a) visiting the Debtors' case website at: https://www.veritaglobal.net/powin (where you can obtain electronic copies of all documents filed with the

[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 [15241]; (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]; (xii) Powin Canada B.C. Ltd. [2239]; and (xiii) Powin EKS SellCo, LLC [9110]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

Bankruptcy Court for free); (b) writing to the Voting Agent at Powin Ballot Processing c/o KCC d/b/a Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (c) calling the Voting Agent at (866) 507-8031 (U.S./Canada) or (781) 575-2122 (International); (d) emailing powininfo@veritaglobal.com (with "In re Powin, LLC – Solicitation Inquiry" in the subject line); or (e) submitting an inquiry to the Voting Agent at: https://www.veritaglobal.net/powin/inquiry. You may also obtain copies of any pleadings filed with the Court by visiting the Bankruptcy Court's website at https://njb.uscourts.gov/ (in accordance with the procedures and fees set forth therein). Please be advised that the Voting Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may **not** advise you as to the Plan, the interpretation or meaning of any of the provisions contained therein, or whether you should vote to accept or reject the Plan, and will not provide you with any legal or financial advice in connection with the Plan.

[*Remainder of page left intentionally blank*]

Dated: November 13, 2025

POWIN, LLC, *et al.*
Debtors and Debtors in Possession
By their Counsel

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Exhibit 17

(Revised Version of Liquidation Trust Agreement - Exh. A)

Exhibit A

(Revised Liquidating Trust Agreement)

POWIN LIQUIDATING TRUST

POWIN LIQUIDATING TRUST AGREEMENT

Dated as of [●], 2025

Pursuant to the Joint Combined Disclosure Statement and

Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof

and the Official Committee of Unsecured Creditors

Dated October 15, 2025

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POWIN LIQUIDATING TRUST AGREEMENT

This Powin Liquidating Trust Agreement (this "**Trust Agreement**"), dated the date set forth on the signature page hereof and effective as of the Effective Date, is entered into pursuant to the Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates thereof and the Official Committee of Unsecured Creditors Docket No. [939] (as may be further amended or modified, the "**Plan**"),[1] in Case No. 25-16137 (MBK) in the United States Bankruptcy Court for the District of Delaware ("**Bankruptcy Court**") by the Trustee identified on the signature pages hereof (the "**Trustee**") and [_____] (the "**Delaware Trustee**"), and the members of the Oversight Committee who are the individuals further identified on the signature page hereto (together with any successors serving in such capacity, the "**TOC**" and, together with the Trustee and the Delaware Trustee, the "**Parties**").

RECITALS

WHEREAS, the Plan contemplates the creation of the Powin Liquidating Trust (the "**Liquidating Trust**");

WHEREAS, the Confirmation Order has been entered by the Bankruptcy Court;

WHEREAS, pursuant to the Plan, the Liquidating Trust is established to (i) receive and liquidate, sell, or dispose of the Liquidating Trust Assets as set forth in the Plan; (ii) cause all net proceeds of the Liquidating Trust Assets, including proceeds of Causes of Action on behalf of the Liquidating Trust, to be deposited into the Liquidating Trust; (iii) initiate actions to resolve any

[1] All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Plan, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or in the Plan, but defined in the Bankruptcy Code or Bankruptcy Rules, shall have the meanings ascribed to them by the Bankruptcy Code and Bankruptcy Rules, and such definitions are incorporated herein by reference.

remaining issues regarding the allowance and payment of Claims including, as necessary, initiation and/or participation in proceedings before the Court; (iv) to take such actions as are necessary or useful to maximize the recoveries to holders of Allowed General Unsecured Claims (the "**Liquidating Trust Beneficiaries**" and the interests in the Liquidating Trust held by such Liquidating Trust Beneficiaries, the "**Liquidating Trust Interests**"); (v) effectuate the wind-down of the Debtors as set forth in the Plan; and (vi) in its capacity as Distribution Agent, to make the payments and distributions ("**Liquidating Trust Distributions**") to Holders of Allowed Claims, including Holders of Allowed Administrative, Priority, and General Unsecured Claims in accordance with the Plan, the Confirmation Order and this Trust Agreement (the "**Governing Documents**") and otherwise implement the Plan;

WHEREAS, the Trustee shall administer the Liquidating Trust in accordance with the terms of the Governing Documents;

WHEREAS, pursuant to the Plan, the Liquidating Trust is intended to qualify as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations, and a "grantor trust" for United States federal income tax purposes, pursuant to Sections 671-679 of the Internal Revenue Code (the "**IRC**"), with the Liquidating Trust Beneficiaries treated as the grantors of the Liquidating Trust, except with respect to any Disputed Ownership Fund pursuant to Section 5.3(c); and

WHEREAS, pursuant to the Plan, the Trustee shall also serve in the capacity of Wind-Down Officer of the Debtors and their affiliated entities in accordance with the terms of the Confirmation Order, the Plan, and the terms set forth in **Exhibit 1**.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

AGREEMENT OF TRUST

1.1 **Creation and Name**

There is hereby created a trust known as the "Powin Liquidating Trust." The Trustee of the Liquidating Trust may transact the business and affairs of the Liquidating Trust in the name of the Liquidating Trust, and references herein to the Liquidating Trust shall include the Trustee acting on behalf of the Liquidating Trust. It is the intention of the Parties that the Liquidating Trust qualify as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations and that this Trust Agreement constitute the governing instrument of the Liquidating Trust, except with respect to any Disputed Ownership Fund. The Trustee and the Delaware Trustee are hereby authorized and directed to execute and file a Certificate of Trust with the Delaware Secretary of State in the form attached hereto as **Exhibit 2**.

1.2 **Purpose**

The purposes of the Liquidating Trust are to:

(a) receive and liquidate the Liquidating Trust Assets pursuant to the terms of the Plan and the Confirmation Order;

(b) pursue, and if applicable, resolve (by way of settlement, judgment, or otherwise) the Causes of Action, in accordance with the Plan;

(c) hold, manage, protect and invest the Liquidating Trust Assets, together with any income or gain earned thereon and proceeds derived therefrom (collectively, the "**Trust Assets**"), and monetize any non-liquid Trust Assets, in accordance with the terms of the Governing Documents for the benefit of the Liquidating Trust Beneficiaries, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purposes of the Liquidating Trust;

(d) make distributions of Trust Assets to Liquidating Trust Beneficiaries in accordance with and subject to the terms of this Trust Agreement and the Plan;

(e) qualify at all times as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations, except with respect to any Disputed Ownership Fund; and

(f) engage in any lawful activity that is appropriate and in furtherance of the purposes of the Liquidating Trust to the extent consistent with the Governing Documents.

1.3 **Transfer of Assets**

Pursuant to, and in accordance with Article 13.3(c) of the Plan, the Liquidating Trust has received the Liquidating Trust Assets to fund the Liquidating Trust. The Liquidating Trust Assets and any other assets to be transferred to the Liquidating Trust under the Plan will be transferred to the Liquidating Trust free and clear of any liens or other claims by the Debtors, any creditor, or other entity.

Notwithstanding anything to the contrary herein or in the Plan, the Liquidating Trust shall waive, and shall not pursue or seek to monetize, any and all preference actions, including which may be asserted pursuant to section 547 of the Bankruptcy Code, against any Contributing Direct

Claim Holder. For the avoidance of doubt, all preference actions against entities that are not a Contributing Direct Claim Holder shall not be waived.

The Direct Claims Trust and this Liquidating Trust have a common, joint interest in the Causes of Action. Pursuant to the terms of this Trust Agreement, the Trustee is authorized to utilize any privileged documents or communications in his or her capacity as Direct Claims Trustee, and the Trustee is authorized to utilize any privileged documents belonging to the Direct Claims Trust in his or her capacity as Trustee, in each case without any prior notification to the Contributing Direct Claim Holders, and the Trustee is authorized to receive and utilize any such privileged documents or communications in his or her discretion, in connection with the Causes of Action.

For purposes of this Section 1.3, "privilege" means attorney-client privilege or work product protection (or both as the case may be) as those terms are defined in Federal Rule of Evidence 502(g) or any other privilege or immunity available under any applicable law. All communications between the Trustee and the TOC shall be deemed privileged and confidential communications, it being acknowledged that the subject matter of such communications is with respect to common litigation interests. Such communications shall not be disclosed to any third parties except as may be required by an order of a court of competent jurisdiction upon prior notice to the Trustee or to the extent permitted under the cooperation provisions of this Section 1.3; provided, however, that the Trustee may reference or utilize such communications in a complaint or other court pleading; provided, further, that the Trustee takes customary precautions to preserve the confidentiality of such documents including but not limited to filing such complaints or other court pleadings under seal or redact references to such documents and/or communications, as appropriate, unless a court of competent jurisdiction orders otherwise. For the avoidance of doubt,

the TOC, each member serving on the TOC, and each Liquidating Trust Beneficiary shall have no right, title or interest in and/or to any privilege or immunity that the Contributing Direct Claim Holders transfer, assign, and deliver to the Direct Claims Trust and the Trustee in his or her capacity as the Direct Claims Trustee, and such privilege and immunity shall only be the Direct Claims Trust's and Trustee's in its capacity as the Direct Claims Trustee to preserve, assert or waive.

1.4 **Acceptance of Assets and Assumption of Liabilities**

(a) In furtherance of the purposes of the Liquidating Trust, the Liquidating Trust hereby expressly accepts the transfer to the Liquidating Trust of the Liquidating Trust Assets in the time and manner as, and subject to the terms, contemplated in the Plan.

(b) In furtherance of the purposes of the Liquidating Trust, except as otherwise provided in this Trust Agreement or the Plan, the Liquidating Trust shall have and retain any and all rights and defenses the Debtors had with respect to any Cause of Action immediately before the Effective Date to the extent necessary to administer such Cause of Action in accordance with this Trust Agreement and the Plan.

(c) Notwithstanding anything to the contrary herein, no provision herein shall be construed or implemented in a manner that would cause the Liquidating Trust to fail to qualify as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations.

(d) In this Trust Agreement, the words "must," "will," and "shall" are intended to have the same mandatory force and effect, while the word "may" is intended to be permissive rather than mandatory.

(e) The Bankruptcy Court shall have continuing jurisdiction over the Liquidating Trust, provided, however, that the courts of the State of Delaware, including any federal court located therein, shall also have jurisdiction over the Liquidating Trust.

ARTICLE II

POWERS, TRUST ADMINISTRATION, AND REPORTING

2.1 **Powers**

(a) The Trustee is and shall act as a fiduciary to the Liquidating Trust in accordance with the provisions of the Governing Documents. The Trustee shall, at all times, administer the Liquidating Trust in accordance with the purposes set forth in Section 1.2 above and the Plan. Subject to the limitations set forth in the Governing Documents, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or proper to fulfil the purposes of the Liquidating Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto and not inconsistent with the requirements of Section 2.2 below, and any trust power now or hereafter permitted under the laws of the State of Delaware.

(b) Except as required by applicable law or as otherwise specified herein or in the Plan or the Confirmation Order, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(c) Without limiting the generality of Section 2.1(a) above, and except as limited herein, including as set forth in Sections 4.14 and 4.15 of this Trust Agreement, or by the Plan, the Trustee shall have the power to:

(i) receive and hold the Liquidating Trust Assets and exercise all rights with respect thereto;

(ii) invest the monies held from time to time by the Liquidating Trust in accordance with the Investment Guidelines pursuant to Section 3.2 below;

(iii) incur expenses and other obligations of the Liquidating Trust necessary to carry out the purposes of the Liquidating Trust in accordance with this Trust Agreement and the Plan, and pay or satisfy such obligations from the Liquidating Trust Assets as set forth in this Trust Agreement and the Plan;

(iv) to borrow such sums of money or enter into litigation funding agreements, at any time and from time to time, for such periods of time, upon such terms and conditions, from such Persons, for such purposes as the Trustee deems reasonable;

(v) establish such funds, reserves, and accounts within the Liquidating Trust, as the Trustee deems useful in carrying out the purposes of the Liquidating Trust;

(vi) investigate, prosecute, settle, abandon or compromise any Causes of Action the Debtors held against any Entity;

(vii) establish, supervise, and administer the Liquidating Trust and make distributions to Liquidating Trust Beneficiaries pursuant to the terms of Governing Documents;

(viii) appoint such officers and retain such consultants, advisors, independent contractors, experts and agents and engage in such legal, financial, administrative, accounting, investment, auditing, forecasting, and alternative dispute resolution services and activities as the Liquidating Trust requires, and delegate to such persons such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in his or her

discretion, deems advisable or necessary in order to carry out the terms of this Trust Agreement;

(ix) pay reasonable compensation from the Liquidating Trust Assets for any of the Liquidating Trust's consultants, advisors, independent contractors, experts, and agents for legal, financial, administrative, accounting, investment, auditing, forecasting, and alternative dispute resolution services and activities as the Liquidating Trust requires, as well as the fees and expenses of the TOC and TOC Professionals, in each case, subject to the procedures set forth herein;

(x) pay reasonable compensation from the Liquidating Trust Assets for the Trustee, the Delaware Trustee, consultants, advisors, independent contractors, experts and agents, and reimburse the Trustee and the Delaware Trustee for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder, in each case, subject to the procedures set forth herein;

(xi) enter into such other arrangements with third parties as the Trustee deems useful in carrying out the purposes of the Liquidating Trust, provided such arrangements are not material and do not conflict with any other provision of this Trust Agreement or the Plan;

(xii) in accordance with Section 4.4 below, defend, indemnify, and hold harmless (and purchase insurance indemnifying) the Trust Indemnified Parties (as defined in Section 4.4 below), to the fullest extent that a statutory trust organized under the laws of the State of Delaware is from time to time entitled to defend, indemnify, hold harmless, and/or insure its directors, trustees, officers, employees, consultants, advisors, agents, and

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representatives. No party shall be indemnified in any way for any liability, expense, claim, damage, or loss for which he or she is liable under Section 4.4 below;

(xiii) commence and pursue viable Causes of Action in accordance with the Plan and this Trust Agreement;

(xiv) object to the Disputed Claims and prosecute, settle, compromise, withdraw or resolve in any manner approved by the Bankruptcy Court such objections; and

(xv) exercise any and all other rights, and take any and all other actions as are permitted, of the Trustee in accordance with the terms of this Trust Agreement and the Plan.

(d) The Liquidating Trust shall not have the power to guarantee any debt of other persons.

(e) The Trustee shall endeavour to make timely distributions and not unduly prolong the duration of the Liquidating Trust.

(f) The Trustee shall consult with the TOC on the matters set forth in Section 4.14 below. The Trustee shall obtain the consent of the TOC prior to taking action with respect to the matters set forth in Section 4.15 below, as and to the extent set forth therein.

2.2 **General Administration**

(a) The Trustee shall act in accordance with the Governing Documents. In the event of a conflict between the terms of this Trust Agreement and the Plan, the terms of the Plan shall control. For the avoidance of doubt, this Trust Agreement shall be construed and implemented in accordance with the Plan, regardless of whether any provision herein explicitly references the Plan.

(b) The Trustee shall (i) timely file such tax returns and pay any taxes imposed on the Liquidating Trust in accordance with Section 5.3, (ii) comply with all applicable reporting and withholding obligations in accordance with Section 5.4, (iii) satisfy all requirements necessary to qualify and maintain qualification of the Liquidating Trust as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations, except with respect to any Disputed Ownership Fund, and (iv) take no action that could cause the Liquidating Trust to fail to qualify as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations, except with respect to any Disputed Ownership Fund or the WARN Act Claim Reserve.

(c) Other than the obligations of the Trustee specifically set forth in the Governing Documents, the Trustee shall have no obligations of any kind or nature with respect to his or her position as such.

(d) The Liquidating Trust and the Direct Claims Trust shall fully cooperate with each other with respect to their respective investigation and/or prosecution of any Causes of Action. As indicated in Article I, Section 1.3 of this Trust Agreement, cooperation shall include, but not be limited to, sharing and/or exchanging documents obtained in discovery and such other forms of mutual cooperation that, in the sole discretion of the Trustee is appropriate and in the best interest of the Liquidating Trust and the Direct Claims Trust. Such cooperation shall be subject to all available common interest protection and/or privileges applicable to the foregoing investigation and/or prosecution.

(e) In the event that (i) the Liquidating Trust and the Direct Claims Trust prosecute related claims against a single defendant, (ii) a recovery is received related to such claims, and (iii)

the Trustee determines in his or her commercially reasonable judgment that there is no clear allocation of such recovery between claims brought by the Liquidating Trust and claims brought by the Direct Claims Trust, the Trustee shall allocate such recovery to the Liquidating Trust and the Direct Claims Trust in accordance with the Direct Claims Trust Agreement.

2.3 **Reporting**

(a) The Trustee shall timely prepare, file and distribute such statements, reports and submissions to the extent required by applicable law.

(b) The Trustee shall cause to be prepared and filed with the Bankruptcy Court, no later than thirty-one (31) days after June 30 and December 31 of each calendar year, a semi-annual report (the "**Semi-Annual Report**") regarding the administration of property subject to its ownership and control pursuant to the Plan, distributions made by it and other matters relating to the implementation of the Plan.

(c) The Trustee shall cause to be prepared and filed with the Bankruptcy Court, as soon as available, and in any event no later than one hundred and twenty (120) days following the end of each fiscal year, an annual report (the "**Annual Report**") containing special-purpose financial statements of the Liquidating Trust (including, without limitation, a special-purpose statement of assets, liabilities and net claimants' equity, a special-purpose statement of changes in net claimants' equity and a special-purpose statement of cash flows). The Trustee shall not be required to obtain an audit of the Annual Report by a firm of independent certified public accountants. The Annual Report shall be made available to the Liquidating Trust Beneficiaries by means of actual notice, provided, however, the Trustee may post the Annual Report on a website maintained by

the Liquidating Trust in lieu of actual notice to each Liquidating Trust Beneficiary (unless otherwise required by law) (the "**Website**").

ARTICLE III

ACCOUNTS, INVESTMENTS, AND PAYMENTS

3.1 **Accounts**

(a) The Trustee shall maintain one or more accounts (the "**Trust Accounts**") on behalf of the Liquidating Trust with one or more financial depository institutions (each a "**Financial Institution**").

(b) The Trustee may replace any retained Financial Institution with a successor Financial Institution at any time, and such successor shall be subject to the considerations set forth in Section 3.1(a) above.

(c) The Trustee may, from time to time, create such accounts and reasonable reserves within the Trust Accounts as authorized in this Section 3.1 and as he or she may deem necessary, prudent or useful in order to provide for distributions to the Liquidating Trust Beneficiaries and may, with respect to any such account or reserve, restrict the use of money therein for a specified purpose (the "**Trust Subaccounts**"). Any such Trust Subaccounts established by the Trustee shall be held as Trust Assets and, except as specifically designated as such in accordance with the provisions of Section 5.3(c) or 5.7 below, are not intended to be subject to separate entity tax treatment as a "disputed claims reserve," a "disputed ownership fund," or a "qualified settlement fund" within the meaning of the IRC or Treasury Regulations.

3.2 **Investment Guidelines**

(a) The Trustee may invest the Trust Assets in accordance with the Investment Guidelines, attached hereto as **Exhibit 3** (the "**Investment Guidelines**").

(b) In the event the Liquidating Trust holds any non-liquid assets, the Trustee shall own, protect, oversee, and monetize such non-liquid assets in accordance with the Governing Documents. This Section 3.2(b) is intended to modify the application to the Liquidating Trust of the "prudent person" rule, "prudent investor" rule and any other rule of law that would require the Trustee to diversify the Trust Assets.

(c) Cash proceeds received by the Liquidating Trust in connection with its monetization of the non-liquid Trust Assets shall be invested in accordance with the Investment Guidelines until needed for the purposes of the Liquidating Trust as set forth in Section 1.2 above.

3.3 **Payment of Operating Expenses**

(a) All operating expenses of the Liquidating Trust shall be paid from the Liquidating Trust as provided in the Plan. The Direct Claims Trust expenses will be advanced by the Liquidating Trust and will be repaid upon realization of a recovery of Direct Claims Trust Assets before distribution of any proceeds to the beneficiaries of the Direct Claims Trust or any cooperation payment to the Liquidating Trust. None of the Trustee, Delaware Trustee, the TOC, the Liquidating Trust Beneficiaries, nor any of their officers, agents, advisors, professionals or employees shall be personally liable for the payment of any operating expense or other liability of the Liquidating Trust. Except as expressly set forth in the Plan, none of the Debtors, nor any of their officers, agents, advisors, professionals or employees shall be liable for the payment of any

operating expense or other liability of the Liquidating Trust, the Trustee, the Delaware Trustee or the TOC. To the extent that the Trustee determines that the Liquidating Trust is likely to incur a cash shortfall prior to the termination and winding up of the Liquidating Trust, the Trustee may determine to establish cash reserves from the corpus of the Liquidating Trust, which cash reserves shall be allocated equitably to the Liquidating Trust Beneficiaries by the Trustee in his or her judgment. Notwithstanding the foregoing, any fees and expenses attributable to the WARN Act Claim Reserve Account, as determined by the Liquidating Trustee in its reasonable discretion, shall be paid only out of assets held in the WARN Act Claim Reserve Account.

3.4 **Distributions to Liquidating Trust Beneficiaries**

(a) The Trustee will make distributions to Liquidating Trust Beneficiaries in a fair, consistent and equitable manner in accordance with the Governing Documents.

(b) Distributions to Liquidating Trust Beneficiaries shall be made, as determined by the Trustee in his or her discretion subject to the terms of the Plan, provided, however, the Liquidating Trust must distribute at least annually to the Liquidating Trust Beneficiaries its net income plus all net proceeds from the sale of assets, except that the Liquidating Trust may retain an amount of net proceeds or net income reasonably necessary to maintain the value of its assets or to meet claims and contingent liabilities (including disputed claims). To the extent there is not sufficient Cash transferred to the Liquidating Trust on the Effective Date to satisfy the Distributions required to be made to the holders of Allowed Administrative and Priority Claims, holders of such Allowed Claims shall be considered Liquidating Trust Beneficiaries (including, but not limited to, for purposes of Articles III, V, and VII) until such time as the shortfall is satisfied

and their Allowed Claims are paid in full in accordance with the Plan. Thereafter, distributions should be made pro rata based on their Liquidating Trust Interests.

(c) The Liquidating Trust may withhold or deduct from amounts distributable to any Person any and all amounts, determined in the Trustee's reasonable sole discretion, required by any law, regulation, rule, ruling, directive, or other governmental requirement (including, without limitation, tax withholding in accordance with Section 5.4 below). Any Trust Assets which are undistributable in accordance with this Section 3.4 as of the termination of the Liquidating Trust shall (i) revert to the Liquidating Trust (notwithstanding any applicable foreign, federal or state escheat, abandoned, or unclaimed property laws to the contrary); (ii) the Allowed General Unsecured Claim with respect to such undistributable amount shall be released, settled, compromised and forever barred, and (iii) the undistributable amount shall be reallocated to the other Allowed General Unsecured Claims, in accordance with provisions of the Governing Documents.

(d) The Trustee may retain a distribution agent for the effective administration and distribution of amounts payable to Liquidating Trust Beneficiaries; provided, however, that such distribution agent shall have no greater authority than, and shall be subject to the same restrictions as, the Trustee under this Trust Agreement.

(e) Subject to Bankruptcy Rule 9010, any distribution to a Liquidating Trust Beneficiary shall be made: (1) at the addresses set forth on the respective proofs of Claim filed by such holders; (2) at the address set forth in any written notices of address changes delivered to the Trustee after the date of any related proof of Claim; or (3) at the address reflected in the schedules if no proof of Claim is filed with the Trustee and the Trustee has not received a written notice of a

change of address. Except as set forth in the Plan, if any Liquidating Trust Distribution or other communication from the Liquidating Trust is returned as undeliverable, no further Liquidating Trust Distribution shall be made to such holder unless the Trustee is notified in writing of such holder's then current address. Undeliverable Liquidating Trust Distributions shall remain in the possession of the Trustee until the earlier of (i) such time as a Liquidating Trust Distribution becomes deliverable or (ii) such undeliverable Liquidating Trust Distribution becomes unclaimed property pursuant to the provisions of the Plan and this Trust Agreement. Except as required by law, the Trustee (or its duly authorized agent) shall have no obligation to locate any Liquidating Trust Beneficiary.

(f) After final Liquidating Trust Distributions have been made in accordance with the Governing Documents, and adequate provision has been made for all final obligations of the Liquidating Trust, the Trustee shall have the authority to direct the remaining Trust Assets to a tax-exempt organization as selected by the Trustee in his or her discretion.

(g) Checks issued to Liquidating Trust Beneficiaries shall be null and void if not negotiated within one hundred eighty (180) calendar days after the date of issuance thereof. Requests for reissuance of any voided check shall be made directly to the Trustee by the Liquidating Trust Beneficiary to whom such check was originally issued. Any Allowed General Unsecured Claim in respect of such a voided check shall be made within one hundred eighty (180) calendar days after the date of issuance of such check. If no request is made as provided in the preceding sentence, the check shall be deemed undistributable and shall be subject to the provisions of Section 3.4(c).

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(h) Cash payments to foreign Liquidating Trust Beneficiaries may be made, at the option of the Trustee, in such funds and by such means as are necessary or customary in the foreign jurisdiction of such foreign holder.

(i) The Trustee shall have the discretion to determine the timing of Liquidating Trust Distributions in the most efficient and cost-effective manner possible; provided, however, that the Trustee's discretion may not be exercised in a manner inconsistent with any express requirements of the Plan.

(j) Notwithstanding any provision in the Governing Documents to the contrary, the Trustee, in the Trustee's sole discretion, may decline to make any distribution of $100 or less, due to the economic inefficiency of making a distribution of such a de minimis amount.

ARTICLE IV

TRUSTEE; DELAWARE TRUSTEE

4.1 **Number**

In addition to the Delaware Trustee appointed pursuant to Section 4.12 below, there shall be one (1) Trustee who shall be the person named on the signature pages hereof.

4.2 **Term of Service**

(a) The Trustee shall serve from the Effective Date until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 4.2(b) below, (iii) his or her removal pursuant to Section 4.2(c) below, or (iv) the termination of the Liquidating Trust pursuant to Section 7.2 below.

(b) The Trustee may resign at any time upon written notice filed with the Bankruptcy Court and delivered to the TOC. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The Trustee may be removed by the Bankruptcy Court upon motion by the TOC in the event the Trustee becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence or for other good cause. Other good cause shall include, without limitation, (i) fraud, self-dealing, intentional misrepresentation, wilful misconduct, indictment for or conviction of a felony, in each case whether or not connected to the Liquidating Trust, or (ii) a consistent pattern of neglect and failure to perform or participate in performing the duties of Trustee hereunder.

(d) In the event of any vacancy in the office of the Trustee, including the death, resignation or removal of any Trustee, such vacancy shall be filled by the TOC as set forth herein. The TOC will nominate an individual to serve as successor Trustee. If the majority of the TOC then in office agree upon a successor Trustee, then, subject to the approval of the Bankruptcy Court, such individual shall become the Trustee. In the event that a majority of the TOC then in office cannot agree on a successor Trustee, the matter will be resolved pursuant to Section 7.12 below.

(e) Immediately upon the appointment of any successor Trustee pursuant to Section 4.2(d) above, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in and undertaken by the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee. No

predecessor Trustee shall be liable personally for any act or omission of his or her successor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of his or her predecessor Trustee.

(f) Each successor Trustee shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 4.2(b) above, (iii) his or her removal pursuant to Section 4.2(c) above, and (iv) the termination of the Liquidating Trust pursuant to Section 6.2 below.

4.3 **Compensation and Expenses of the Trustee**

(a) The Trustee shall receive compensation on an hourly basis for its service as Trustee on matters related to the operation of the Trust. The hourly rate shall be the Trustee's usual and customary rate then in effect, which is currently $855 per hour (subject to the consent of the TOC, which consent shall not be unreasonably withheld or delayed).

(i) The Liquidating Trust will promptly reimburse the Trustee for all reasonable and documented out-of-pocket costs and expenses incurred by the Trustee in connection with the performance of his or her duties hereunder.

4.4 **Standard of Care; Exculpation**

(a) As used herein, the term "**Trust Indemnified Party**" shall mean each of (i) the Trustee, (ii) the Delaware Trustee, (iii) the TOC and (iv) the officers, employees, consultants, advisors, and agents of each of the Liquidating Trust, the Trustee and the TOC, including the Trustee Professionals and the TOC Professionals.

(b) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall not have or incur any liability for actions taken or omitted in their capacities as Trust Indemnified Parties, or on behalf of the Liquidating Trust, except those acts found by a final order of a court of competent jurisdiction ("**Final Order**") to be arising out of their wilful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification and reimbursement for reasonable fees and expenses in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the Liquidating Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or this Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case except for any actions or inactions found by Final Order to be arising out of their wilful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the Liquidating Trust.

(c) To the extent that, at law or in equity, the Trust Indemnified Parties have duties (including fiduciary duties) or liability related thereto, to the Liquidating Trust or the Liquidating Trust Beneficiaries, it is hereby understood and agreed by the Parties that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Trust Indemnified Parties; provided, however, that with respect to the Trust Indemnified Parties other than the Delaware Trustee the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to this Section 4.4 and its subparts.

4.5 **Protective Provisions**

(a) Every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to Trust Indemnified Parties shall be subject to the provisions of this Section 4.5.

(b) In the event the Trustee retains counsel (including at the expense of the Liquidating Trust), the Trustee shall be afforded the benefit of the attorney-client privilege with respect to all communications with such counsel, and in no event shall the Trustee be deemed to have waived any right or privilege including, without limitation, the attorney-client privilege even if the communications with counsel had the effect of guiding the Trustee in the performance of duties hereunder. Such attorney-client privilege shall be vested solely in the Trustee, on behalf of the Liquidating Trust, and not in the TOC, or any other person, committee or subcomponent of the Liquidating Trust, or any other person (including counsel and other professionals) who has been engaged by, represents, or has represented any holder of an Allowed General Unsecured Claim. A successor Trustee shall succeed to and hold the same respective rights and benefits of the predecessor for purposes of privilege, including the attorney-client privilege. No Party or other person may raise any exception to the attorney-client privilege described herein as any such exceptions are hereby waived by all Parties.

(c) No Trust Indemnified Party shall be personally liable under any circumstances, except for his or her own wilful misconduct, bad faith, gross negligence or fraud as determined by a Final Order.

(d) No provision of this Trust Agreement shall require the Trust Indemnified Parties to expend or risk their own personal funds or otherwise incur financial liability in the performance of their rights, duties and powers hereunder.

(e) In the exercise or administration of the Liquidating Trust hereunder, the Trust Indemnified Parties (i) may act directly or through their respective agents or attorneys pursuant to agreements entered into with any of them, and the Trust Indemnified Parties shall not be liable for the default or misconduct of such agents or attorneys if such agents or attorneys have been selected by the Trust Indemnified Parties in good faith and with due care, and (ii) may consult with counsel, accountants and other professionals to be selected by them in good faith and with due care and employed by them, and shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the advice or opinion of any such counsel, accountants or other professionals.

4.6 **Indemnification**

(a) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall be entitled to indemnification and reimbursement for reasonable fees and expenses (including attorneys' fees and costs but excluding taxes in the nature of income taxes imposed on compensation paid to the Trust Indemnified Parties) in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the Liquidating Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or the Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case, except for any actions or inactions found by Final Order to be arising out of their wilful misconduct, bad faith,

gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the Trust Assets.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trust Indemnified Parties in connection with any action, suit or proceeding, whether civil, administrative or arbitrative, from which they are indemnified by the Liquidating Trust shall be paid by the Liquidating Trust from the Liquidating Trust Assets in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trust Indemnified Parties, to repay such amount in the event that it shall be determined ultimately by Final Order that the Trust Indemnified Parties or any other potential indemnitee are not entitled to be indemnified by the Liquidating Trust. The Trustee may, in his or her discretion, authorize an advance of reasonable expenses, costs and fees (including attorneys' fees and costs) to be incurred by or on behalf of the Trust Indemnified Parties, as set forth herein.

(c) The Trustee shall purchase and maintain appropriate amounts and types of insurance on behalf of the Trust Indemnified Parties, as determined by the Trustee, which may include insurance with respect to liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trust Indemnified Party, and/or as an employee, agent, lawyer, advisor or consultant of any such person.

(d) The indemnification provisions of this Trust Agreement with respect to any Trust Indemnified Party shall survive the termination of such Trust Indemnified Party from the capacity for which such Trust Indemnified Party is indemnified. Modification of this Trust Agreement shall not affect any indemnification rights or obligations in existence at such time. In making a determination with respect to entitlement to indemnification of any Trust Indemnified Party

hereunder, the person, persons or entity making such determination shall presume that such Trust Indemnified Party is entitled to indemnification under this Trust Agreement, and any person seeking to overcome such presumption shall have the burden of proof to overcome the presumption.

(e) The rights to indemnification hereunder are not exclusive of other rights which any Trust Indemnified Party may otherwise have at law or in equity, including common law rights to indemnification or contribution.

4.7 **Trustee Independence**

The Trustee shall not act as an attorney, agent, or other professional for any Liquidating Trust Beneficiary or any holder of any Allowed General Unsecured Claim. For the avoidance of doubt, this Section 4.7 shall not be applicable to the Delaware Trustee.

4.8 **No Bond**

Neither the Trustee nor the Delaware Trustee shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

4.9 **Burden of Proof**

In any proceeding brought by any of the Debtors, or any other person who is bound by this Trust Agreement challenging any action, determination or failure to act of the Trustee in discharge of his or her duties under this Trust Agreement on the basis that such action, determination or failure constitutes gross negligence, wilful misconduct or fraud, the person bringing or prosecuting such proceeding shall have the burden of proving that such determination, action or failure to act

constituted gross negligence, wilful misconduct, or fraud. Notwithstanding anything to the contrary in this Trust Agreement or any duty otherwise existing at law or equity, each determination, action or failure to act of the Trustee in the discharge of his or her duties under this Trust Agreement is, to the extent consistent with this Trust Agreement, hereby deemed to not constitute a breach of this Trust Agreement or any duty hereunder or existing at law, in equity or otherwise.

4.10 **Reliance by the Trustee**

The Trustee may absolutely rely, and shall be fully protected in acting or refraining from acting if he or she relies upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document that he or she has no reasonable belief to be other than genuine and to have been signed or presented other than by the proper party or parties or, in the case of facsimile transmissions, to have been sent other than by the proper party or parties, in each case without obligation to satisfy itself that the same was given in good faith and without responsibility for errors in delivery, transmission or receipt. In the absence of gross negligence, wilful misconduct, or fraud in respect of the Trustee's duties as found by a final and non-appealable court of competent jurisdiction, or material breach of this Trust Agreement, the Trustee may rely as to the truth of statements and correctness of the facts and opinions expressed therein and shall be fully protected personally in acting (or, if applicable, not acting) thereon. The Trustee shall have the right at any time to seek and rely upon instructions from the Bankruptcy Court concerning this Trust Agreement, the Plan or any other document executed in connection therewith, and the Trustee shall be entitled to rely upon such instructions in acting or failing to act and shall not be liable for any act taken or not taken in reliance thereon.

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4.11 **Books and Records**

Upon notice to the Bankruptcy Court and the TOC, the Trustee shall be free, in his or her discretion to abandon, destroy or otherwise dispose of any books and records in his possession that the Trustee deems not necessary for the continued administration of the Plan and not required to be retained under applicable law, without the need for any order of the Bankruptcy Court, and shall have no liability for same. This notice provision shall not create any right by any third party to access to privileged or confidential information held by the Liquidating Trust.

4.12 **Delaware Trustee**

(a) There shall at all times be a Delaware Trustee to serve in accordance with the requirements of the Act. The Delaware Trustee shall either be (i) a natural person who is at least twenty-one (21) years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware, otherwise meets the requirements of applicable Delaware law to be eligible to serve as the Delaware Trustee, and shall act through one or more persons authorized to bind such entity. If at any time the Delaware Trustee shall cease to be eligible to serve as Delaware Trustee in accordance with the provisions of this Section 4.12, it shall resign immediately in the manner and with the effect hereinafter specified in Section 4.12(c) below. For the avoidance of doubt, the Delaware Trustee will only have such rights, duties and obligations as expressly provided by reference to the Delaware Trustee hereunder. The Trustee shall have no liability for the acts or omissions of any Delaware Trustee.

(b) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities of the Trustee set forth herein. The

Delaware Trustee shall be a trustee of the Liquidating Trust for the sole and limited purpose of fulfilling the requirements of Section 3807(a) of Chapter 38 of title 12 of the Delaware Code, 12 Del. C. Section 3801 *et seq.* (the "**Act**") and for taking such actions as are required to be taken by a Delaware Trustee under the Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to accepting legal process served on the Liquidating Trust in the State of Delaware and the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the Act. There shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. These duties shall be deemed purely ministerial in nature, and the Delaware Trustee shall not be liable except for the performance of such duties, and no implied covenants or obligations shall be read into this Trust Agreement against the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating to the Liquidating Trust or the Liquidating Trust Beneficiaries, such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Trust Agreement. The Delaware Trustee shall have no liability for the acts or omissions of any Trustee. Any permissive rights of the Delaware Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and, with respect to any such permissive rights, the Delaware Trustee shall not be answerable for other than its wilful misconduct, bad faith, gross negligence or fraud. The Delaware Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request or direction of the Trustee or any other person pursuant to the provisions of this Trust Agreement unless the Trustee or such other person shall have offered to the Delaware Trustee security or indemnity (satisfactory to the Delaware Trustee in its discretion) against the

costs, expenses and liabilities that may be incurred by it in compliance with such request or direction. The Delaware Trustee shall be entitled to request and receive written instructions from the Trustee and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Delaware Trustee in accordance with the written direction of the Trustee. The Delaware Trustee may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties, not only as to due execution, validity and effectives, but also as to the truth and accuracy of any information contained therein. The Delaware Trustee may, at the expense of the Liquidating Trust, request, rely on and act in accordance with officer's certificates and/or opinions of counsel, and shall incur no liability and shall be fully protected in acting or refraining from acting in accordance with such officer's certificates and opinions of counsel.

(c) The Delaware Trustee shall serve until such time as the Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Trustee in accordance with the terms of Section 4.12(d) below. The Delaware Trustee may resign at any time upon the giving of at least sixty (60) days' advance written notice to the Trustee; provided that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Trustee in accordance with Section 4.12(d) below; provided further that if any amounts due and owing to the Delaware Trustee hereunder remain unpaid for more than ninety (90) days, the Delaware Trustee shall be entitled to resign immediately by giving written notice to the Trustee. If the Trustee does not act within such sixty (60) day period,

the Delaware Trustee, at the expense of the Liquidating Trust, may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction for the appointment of a successor Delaware Trustee.

(d) Upon the resignation or removal of the Delaware Trustee, the Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the outgoing Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the outgoing Delaware Trustee and the Trustee, and any fees and expenses due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Delaware Trustee under this Trust Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware Trustee shall be discharged of his or her duties and obligations under this Trust Agreement. The successor Delaware Trustee shall make any related filings required under the Act, including filing a Certificate of Amendment to the Certificate of Trust of the Liquidating Trust in accordance with Section 3810 of the Act.

(e) Notwithstanding anything herein to the contrary, any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

(f) The Delaware Trustee shall be entitled to compensation for its services as agreed pursuant to a separate fee agreement between the Liquidating Trust and the Delaware Trustee, which compensation shall be paid by the Liquidating Trust. Such compensation is intended for the Delaware Trustee's services as contemplated by this Trust Agreement. The terms of this paragraph shall survive termination of this Trust Agreement and/or the earlier resignation or removal of the Delaware Trustee.

(g) The Delaware Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document, other than this Trust Agreement, whether or not, an original or a copy of such agreement has been provided to the Delaware Trustee. The Delaware Trustee shall have no duty to know or inquire as to the performance or non-performance of any provision of any other agreement, instrument or document, other than this Trust Agreement. Neither the Delaware Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the Liquidating Trust, the Trustee or any other person, or any of their directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Delaware Trustee may assume performance by all such persons of their respective obligations. The Delaware Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other person. The Delaware Trustee shall have no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership or transferability of any Trust Asset, written instructions, or any other documents in connection therewith, and will not be regarded as making, nor be required to make, any representations thereto.

(h) The Delaware Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Trust Agreement arising out of, or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

(i) In no event shall the Delaware Trustee be responsible or liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Delaware Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

4.13 **Trust Meetings.**

(a) **Regular Meeting**. Unless otherwise agreed to by the TOC, The Trustee shall hold regular Liquidating Trust meetings with the TOC not less than quarterly, which may be held at such times and at such places (including remotely by phone or video conference) as may be determined from time to time by the Trustee, in consultation with the TOC. For the avoidance of doubt, the Delaware Trustee shall not be required or permitted to attend any meetings of the Trustee contemplated by this Section 4.13.

(b) **Special Meetings**. Special meetings of the Trustee may be called by the Trustee by giving written notice to the TOC not less than one (1) Business Day prior to the date of the

meeting. Any such notice shall include the time, place, and purpose of the meeting, given by overnight courier, personal delivery, facsimile, electronic mail or other similar means of communication. Notice shall be addressed or delivered to the address as shown upon the records of the Trust or as may have been given to the Trustee for purposes of notice. Notice by overnight courier shall be deemed to have been given one (1) Business Day after the time that written notice is provided to such overnight courier. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or actually transmitted by the person giving the notice by electronic means to the recipient.

(c) **Participation in Meetings by Telephone Conference**. The Trustee may convene, and persons may participate in, a meeting by conference telephone or similar communications equipment (which shall include virtual meetings via video conferencing software), as long as all persons participating in such meeting can hear one another. Participation in a meeting pursuant to this Section 4.13(c) shall constitute presence in person at such meeting.

(d) **Waiver of Notice**. Notice of a meeting need not be given to any person who signs a waiver of notice, whether before or after the meeting. All such waivers shall be filed with the Trust records or made a part of the minutes of the meeting. Attendance at a meeting shall constitute a waiver of notice of such meeting. Neither the business to be transacted at, nor the purpose of, any Trust meeting need be specified in any waiver of notice.

(e) **Adjournment**. A meeting may be adjourned by the Trustee to another time and place.

4.14 **Matters Requiring Consultation with TOC**

The Trustee shall consult with the TOC on any extraordinary circumstance which could have a material impact on the Liquidating Trust, including without limitation, entering into arrangements not specified in Section 2.1(c) with third parties that the Trustee may deem useful in carrying out the purposes of the Liquidating Trust, subject in all respects to such arrangements not conflicting with any other provision of this Trust Agreement or the Plan.

4.15 **Matters Requiring Consent of TOC**

The Trustee shall obtain the consent of the TOC, or, otherwise, Bankruptcy Court approval in the event of a dispute in accordance with Section 7.12 hereof, for the items listed below:

(a) Any proposed procedures to ensure that decisions are made consistent with the respective fiduciary duties owed to the Liquidating Trust and the Direct Claims Trust in the event of a conflict between the Liquidating Trust and the Direct Claims Trust with respect to litigation strategy, settlement or resource allocation;

(b) Settlement, abandonment, or dismissal of any Claim or Cause of Action asserted by the Liquidating Trust in an amount greater than $2,500,000;

(c) Settlement of (i) any disputed General Unsecured Claim against the Estates in an amount that is either greater than or reduces the face amount of such Claim by $5,000,000, or (ii) an asserted Administrative Claim or Priority Claim in an amount greater than $1,000,000 or outside the anticipated range provided by the Committee's financial advisor on the Effective Date, provided that the TOC has the power to increase but not reduce these requirements if they prove to be too low;

(d) Any Distribution on Claims other than those required on the Effective Date under claim settlements;

(e) Any proposed modification to the indemnification provisions of the Trust Agreement;

(f) Any proposed sale, transfer or exchange of Liquidating Trust Assets above $5,000,000 (any proposed sale of Liquidating Trust Assets below such amount shall not require TOC consent);

(g) Retention of litigation professionals to pursue Claims and Causes of Action on behalf of the Liquidating Trust, other than Liquidating Trust general/local counsel, and terms of such retention;

(h) To borrow such sums of money or enter into litigation funding agreements;

(i) Any proposed material modifications to the Trust Agreement; and

(j) Any proposed modification to the compensation of the Trustee other than routine hourly rate increases.

The consent of the TOC shall not be unreasonably withheld, conditioned, or delayed.

4.16 **Trustee's and TOC's Employment of Professionals.**

(a) Subject to the limitations set forth in Section 4.15 of this Agreement, the Trustee may, but is not required to, retain and/or consult accountants, appraisers, auditors, forecasters, experts, financial and investment advisors, and such other parties (the "**Trustee Professionals**")

deemed appropriate by the Trustee to assist in matters for the Liquidating Trust within the Trustee's purview.

(b) The TOC may, but is not required to, retain and/or consult, legal counsel and such other parties deemed appropriate by the TOC to assist in matters within the TOC's purview (the "**TOC Professionals,**" and with Trustee Professionals, the "**Liquidating Trust Professionals**") where such retention of separate professionals (other than existing Trust professionals) is necessary to discharge the TOC's duties, provided that no TOC Professionals may be retained to act on behalf of any holder of an Allowed General Unsecured Claim. The fees of such counsel, if retained, shall be reasonable and shall not exceed $15,000 on a monthly basis in the absence of a dispute.

(c) Prior to payment of any fees of a professional retained by the Truste or the TOC, the professional shall circulate a monthly fee statement detailing the compensation sought, including time records with a description of the tasks performed, and expenses incurred for which reimbursement is sought to the Trustee and the TOC. The Trustee and the TOC shall have 10 days to review and dispute such monthly fee statements, and following such review the Trustee is authorized to pay any undisputed portion of such fee statements. If any amount is disputed and cannot be resolved consensually, the Bankruptcy Court shall resolve the disputed fees on motion by the professional, the Trustee, or the TOC.

ARTICLE V

TAX MATTERS

5.1 Treatment of Settlement Consideration Transfer

For all United States federal income tax purposes, all Parties shall treat the transfer of the Liquidating Trust Assets to the Liquidating Trust as (i) a transfer of the Liquidating Trust Assets (subject to any obligations related to those assets) directly to the Liquidating Trust Beneficiaries, followed by (ii) the transfer by such Liquidating Trust Beneficiaries of such Liquidating Trust Assets to the Liquidating Trust in exchange for Liquidating Trust Interests (other than the Trust Assets held as a "disputed ownership fund" within the meaning of Section 1.468B-9 of the Treasury Regulations, if any ("**Disputed Ownership Fund**")). Accordingly, the Liquidating Trust Beneficiaries shall be treated for United States federal income tax purposes (and, to the extent permitted, for state and local income tax purposes) as the grantors and owners of their respective shares of the Liquidating Trust Assets (other than the Trust Assets allocable to the Disputed Ownership Fund, if any).

5.2 Income Tax Status

(a) For United States federal income tax purposes (and for purposes of all state, local and other jurisdictions to the extent applicable) and other than as provided pursuant to Section 5.3(c), this Liquidating Trust shall be treated as a liquidating trust pursuant to Section 301.7701-4(d) of the Treasury Regulations and as a grantor trust pursuant to Sections 671-679 of the IRC. To the extent consistent with Revenue Procedure 94-45 and not otherwise inconsistent with this

Trust Agreement, this Trust Agreement shall be construed so as to satisfy the requirements for liquidating trust status.

(b) The Liquidating Trust shall at all times to be administered so as to constitute a domestic trust for United States federal income tax purposes.

5.3 **Tax Returns**

(a) In accordance with Section 6012 of the IRC and Section 1.671-4(a) of the Treasury Regulations, the Trustee shall file with the IRS annual tax returns for the Liquidating Trust on Form 1041 as a grantor trust pursuant to Section 1.671-4(a) of the Treasury Regulations. In addition, the Trustee shall file in a timely manner for the Liquidating Trust such other tax returns, including any state and local tax returns, as are required by applicable law and pay any taxes shown as due thereon. Allocations of Liquidating Trust taxable income among the holders of Liquidating Trust Interests (other than taxable income allocable to, or retained on account of, a disputed claims reserve or disputed ownership fund) shall be determined by reference to the manner in which an amount of cash representing such taxable income would be distributed (were such cash permitted to be distributed at such time) if, immediately prior to such deemed distribution, the Liquidating Trust had distributed all of its assets (valued at their tax book values, and other than assets allocable to any disputed claims reserve) to the holders of the Liquidating Trust Interests, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Liquidating Trust. Similarly, taxable loss of the Liquidating Trust will be allocated by reference to the manner in which an economic loss would be borne immediately after a hypothetical liquidation distribution of the remaining Liquidating Trust Assets. The tax book value of the Liquidating Trust Assets for this purpose shall equal their fair market value on the Effective Date,

or, if later, the date such assets were acquired by the Liquidating Trust, adjusted in accordance with tax accounting principles prescribed by the IRC, applicable Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements. Notwithstanding anything to the contrary in this Section 5.3(a), the Trustee shall be entitled to make such adjustments to allocations of Liquidating Trust taxable income and taxable loss as it believes would be fair and equitable to reflect the sharing of economics among the holders of Liquidating Trust Interests.

(b) The Liquidating Trust shall be responsible for payment, from the Liquidating Trust Assets, of any taxes imposed on the Liquidating Trust (including any taxes imposed on the Disputed Ownership Fund) or the Liquidating Trust Assets. In accordance therewith, any taxes imposed on the Disputed Ownership Fund or its assets will be paid from the Liquidating Trust Assets.

(c) The Trustee may timely elect to treat any Liquidating Trust Assets allocable to Disputed General Unsecured Claims to a Disputed Ownership Fund, and to the extent permitted by applicable law, shall report consistently for state and local income tax purposes. If a Disputed Ownership Fund election is made, all parties (including the Trustee and the holders of Liquidating Trust Interests) shall report for U.S. federal, state and local income tax purposes consistently with the foregoing. The Liquidating Trust shall file all income tax returns with respect to any income attributable to the Disputed Ownership Fund and shall pay from the Liquidating Trust Assets all U.S. federal, state and local income taxes attributable to such Disputed Ownership Fund based on the items of income, deduction, credit, or loss allocable thereto.

5.4 **Withholding of Taxes and Reporting Related to Liquidating Trust Operations**

The Liquidating Trust shall comply with all withholding, deduction and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all distributions made by the Liquidating Trust shall be subject to any applicable withholding, deduction and reporting requirements. The Trustee shall be authorized to take any and all actions that may be necessary or appropriate to comply with any such withholding, deduction, payment, and reporting requirements. All amounts properly withheld or deducted from distributions to a Liquidating Trust Beneficiary as required by applicable law and paid over to the applicable taxing authority for the account of such Liquidating Trust Beneficiary shall be treated as part of the Liquidating Trust Distribution to such Liquidating Trust Beneficiary. To the extent that the operation of the Liquidating Trust or the liquidation of the Liquidating Trust Assets creates a tax liability imposed on the Liquidating Trust, the Liquidating Trust shall timely pay such tax liability and any such payment shall be considered a cost and expense of the operation of the Liquidating Trust payable without Bankruptcy Court order. Any federal, state or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from distributions hereunder. All Liquidating Trust Beneficiaries shall be required to provide any information necessary to effect the withholding and reporting of such taxes. The Trustee may require each Liquidating Trust Beneficiary to furnish to the Liquidating Trust (or its designee) its social security number or employer or taxpayer identification number as assigned by the IRS and complete any related documentation (including but not limited to a Form W-8BEN, Form W-8BENE-E, or Form W-9) (the "**Tax Documents**"). The Trustee may condition any and all distributions to any Liquidating Trust Beneficiary upon the timely receipt of properly executed Tax Documents and receipt of such other documents as the Trustee reasonably requests, and in accordance with the Plan.

5.5 **Valuation**

Within 180 days after the Effective Date, the Trustee shall make a good faith valuation of the Liquidating Trust Assets. Such valuation shall be made available from time to time, to the extent relevant, and used consistently by all parties for all United States federal income tax purposes. The Trustee also shall file (or cause to be filed) any other statements, returns or disclosures relating to the Liquidating Trust that are required by any governmental unit.

5.6 **Expedited Determination of Taxes**

The Trustee may request an expedited determination of taxes of the Liquidating Trust, under Section 505 of the Bankruptcy Code for all returns filed for, or on behalf of, the Liquidating Trust for all taxable periods through the termination of the Liquidating Trust.

5.7 **WARN Act Claim Reserve**

The Trustee shall deposit into the WARN Act Claim Reserve an aggregate amount of $500,000 on the Effective Date, which shall be distributed to the WARN Act Class Representative for the benefit of members of the class; and following the transfer of the Liquidating Trust Assets to the Liquidating Trust, the WARN Act Class Representative shall be entitled to recover against the Liquidating Trust, for the benefit of members of the class, $3,000,000.00 in net recoveries subject to the distribution procedures set forth in the Plan, Plan Supplement, and the settlement agreement resolving the WARN Action, as applicable.

The WARN Act Claim Reserve is intended to qualify as a "qualified settlement fund" within the meaning of Section 1.468B-1 of the U.S. Treasury Regulations (the "**QSF Regulations**"). The Trustee shall be the "administrator" of the Trust within the meaning of

Section 1.468B-2(k)(3) of the Treasury Regulations and, in such capacity, such administrator shall (i) prepare and timely file, or cause to be prepared and timely filed, such income tax and other tax returns and statements required to be filed and shall timely pay all taxes required to be paid by the WARN Act Claim Reserve solely out of the assets held in the WARN Act Claim Reserve, which assets may be sold by the Trustee to the extent necessary to satisfy such tax liabilities, (ii) comply with all applicable tax reporting and withholding obligations, (iii) satisfy all requirements necessary to qualify and maintain qualification of Trust as a qualified settlement fund, within the meaning of the QSF Regulations, and (iv) take no action that could cause the Trust to fail to qualify as a qualified settlement fund within the meaning of the QSF Regulations.

The Trustee shall be authorized to take any and all actions that may be necessary or appropriate to comply with any applicable tax withholding, deduction, payment, and reporting requirements. All amounts properly withheld or deducted from distributions made out of the WARN Act Claim Reserve and paid over to the applicable taxing authority for the account of a holder of an Allowed WARN Act Claim shall be treated as part of the Distribution to such holder. Any federal, state or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from distributions hereunder. All holders of Allowed WARN Act Claims shall be required to provide any information necessary to effect the withholding and reporting of such taxes, including but not limited to any Tax Documents. The Trustee may condition any and all distributions to any holder of an Allowed WARN Act Claim upon the timely receipt of properly executed Tax Documents and receipt of such other documents as the Trustee reasonably requests, and in accordance with the Plan.

If the Trustee determines it would be cost effective to retain the services of a third-party administrator to administer the distributions to the holders of Allowed WARN Act Claims, then, in consultation with the counsel for such holders, the Trustee may retain the services of a settlement administrator (the "**Settlement Administrator**"). The Settlement Administrator shall be responsible for handling class noticing and all aspects of the administration of the distribution of the WARN Act Claim Reserve and any other amounts distributable to the holders of WARN Act Claims pursuant to the Plan, including, but not limited to: (a) the formation of a qualified settlement fund as authorized by Treasury Regulation 1.486B-1(c) to accept, distribute, and otherwise administer the WARN Act Claim Reserve; (b) the preparation and mailing of settlement checks to each Class member; (c) the preparation and mailing of all W-2 and 1099 Forms and the compliance with any tax withholding obligations imposed by applicable law with respect to distributions to Class Members; (d) the processing of returned settlement checks as undeliverable, including re-mailing to forwarding addresses and tracing of current addresses; and (e) any other duties of the WARN Act Claims Administrator as set forth in the Plan.

ARTICLE VI

LIQUIDATING TRUST OVERSIGHT COMMITTEE

6.1 Members; Action by Members.

The TOC shall be composed of five (5) members appointed to represent the interests of holders of Allowed General Unsecured Claims. The initial TOC members shall be the following: ACE Engineering & Co., Ltd., Celestica LLC, Contemporary Amperex Technology Co., Limited, JMS Wind Energy, LLC and GreEnergy Resources LLC. Except as otherwise set forth in the Governing Documents, the TOC shall act by majority vote of TOC members then serving,

provided, however, the TOC may continue to act in the event of one or more vacancies on the TOC, in which case majority vote of the TOC members then serving shall be required for action by the TOC.

6.2 **Duties.**

The members of the TOC shall serve in a fiduciary capacity representing holders of Allowed General Unsecured Claims. The TOC shall not have any fiduciary duties or responsibilities to any party other than Liquidating Trust Beneficiaries. Except for the duties and obligations expressed in this Trust Agreement, there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the TOC. To the extent that, at law or in equity, the TOC has duties (including fiduciary duties) and liabilities relating thereto to the Liquidating Trust, the other parties hereto, or any Liquidating Trust Beneficiaries, such duties and liabilities are replaced by the duties and liabilities of the TOC expressly set forth in this Trust Agreement.

6.3 **TOC Information Rights; Reports**

(a) The TOC shall have reasonable access to the Liquidating Trust's consultants and other advisors retained by the Liquidating Trust and its staff (if any), and information available to the Trustee, which access shall be made available as determined by the Trustee in his or her discretion.

(b) The TOC shall receive monthly reports concerning professional fees charged and annual reports on the Liquidating Trust's budget. Any disputes concerning same shall be brought before the Bankruptcy Court.

6.4 **[Reserved.]**

6.5 **Term of Office.**

(a) Each member of the TOC shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 6.5(b) below, (iii) his or her removal pursuant to Section 6.5(c) below, and (iv) the termination of the Trust pursuant to Section 7.2 below.

(b) A member of the TOC may resign at any time by written notice to the other members of the TOC and the Trustee. Such notice shall specify a date when such resignation shall take effect, which shall not be less than thirty (30) days after the date such notice is given, where practicable.

(c) A member of the TOC may be removed in the event that he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, or for other good cause, provided the member of the TOC has received reasonable notice and an opportunity to be heard. Other good cause shall mean, without limitation, fraud, self-dealing, intentional misrepresentation, wilful misconduct, indictment for or conviction of a felony in each case whether or not connected to the Liquidating Trust or a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member hereunder, such as repeated non-attendance at scheduled meetings. Such removal shall require the majority vote of the other members of the TOC and such removal shall take effect only upon the approval of the Bankruptcy Court.

6.6 **Appointment of Successor.**

(a) In the event of a TOC member vacancy, the remaining TOC members shall propose an individual as successor, subject to the approval of the Trustee, which approval may not be unreasonably withheld. In the event a successor TOC member is not appointed within sixty (60) days following the occurrence of such vacancy, the Bankruptcy Court may appoint a successor TOC member upon motion of the Trustee.

(b) Each successor member of the TOC shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 6.5(b) above, (iii) his or her removal pursuant to Section 6.5(c) above, and (iv) the termination of the Trust pursuant to Section 7.2 below.

(c) No successor TOC member shall be liable personally for any act or omission of his or her predecessor TOC member. No successor TOC member shall have any duty to investigate the acts or omissions of his or her predecessor TOC member. No TOC member shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

6.7 **Compensation and Expenses of the TOC.**

The members of the TOC shall not be entitled to compensation for their services but shall be reimbursed promptly for all reasonable and documented ordinary and customary out-of-pocket costs and expenses incurred in connection with the performance of their duties hereunder (which, for the avoidance of doubt, will not include professionals retained by an individual member of the TOC to advise such member). The Trust shall include a description of the amounts paid under this

Section 6.7 in the Annual Report to be filed with the Bankruptcy Court and posted on the Trust's Website.

6.8 **Procedures for Consultation with and Obtaining the Consent of the TOC.**

(a) Consultation Process.

(i) In the event the Trustee is required to consult with the TOC pursuant to Section 4.14 above, the Trustee shall provide the TOC with written advance notice of the matter under consideration, to the extent practicable, and with all relevant information and documents concerning the matter as is reasonably practicable under the circumstances. The Trustee shall also provide the TOC with such reasonable access to the consultants and other advisors retained by the Liquidating Trust and its staff (if any) as the TOC may reasonably request during the time that the Trustee is considering such matter, and shall also provide the TOC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Trustee, to the extent practicable.

(ii) In determining when to take definitive action on any matter subject to the consultation procedures set forth in this Section 6.8(a), the Trustee shall take into consideration the time required for the TOC to meet and consult as to such matter. In any event, the Trustee shall not take definitive action on any such matter until at least five (5) Business Days after providing the TOC with the initial written notice that such matter is under consideration by the Trustee, unless such time period is waived in writing by the TOC or at a meeting where the TOC and Trustee are present, or the Trustee determines in his reasonable discretion that definitive action is required earlier. Notwithstanding the

foregoing, the TOC shall have the authority to waive the consultation procedure or any component thereof set forth in this Section 6.8(a).

(b) Consent Process.

(i) In the event the Trustee is required to obtain the consent of the TOC pursuant to the Governing Documents or Section 4.15 hereof, the Trustee shall provide the TOC with a written notice stating that its consent is being sought, describing in detail the nature and scope of the action the Trustee proposes to take, and explaining in detail the reasons why the Trustee desires to take such action. The Trustee shall provide the TOC as much relevant additional information concerning the proposed action as is requested by the TOC and as is reasonably practicable under the circumstances. The Trustee shall also provide the TOC with such reasonable access to the Liquidating Trust consultants and other advisors retained by the Liquidating Trust and its staff (if any) as the TOC may reasonably request during the time that the Trustee is considering such action, and shall also provide the TOC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the Trustee.

(ii) For matters requiring the consent of the TOC:

(A) The TOC must consider in good faith and in a timely fashion any request for its consent by the Trustee, and must in any event advise the Trustee, in writing, of its consent or its objection to the proposed action within five (5) Business Days of receiving the original request for consent from the Trustee, unless the Trustee extends the time for such response. The TOC may not withhold its consent unreasonably. If the TOC decides to withhold its consent, it must explain in detail

its objections to the proposed action. If the TOC does not advise the Trustee, in writing, of its consent or its objections to the action within five (5) Business Days of receiving notice regarding such request (or within such additional time as may be granted by the Trustee in his or her discretion), the TOC's consent to the proposed actions shall be deemed to have been affirmatively granted.

(B) If, after following the procedures specified in this Section 6.8(b), the TOC continues to object to the proposed action and to withhold its consent to the proposed action, the Trustee and the TOC shall resolve their dispute pursuant to Section 7.12 below, provided, however in that event the TOC shall have the burden of proof to show the validity of the TOC's objection.

(c) Disputes. Any disputes between the TOC and the Trustee shall be resolved by the Bankruptcy Court.

ARTICLE VII

GENERAL PROVISIONS

7.1 **Irrevocability**

To the fullest extent permitted by applicable law, the Liquidating Trust is irrevocable.

7.2 **Term; Termination**

(a) The term for which the Liquidating Trust is to exist shall commence on the date of the filing of the Certificate of Trust and shall terminate pursuant to the provisions of this Section 7.2.

(b) The Trustee shall make continuing efforts to monetize any non-liquid Liquidating Trust Assets.

(c) The Trustee and the Liquidating Trust shall be discharged or dissolved, as the case may be, at such time as (a) the Trustee determines that there is no longer a need to initiate actions to resolve any remaining issues regarding the allowance and payment of Claims, or (b) all distributions of Cash and other Liquidating Trust Assets required to be made by the Trustee under the Plan and this Trust Agreement have been made in accordance with provisions of the Plan and this Trust Agreement, provided, however, that in no event shall the Liquidating Trust be dissolved later than five (5) years from the Effective Date unless the Bankruptcy Court, upon motion made by a party in interest within the six (6) month period prior to such fifth (5th) anniversary (and, in the event of further extension, at least six (6) months prior to the end of any extension period), determines that a fixed period extension is necessary to facilitate or complete the recovery on and liquidation of the Liquidating Trust Assets (the "**Dissolution Date**").

(d) On the Dissolution Date or as soon as reasonably practicable thereafter, after the wind-up of the affairs of the Liquidating Trust by the Trustee and payment of all of the liabilities have been provided for as required by applicable law including Section 3808 of the Act, all monies

remaining in the Liquidating Trust shall be distributed or disbursed in accordance with Section 3.4 and Section 5.3(c) above.

(e) Following the dissolution and distribution of the assets of the Liquidating Trust, the Liquidating Trust shall terminate, and the Trustee shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the Liquidating Trust to be filed in accordance with the Act. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the Liquidating Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation. A certified copy of the Certificate of Cancellation shall be given to the Delaware Trustee for its records promptly following such filing.

7.3 **Amendments**

Any amendment to or modification of this Trust Agreement may be made in writing and only with the consent of the Trustee, the TOC (which consent in each case shall not be unreasonably withheld, conditioned or delayed) and subject to the approval of the Bankruptcy Court; provided, however, the Trustee may amend this Trust Agreement from time to time without the consent, approval or other authorization of, but with notice to, the Bankruptcy Court, to make: (i) minor modifications or clarifying amendments necessary to enable the Trustee to effectuate the provisions of this Trust Agreement; or (ii) modifications to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, statute, ruling or regulation of any federal, state or foreign governmental entity. Notwithstanding the foregoing, no amendment or modification of this Trust Agreement shall modify this Trust Agreement in a manner that is inconsistent with the Plan or the Confirmation Order other than to make minor modifications or clarifying amendments as necessary to enable the Trustee to effectuate the provisions of this Trust

Agreement. Notwithstanding the foregoing, neither this Trust Agreement, nor any Exhibit to this Trust Agreement, shall be modified or amended in any way that could jeopardize, impair, or modify the Liquidating Trust's "liquidating trust" status. Any amendment affecting the rights, duties, immunities or liabilities of the Delaware Trustee shall require the Delaware Trustee's written consent. Notwithstanding any other provision of this Trust Agreement, no material modifications may be made to this Section 7.3 of this Trust Agreement without the consent of the Trustee, the unanimous consent of the TOC, and subject to the approval of the Bankruptcy Court.

7.4 **Severability**

Should any provision in this Trust Agreement be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Trust Agreement.

7.5 **Notices**

(a) Notices to Liquidating Trust Beneficiaries shall be given in accordance with such person's claims form submitted to the Liquidating Trust.

(b) Any notices or other communications required or permitted hereunder to the following Parties shall be in writing and delivered to the addresses or e-mail addresses designated below, or to such other addresses or e-mail addresses as may hereafter be furnished in writing to each of the other Parties listed below in compliance with the terms hereof.

To the Liquidating Trust:

[_____]

With a copy (which shall not constitute notice) to:

[_____]

To the Delaware Trustee:

[_____]

With a copy (which shall not constitute notice) to:

[_____]

To the TOC:

ACE Engineering & Co., Ltd.

[_____]

Celestica LLC

[_____]

Contemporary Amperex Technology Co., Limited

[_____]

JMS Wind Energy, LLC

[_____]

GreEnergy Resources LLC

[_____]

(c) All such notices and communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses.

7.6 **Successors and Assigns**

The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Liquidating Trust, the Delaware Trustee, the Trustee, the TOC and their respective successors and assigns, except that neither the Liquidating Trust, the Delaware Trustee, nor the Trustee, may assign or otherwise transfer any of their rights or obligations, if any, under this Trust Agreement except in the case of the Delaware Trustee in accordance with Section 4.12 (d), and in the case of the Trustee in accordance with Section 4.2(d) above.

7.7 **Limitation on Liquidating Trust Interests for Securities Laws Purposes**

Liquidating Trust Interest (a) shall not be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will, under the laws of descent and distribution or otherwise by operation of law; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest.

7.8 **Exemption from Registration**

The Parties hereto intend that the interests of the Liquidating Trust Beneficiaries under this Trust Agreement shall not be "securities" under applicable laws, but none of the Parties hereto represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If it should be determined that any such interests constitute "securities," the Parties hereto intend that the exemption provisions of Section 1145 of the Bankruptcy Code will be satisfied and the offer and sale under the Plan of the Liquidating Trust Interests will be exempt from registration under the Securities Act, all rules and regulations promulgated thereunder, and all applicable state and local securities laws and regulations.

7.9 **Entire Agreement; No Waiver**

The entire agreement of the Parties relating to the subject matter of this Trust Agreement is contained herein, and in the documents referred to herein (including the Plan), and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof or of any other right, power, or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

7.10 **Headings**

The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

7.11 **Governing Law**

The validity and construction of this Trust Agreement and all amendments hereto and thereto shall be governed by the laws of the State of Delaware, and the rights of all Parties hereto and the effect of every provision hereof shall be subject to and construed according to the laws of the State of Delaware without regard to the conflicts of law provisions thereof that would purport to apply the law of any other jurisdiction; provided, however, that the Parties hereto intend that the provisions hereof shall control and there shall not be applicable to the Liquidating Trust, the Trustee, the Delaware Trustee, or this Trust Agreement, any provision of the laws (statutory or common) of the State of Delaware pertaining to trusts that relate to or regulate in a manner inconsistent with the terms hereof: (a) the filing with any court or governmental body or agency of Trustee accounts or schedules of Trustee fees and charges; (b) affirmative requirements to post bonds for the Trustee, officers, agents, or employees of a trust; (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of real or personal property; (d) fees or other sums payable to the Trustee, officers, agents, or employees of a trust; (e) the allocation of receipts and expenditures to income or principal; (f) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage, or other manner of holding of trust assets; (g) the existence of rights or interests (beneficial or otherwise) in trust assets; (h) the ability of beneficial

owners or other persons to terminate or dissolve a trust; or (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of the Trustee or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustee, the TOC or the Delaware Trustee set forth or referenced in this Trust Agreement. Section 3540 of the Act shall not apply to the Liquidating Trust.

7.12 **Dispute Resolution**

(a) Unless otherwise expressly provided for herein, the dispute resolution procedures of this Section 7.12 shall be the exclusive mechanism to resolve any dispute arising under or with respect to this Trust Agreement. For the avoidance of doubt, this Section 7.12 shall not apply to the Delaware Trustee in any respect.

(b) **Informal Dispute Resolution**. Any dispute under this Trust Agreement shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when a disputing party sends to the counterparty or counterparties a written notice of dispute ("**Notice of Dispute**"). Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed thirty (30) days from the date the Notice of Dispute is received by the counterparty or counterparties, unless that period is modified by written agreement of the disputing party and counterparty or counterparties. If the disputing party and the counterparty or counterparties cannot resolve the dispute by informal negotiations, then the disputing party may invoke the formal dispute resolution procedures as set forth below.

(c) **Formal Dispute Resolution**. The disputing party shall invoke formal dispute resolution procedures, within the time period provided in the preceding subparagraph, by serving

on the counterparty or counterparties a written statement of position regarding the matter in dispute ("**Statement of Position**"). The Statement of Position shall include, but need not be limited to, any factual data, analysis or opinion supporting the disputing party's position and any supporting documentation and legal authorities relied upon by the disputing party. Each counterparty shall serve its Statement of Position within thirty (30) days of receipt of the disputing party's Statement of Position, which shall also include, but need not be limited to, any factual data, analysis or opinion supporting the counterparty's position and any supporting documentation and legal authorities relied upon by the counterparty. If the disputing party and the counterparty or counterparties are unable to consensually resolve the dispute within thirty (30) days after the last of all counterparties have served its Statement of Position on the disputing party, the disputing party may file with the Bankruptcy Court a motion for judicial review of the dispute in accordance with Section 7.12(d) below.

(d) **Judicial Review**. The disputing party may seek judicial review of the dispute by filing with the Bankruptcy Court (or, if the Bankruptcy Court shall not have jurisdiction over such dispute, such court as has jurisdiction pursuant to Section 1.4 above) and serving on the counterparty or counterparties and the Trustee, a motion requesting judicial resolution of the dispute. The motion must be filed within forty-five (45) days of receipt of the last counterparty's Statement of Position pursuant to the preceding subparagraph. The motion shall contain a written statement of the disputing party's position on the matter in dispute, including any supporting factual data, analysis, opinion, documentation and legal authorities, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly administration of the Liquidating Trust. Each counterparty shall respond to the motion within the time period

allowed by the rules of the court, and the disputing party may file a reply memorandum, to the extent permitted by the rules of the court.

(e) Notwithstanding anything to the contrary in this Trust Agreement, the Liquidating Trust shall bear the reasonable costs and expenses of the TOC in connection with any material dispute that arises under this Trust Agreement.

7.13 **Waiver of Conflicts**

To the extent that the Trustee or the TOC seek to retain any Liquidating Trust Professionals, the Parties agree to waive any conflict of interest claims against such professionals related to such professionals' prior representation of the Committee or any individual member of the Committee during the Debtors' Chapter 11 Cases.

7.14 **Effectiveness**

This Trust Agreement shall become effective on the Effective Date.

7.15 **Counterpart Signatures**

This Trust Agreement may be executed in any number of counterparts and by different Parties on separate counterparts (including by PDF transmitted by e-mail), and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

7.16 **Waiver of Trial by Jury**

Each of the parties hereto hereby waives the right to trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Trust Agreement.

IN WITNESS WHEREOF, the Parties have executed this Trust Agreement this ____ day of _____, 2025.

TRUSTEE

_____

Brian F. Gleason

DELAWARE TRUSTEE

[_____]

By:_____

Name:

Title:

TOC MEMBER

By:_____

TOC MEMBER

By:_____

TOC MEMBER

By:_____

TOC MEMBER

By:_____

TOC MEMBER

By:_____

EXHIBIT 1

DEBTORS WIND-DOWN ADMINISTRATION The individual designated as the Trustee under this Trust Agreement shall also perform duties related to the Wind-Down of the Debtors, in his or her capacity as a Wind-Down Officer. The Wind-Down Officer shall be named as an insured in connection with his or her role as Wind-Down Officer during the wind down period of the Debtors' Estate or until the termination of the Debtors' corporate or other existence, with such insurance to provide a tail period thereafter for the Wind-Down Officer.

A. **Administration of the Wind-Down**. Post-Effective Date the Trustee, in his or her capacity as Wind-Down Officer, shall administer the responsibilities of the Debtors, including, but not limited to:

i. effectuating the process to wind down, dissolve and liquidate the Estates and distribute any remaining assets in accordance with the Plan, including taking any steps to dissolve, liquidate, bankrupt or take other similar action with respect to the Debtors and any direct or indirect subsidiary of a Debtor, if and to the extent necessary, including by terminating the corporate or organizational existence of the Debtors and each such subsidiary;

ii. implementing, enforcing, complying with and effectuating, as applicable, all provisions of the Plan and the obligations under the Plan;

iii. preparing and filing appropriate tax returns and other reports on behalf of the Debtors and paying taxes or other obligations owed by the Debtors;

iv. entering into and consummating any transactions for the purpose of dissolving the Debtors;

v. winding down the affairs of the Debtors, if and to the extent necessary, including establishing any administrative reserves necessary, and taking any steps to dissolve, liquidate, bankrupt, or take other similar action with respect to the Debtors, including by terminating the corporate or organizational existence of the Debtors;

vi. taking such actions as are necessary or appropriate to close the Debtors' Chapter 11 Cases;

vii. maintaining the books and records and accounts of the Debtors and resolving issues pertaining to the retention or disposal of the books and records of the Debtors;

viii. providing periodic reports and updates to the Liquidating Trust, no less than quarterly, regarding the status of the administration of the Wind-Down of the Debtors;

ix. to the extent not made on or prior to the Effective Date, making distributions on behalf of the Debtors, including through the disbursing agents, to all parties that are entitled to distributions pursuant to the Plan from funds of the Debtors, including to the Liquidating Trust and/or the Direct Claims Trust as set forth in the Plan; and

x. paying the expenses of the Wind-Down from the Debtors' assets, including insurance for the Wind-Down Officer.

B. **Books and Records of Wind-Down**. The Trustee, in his or her capacity as Wind-Down Officer, shall maintain, in respect of the Wind-Down of the Debtors' Estates, all books and records of the Debtors, in such detail and for such period of time as may be necessary to enable it to make full and proper reports in respect thereof.

C. **Tax Reporting and Payments for Wind-Down**. The Trustee, in his or her capacity as Wind-Down Officer, may request an expedited determination of taxes of the Debtors, under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the Debtors for all taxable periods through dissolution.

D. **Wind-Down Fees**. The Trustee, in his or her capacity as Wind-Down Officer, shall be entitled to charge his or her standard hourly rates for time spent performing duties related to the Wind-Down of the Debtors. Fees charged for time spent performing duties related to the Wind-Down of the Debtors shall be paid in addition to fees charged for time spent performing duties related to the Liquidating Trust.

EXHIBIT 2

CERTIFICATE OF TRUST OF THE

POWIN LIQUIDATING TRUST

This Certificate of Trust of the POWIN LIQUIDATING TRUST (the "*Trust*") is being duly executed and filed by the undersigned Trustees of the Trust, to form a statutory trust under the Delaware Statutory Trust Act (12 Del. Code § 3801 *et seq.*) (the "*Act*").

Name. The name of the statutory trust formed hereby is:

POWIN LIQUIDATING TRUST

Delaware Trustee. The name and business address of the Delaware Trustee of the Trust in the State of Delaware is:

[•]

Effective Date. This Certificate of Trust shall be effective on _____ ___, 2025.

IN WITNESS WHEREOF, the undersigned, being all of the trustees of the Trust, have duly executed this Certificate of Trust in accordance with Section 3811(a) of the Act.

TRUSTEE:

[•], not in its individual capacity, but solely as
Delaware Trustee

By: _____

_____

[_____], in his capacity as a trustee and not individually.

Name:
Title:

EXHIBIT 3

INVESTMENT GUIDELINES

Consistent with the provisions of Rev. Proc. 94-45 and notwithstanding any other provision of the Trust Agreement, the investment powers of the Trustee, other than those reasonably necessary to maintain the value of the assets and to further the liquidating purpose of the trust, must be limited to powers to invest in demand and time deposits, such as short-term certificates of deposit, in banks or other savings institutions, or other temporary, liquid investments, such as Treasury bills.

Exhibit 18

(Revised Version of the Notice of Settlement of WARN Claims - Exh. B)

Exhibit B

(Revised Notice of Settlement of WARN Claims)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
Powin, LLC, *et al*.,[1]	Case No. 25-16137 (MBK)
Debtors.	(Jointly Administered)

NOTICE OF SETTLEMENT OF WARN CLAIMS

The Debtors[2] submit this *Notice of Settlement of WARN Claims* regarding the following claims and causes of action:

I. WARN Claims.

As described in the Plan, the Debtors face potential liability related to asserted violations of the WARN Act. The Plan contemplates a settlement of the WARN Act Claims to be memorialized in the Plan Supplement. The Debtors and the putative WARN Act class representative[3] have agreed to settle the WARN Act Claims, subject to Bankruptcy Court approval, as follows:

- Brian Palomino shall serve as the designated class representative of the Allowed WARN Act Claims (the "WARN Act Class Representative");

---

[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 [15241]; (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]; (xii) Powin Canada B.C. Ltd. [2239]; and (xiii) Powin EKS SellCo, LLC [9110]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the *Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof and the Official Committee of Unsecured Creditors* [Docket No. 914] (the "Plan").

[3] *See* Adv. No. 25-01249 and related Claim No. 1, Luis Santiago on Behalf of Himself and All Others.

- The Trustee shall deposit into the WARN Act Claim Reserve an aggregate amount of $500,000.00 on the Effective Date, which shall be distributed to the WARN Act Class Representative for the benefit of members of the class; and
- Following the transfer of the Liquidating Trust Assets to the Liquidating Trust, the WARN Act Class Representative shall be entitled to recover against the Liquidating Trust, for the benefit of members of the class, $3,000,000.00 in net recoveries subject to the distribution procedures set forth in the Plan, Plan Supplement, and the settlement agreement resolving the WARN Action, as applicable.

Exhibit 19

(Redline of Liquidation Trust Agreement - Exh. C)

Exhibit C

(Redline - Revised Liquidating Trust Agreement)

by the IRS and complete any related documentation (including but not limited to a Form W-8BEN, Form W-8BENE-E, or Form W-9) (the "**Tax Documents**"). The Trustee may condition any and all distributions to any Liquidating Trust Beneficiary upon the timely receipt of properly executed Tax Documents and receipt of such other documents as the Trustee reasonably requests, and in accordance with the Plan.

5.5 **Valuation**

Within 180 days after the Effective Date, the Trustee shall make a good faith valuation of the Liquidating Trust Assets. Such valuation shall be made available from time to time, to the extent relevant, and used consistently by all parties for all United States federal income tax purposes. The Trustee also shall file (or cause to be filed) any other statements, returns or disclosures relating to the Liquidating Trust that are required by any governmental unit.

5.6 **Expedited Determination of Taxes**

The Trustee may request an expedited determination of taxes of the Liquidating Trust, under Section 505 of the Bankruptcy Code for all returns filed for, or on behalf of, the Liquidating Trust for all taxable periods through the termination of the Liquidating Trust.

5.7 **WARN Act Claim Reserve**

The Trustee shall deposit into the WARN Act Claim Reserve an aggregate amount of $500,000 ~~in net recoveries from the liquidation and monetization of the Liquidating Trust Assets. Such deposit~~on the Effective Date, which shall be distributed to the ~~class representative~~WARN Act Class Representative for the benefit of members of the class ~~as~~

~~described in the Plan Supplement following the Effective Date on the occurrence of certain milestone events disclosed in the Plan Supplement until the WARN Act Claims are satisfied in full.~~; and following the transfer of the Liquidating Trust Assets to the Liquidating Trust, the WARN Act Class Representative shall be entitled to recover against the Liquidating Trust, for the benefit of members of the class, $3,000,000.00 in net recoveries subject to the distribution procedures set forth in the Plan, Plan Supplement, and the settlement agreement resolving the WARN Action, as applicable.

The WARN Act Claim Reserve is intended to qualify as a "qualified settlement fund" within the meaning of Section 1.468B-1 of the U.S. Treasury Regulations (the "**QSF Regulations**"). The Trustee shall be the "administrator" of the Trust within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations and, in such capacity, such administrator shall (i) prepare and timely file, or cause to be prepared and timely filed, such income tax and other tax returns and statements required to be filed and shall timely pay all taxes required to be paid by the WARN Act Claim Reserve solely out of the assets held in the WARN Act Claim Reserve, which assets may be sold by the Trustee to the extent necessary to satisfy such tax liabilities, (ii) comply with all applicable tax reporting and withholding obligations, (iii) satisfy all requirements necessary to qualify and maintain qualification of Trust as a qualified settlement fund, within the meaning of the QSF Regulations, and (iv) take no action that could cause the Trust to fail to qualify as a qualified settlement fund within the meaning of the QSF Regulations.

The Trustee shall be authorized to take any and all actions that may be necessary or appropriate to comply with any applicable tax withholding, deduction, payment, and reporting requirements. All amounts properly withheld or deducted from distributions made out of the

Exhibit 20

(Redline of Notice of Settlement of WARN Claims - Exh. D)

Exhibit D

(Redline - Revised Notice of Settlement of WARN Claims)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:	Chapter 11
Powin, LLC, *et al*.,[1]	Case No. 25-16137 (MBK)
Debtors.	(Jointly Administered)

NOTICE OF SETTLEMENT OF WARN CLAIMS

The Debtors[2] submit this *Notice of Settlement of WARN Claims* regarding the following claims and causes of action:

I. WARN Claims.

As described in the Plan, the Debtors face potential liability related to asserted violations of the WARN Act. The Plan contemplates a settlement of the WARN Act Claims to be memorialized in the Plan Supplement. The Debtors and the putative WARN Act class representative[3] have agreed to settle the WARN Act Claims, subject to Bankruptcy Court approval, as follows:

- Brian Palomino shall serve as the designated class representative of the Allowed WARN Act Claims (the "WARN Act Class Representative");

[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 [15241]; (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]; (xii) Powin Canada B.C. Ltd. [2239]; and (xiii) Powin EKS SellCo, LLC [9110]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the *Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof and the Official Committee of Unsecured Creditors* [Docket No. 914] (the "Plan").

[3] *See* Adv. No. 25-01249 and related Claim No. 1, Luis Santiago on Behalf of Himself and All Others.

- The Trustee shall deposit into the WARN Act Claim Reserve ~~shall be funded on the Effective Date in the~~an aggregate amount of $500,000.00 on the Effective Date, which shall be distributed to the WARN Act Class Representative for the benefit of members of the class; and
- Following the transfer of the Liquidating Trust Assets to the Liquidating Trust, the WARN Act Class Representative shall be entitled to recover against the Liquidating Trust, for the benefit of members of the class, $3,000,000.00 in net recoveries subject to ~~payment in full of all Allowed Claims recoverable against the Liquidating Trust in accordance with Section 507 of the Bankruptcy Code.~~the distribution procedures set forth in the Plan, Plan Supplement, and the settlement agreement resolving the WARN Action, as applicable.

Summary report: Litera Compare for Word 11.4.0.111 Document comparison done on 11/13/2025 1:06:39 PM	
Style name: Underline Strikethrough	
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Original DMS: iw://worksite.us.dentons.com/US_ACTIVE/131619983/4	
Modified DMS: iw://worksite.us.dentons.com/US_ACTIVE/131619983/6	
Changes:	
Add	4
~~Delete~~	2
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	6

Exhibit 21

(Expedited Motion of the Debtors for Entry of an Order
Authorizing And Approving Settlement Agreement)

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Counsel for Debtors and Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re: Powin, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-16137 (MBK) (Jointly Administered)

[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]; (xii) Powin Canada B.C. Ltd. [2239]; and (xiii) Powin EKS SellCo, LLC [9110] . The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

EXPEDITED MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER (I) AUTHORIZING AND APPROVING SETTLEMENT AGREEMENT; AND (II) GRANTING RELATED RELIEF

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Powin, LLC ("Powin") and the affiliated debtors and debtors in possession (collectively, the "Debtors"), in the above-referenced chapter 11 cases (the "Chapter 11 Cases") hereby move (the "Motion") this Court for entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Order"): (i) authorizing and approving that certain settlement agreement (the "Settlement Agreement")[2] under sections 105(a), 362, 363(b), 503(b), and 507(a)(2) of title 11 of the United States Code, §§ 101 *et seq.*, as amended (the "Bankruptcy Code"), Rules 2002, 6004, 6006, and 9019 of the Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules"), and Rules 9013-1 and 9019-3 of the Local Bankruptcy Rules for the District of New Jersey (the "Local Rules"), by and among Powin and the Official Committee of Unsecured Creditors of the Debtors (the "Committee"), on the one hand, and ACE Engineering and Co., Ltd. ("ACE"), on the other hand;[3] and (ii) granting related relief.

In support of this Motion, the Debtors rely on the *Declaration of Gerard Uzzi in Support of Debtors' Motion to Approve Settlement Agreement* attached hereto (the "Uzzi Declaration") and the *Declaration of Gerard Uzzi In Support of Emergency First Day Motions of the Debtors* [Docket No. 13] (the "First Day Declaration"), the contents of both of which are incorporated herein by reference, and respectfully state as follows:

[2] A true and correct copy of the Settlement Agreement is attached to the Order as **Exhibit 1**. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement or the Debtors' *Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof and the Official Committee of Unsecured Creditors* [Docket No. 914] (as amended from time to time, the "Plan"), as applicable.

[3] Each of Powin, the Committee, and ACE are sometimes referred to herein individually as a "Party," and, collectively as the "Parties."

PRELIMINARY STATEMENT

1. The Settlement Agreement settles and compromises, among other things, ACE's $13,520,599.26 administrative expense claim pursuant to section 503(b)(9) of the Bankruptcy Code for goods allegedly provided to the Debtors within twenty (20) days prior to the Petition Date (the "ACE Administrative Claim"), which is the largest administrative expense claim against the Debtors' estates.

2. After extensive, good faith, arm's length negotiations between ACE, the Debtors, and the Committee, the Debtors have reached the Settlement Agreement, which provides for, among other things, that: (a) ACE shall irrevocably contribute all of its Direct Claims (to the extent of any) to the Direct Claims Trust; (b) the Parties agree that Phoenix Management shall serve as the Liquidating Trustee, and the forms of the Liquidating Trust Agreement and Direct Claims Trust Agreement shall be in a form acceptable to ACE; (c) ACE shall receive an Allowed Administrative Claim of $5,000,000.00 (the "Allowed ACE Administrative Claim"); (d) ACE shall receive an allowed unsecured claim in the amount of $105,228,644.71; (e) ACE shall receive $1,000,000.00 in cash on account of the Allowed ACE Administrative Claim on the Plan Effective Date; (f) the remaining $4,000,000.00 (the "Liquidating Trust Amount") of the Allowed ACE Administrative Claim shall be recoverable against the Liquidating Trust; and (g) distributions from the Liquidating Trust on account of the Liquidating Trust Amount shall be distributed over time, *pari passu* with other administrative claimants that have also agreed to accept deferred payments on their administrative claims, and as follows: (i) ACE shall receive 60% of each distribution from the Liquidating Trust until ACE is paid up to the full Liquidating Trust Amount; and (ii) the remaining 40% of each distribution from the Liquidating Trust shall be made to Allowed General Unsecured Claims and Allowed Priority Claims at the Liquidating Trustee's discretion.

3. The Settlement Agreement provides significant benefits to, and is in the best interests of, the Debtors and their estates:

- First, in order to effectuate the Debtors' Plan, the Debtors must settle ACE's claims, which represent the largest administrative priority claim against the Debtors' estates. Litigation of such claims would be complex, costly, and result in significant inconvenience and delay for all parties involved. Settling ACE's claims, and securing their vote in favor of the Debtors' Plan (subject to approval of the Settlement), allows the Debtors to focus on confirming and implementing the Plan.

- Second, the Debtors believe that the Settlement Agreement presents the best possible outcome available to the Debtors and other parties in interest, given the circumstances. Not only does the Settlement Agreement substantially reduce a sizeable claim, but it provides the opportunity for greater recovery to more parties. Under the Plan, the General Unsecured Claims will only receive a *pro rata* interest in the Liquidating Trust. The Settlement Agreement provides for additional recoveries by increasing the amount of assets available to the Liquidating Trust.

- Third, the Settlement Agreement requires that ACE contribute its direct claims to the Direct Claims Trust, which, by extension, will provide ACE a release of any preference claims against it pursuant to the terms of the Direct Claim Trust Agreement. As explained in greater detail below, the Debtors may have preference claims against ACE, but such claims would likely be difficult to prosecute and collect upon, and ACE appears to have several credible defenses to the Debtors' preference claims. By providing ACE a release of preference actions, the Debtors leveraged their claims to achieve a better deal than they may otherwise have reached.

4. In light of the above, the Debtors submit that the Settlement Agreement is in the best interests of the Debtors and their estates, and the Settlement Agreement should be approved by this Court pursuant to Bankruptcy Rule 9019 and sections 105(a), 362, 363(b), 503(b), and 507(a)(2) of the Bankruptcy Code.

I. JURISDICTION AND VENUE

5. The United States Bankruptcy Court for the District of New Jersey (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference* from the United States District Court for the District of New Jersey dated as of September 18, 2012, as amended on June 6, 2025. The Debtors confirm their consent, pursuant to

Bankruptcy Rule 7008, to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

6. Venue of the Chapter 11 Cases and related proceedings is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

7. The predicates for the relief requested herein are: sections 105(a), 362, 363(b), 503(b), and 507(a)(2) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, and 9019, and Local Rules 9013-1 and 9019-3.

II. BACKGROUND

A. General Background

8. On June 9, 2025 (the "Petition Date"),[4] the Debtors commenced a voluntary case for relief under chapter 11 of the Bankruptcy Code. The Debtors are authorized to continue operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases.

9. On June 26, 2025, the Office of the United States Trustee (the "U.S. Trustee") appointed the Committee. [Docket No. 174].

10. Additional information regarding the Debtors, including their businesses and the events leading to the commencement of these Chapter 11 Cases is set forth in the First Day Declaration, the contents of which are incorporated herein by reference.

[4] Lead Debtor Case No. 25-16137 (MBK) for Debtor Powin Project LLC was filed on June 9, 2025, and the majority of Debtors were filed shortly thereafter on June 10, 2025, except that, three additional Debtor-affiliates (Powin Energy Storage 2, Inc., Powin Energy Ontario Storage II LP, and Powin Canada B.C. Ltd.) filed for petitions on June 22, 2025, and Debtor-affiliate Powin EKS SellCo, LLC filed on October 10, 2025.

Case 25-11377-MBK Doc 106-2 Filed 11/21/25 Entered 11/21/25 22:12:50 Desc Main
Document Page 6 of 46

B. Specific Background

11. As noted in the Uzzi Declaration, the Debtors and ACE entered into that certain Manufacturing Services Agreement dated December 12, 2022 (the "MSA"), pursuant to which ACE supplied Debtors with shipments primarily composed of power units and electric components.

12. Before the Petition Date, the Debtors purchased various electrical components (the "Goods") from ACE, including Goods ordered between April 4 and April 11, 2025 (the "Final Shipment"). In April 2025, the Debtors accepted delivery of the Final Shipment at ACE's Vietnam facility, and instructed Mainfreight Inc. to transport the Final Shipment to Mainfreight's warehouse in Norfolk, Virginia, where it ultimately arrived on or about May 30, 2025. Prior to the Petition Date, the Debtors transferred legal title to the Final Shipment to BHER Ravenswood Solar 1, LLC, but the Final Shipment at all times remained in Mainfreight's possession and subject to its possessory lien.

13. For purposes of the Settlement Agreement, the Debtors and ACE dispute when "delivery" of the Final Shipment occurred for purposes of ACE's claims under sections 546(c) and 503(b)(9). The Debtors contend that under the relevant purchase orders legal title transferred to the Debtors in April 2025 when Mainfreight took possession on the Debtors' behalf of the Final Shipment in Vietnam—which places delivery outside the relevant look-back periods. ACE maintains that delivery occurred on or about May 30, 2025, when the Final Shipment reached Mainfreight's Virginia facility.

14. As of the Petition Date, the Debtors listed ACE as holding a general unsecured claim in the total amount of $100,104,820.79. *See List of Consolidated Creditors Who Have the*

50 Largest Unsecured Claims and Are Not Insiders attached to *Voluntary Petition* [Docket No. 1] (listing ACE as the largest unsecured creditor).

15. On August 20, 2025, the Court entered its *Order Establishing Deadlines for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* [Docket No. 758] (the "Bar Date Order"), which set September 29, 2025 at 5:00 p.m. (Prevailing Eastern Time) as the deadline to file certain claims (the "General Bar Date").

16. On June 27, 2025, Mainfreight Inc. ("Mainfreight") filed *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* [Docket No. 180] (the "Mainfreight Stay Motion"), which sought, among other things, confirmation that the automatic stay was inapplicable to the Goods such that Mainfreight could proceed with exercising its lien rights against the Goods.

17. On June 30, 2025, ACE sent the Debtors a section 546(c)(1) reclamation demand regarding the Final Shipment. Additionally, in response to the Mainfreight Stay Motion, on July 8, 2025, ACE filed a limited objection [Docket No. 282], in which ACE also alleged an interest in the Goods and an additional $10,232,822.69 due and owing against the Debtors, in addition to the $100,104,820.79 debt acknowledged by the Debtors in Powin's Voluntary Petition. That same day, the Debtors filed an objection [Docket No. 294] requesting the Court deny the Mainfreight Stay Motion.

18. After a hearing, on September 3, 2025, the Court granted [Docket No. 826] the Mainfreight Stay Motion, and specifically permitted Mainfreight to, among other things, sell the Goods.

19. On September 29, 2025, ACE filed Proof of Claim No. 434, which seeks a total of $110,337,643.48 in various claims, including the ACE Administrative Claim in the amount of

$13,520,599.26 pursuant to section 503(b)(9) of the Bankruptcy Code.

20. Notwithstanding the foregoing, the Debtors may have certain claims against ACE, including preference claims for payments made to ACE in the ninety (90) days prior to the Petition Date totaling at least $14,057,150.70. *See* p. 1 of Attachment 3 to *Statement of Financial Affairs for Powin, LLC* [Docket No. 415].

21. On October 6, 2025, the Debtors and the Committee filed their joint Plan. [Docket No. 914]. Through the Plan, the Debtors seek to implement an orderly distribution of the proceeds from their various sales and other recoveries in accordance with the Bankruptcy Code's priority scheme. The Plan also provides for the wind-down of the Debtors' estates and the establishment of appropriate distribution and reconciliation mechanisms to ensure value is returned to creditors as efficiently as possible.

C. The Proposed Settlement

22. Over the course of these Chapter 11 Cases, the Parties have engaged in extensive discussions to try to resolve the disputes among the Parties. Those discussions ultimately culminated in the execution of the Settlement Agreement, which, if approved, would resolve all outstanding issues among the Parties. Under the Settlement Agreement, the Debtors and the Committee have agreed to resolve the ACE Administrative Claim, subject to Court approval, as follows:

a. ACE shall irrevocably contribute all of its Direct Claims (to the extent of any) to the Direct Claims Trust;

b. The Liquidating Trustee shall be Phoenix Management and the forms of the Liquidating Trust Agreement and Direct Claims Trust Agreement shall be in a form acceptable to ACE;

c. ACE shall receive the Allowed ACE Administrative Claim in the amount of $5,000,000.00;

d. ACE shall receive an allowed unsecured claim in the amount of $105,228,644.71;

e. ACE shall receive $1,000,000.00 in cash on account of the Allowed ACE Administrative Claim on the Plan Effective Date;

f. The remaining $4,000,000.00 (*i.e.*, the Liquidating Trust Amount) of the Allowed ACE Administrative Claim shall be recoverable against the Liquidating Trust;

g. Distributions from the Liquidating Trust on account of the Liquidating Trust Amount shall be distributed over time, *pari passu* with other administrative claimants that have also agreed to accept deferred payments on their administrative claims, and as follows:

   i. ACE shall receive 60% of each distribution from the Liquidating Trust until ACE is paid the full Liquidating Trust Amount; and

   ii. The remaining 40% of each distribution from the Liquidating Trust shall be made to Allowed General Unsecured Claims and Allowed Priority Claims at the Liquidating Trustee's discretion; and

h. The Parties agree that this Motion must be heard before a hearing on confirmation of the Plan, and ACE shall timely submit one or more ballots, as applicable, in support of the Plan (contingent upon Bankruptcy Court approval of the Settlement Agreement).

III. RELIEF REQUESTED

23. By this Motion, pursuant to sections 105(a), 362, 363(b), 503(b), and 507(a)(2) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 2006, and 9019, and Local Rules 9013-1 and 9019-3, the Debtors seek entry of the Order: (i) authorizing and approving the Settlement Agreement; and (ii) granting related relief.

IV. BASIS FOR RELIEF

24. As detailed below, entry into the Settlement Agreement falls well above the lowest level of reasonableness and provides several direct benefits to the Debtors' estates. For these reasons, the Settlement Agreement satisfies all of the requirements for approval under Bankruptcy Rule 9019 and sections 105(a), 362, 363(b), 503(b), and 507(a)(2) of the Bankruptcy Code and

should be approved.

A. The Proposed Settlement Satisfies Bankruptcy Rule 9019 and Should Be Approved.

25. Bankruptcy Rule 9019(a) provides, in relevant part:

> On motion by the [debtor in possession] and after notice and a hearing, the court may approve a compromise or settlement. Notice shall be given to creditors, the United States trustee . . . and indenture trustee as provided in Rule 2002 and to any other entity as the court may direct.

Fed. R. Bankr. P. 9019(a). In addition, section 105(a) of the Bankruptcy Code provides that a bankruptcy court may "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]." 11 U.S.C. § 105(a).

26. Settlements and compromises are "a normal part of the process of reorganization." *Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424 (1968). "To minimize litigation and expedite the administration of a bankruptcy estate, compromises are favored in bankruptcy." *Myers v. Martin* (*In re Martin*), 91 F.3d 389, 393 (3d Cir. 1996).

27. Under Bankruptcy Rule 9019(a), the Court has authority, after notice and a hearing, to approve a settlement that is fair, reasonable, and in the best interest of the estate. *See In re Louise's Inc.*, 211 B.R. 798, 801 (D. Del. 1997) ("The decision whether to approve a compromise under Rule 9019 is committed to the sound discretion of the Court, which must determine if the compromise is fair, reasonable, and in the interest of the estate."); *In re Princeton Alternative Income Fund, LP*, No. 18-14603, 2019 WL 4127148, at *2 (Bankr. D.N.J. Aug. 29, 2019) ("In essence, a court will approve a settlement when it is fair and equitable and in the best interests of the estate.") (citations omitted).

28. The Third Circuit applies a four-factor balancing test when evaluating settlements under Bankruptcy Rule 9019: "(1) the probability of success in litigation; (2) the likely difficulties

in collection; (3) the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it; and (4) the paramount interest of the creditors." *In re Martin*, 91 F.3d at 393. A settlement should be approved if it falls "within the reasonable range of litigation possibilities somewhere above the lowest point in the range of reasonableness." *In re Nutritional Sourcing Corp.*, 398 B.R. 816, 833 (Bankr. D. Del. 2008). "[C]ourts should not have a 'mini-trial' on the merits, but rather should canvass the issues and see whether the settlement falls below the lowest point in the range of reasonableness." *In re W.R. Grace & Co.*, 475 B.R. 34, 77–78 (Bankr. D. Del. 2012).

29. Here, the Settlement Agreement is fair, reasonable, and in the best interests of the Debtors' estates. It brings certainty to previously disputed and contingent liabilities, materially reduces the Debtors' claim exposure, and enables confirmation and implementation of the Plan in a value-maximizing manner. By bringing greater certainty to the Debtor's estates and enhancing recoveries for all creditor constituencies, the Settlement Agreement plainly serves the collective interests of all parties in interest.

i. <u>The Probability of Success in Litigation</u>

30. The Settlement Agreement eliminates the substantial litigation risk and expense that would otherwise accompany a protracted litigation between the Debtors and ACE regarding the validity, priority, and amount of ACE's asserted claims. Although the Debtors believe that they have strong legal and factual defenses to portions of the alleged $13.5 million ACE Administrative Claim under section 503(b)(9) and the other asserted claims exceeding $110 million in the aggregate, there can be no guarantee of success if the matter were litigated. The claims at issue involve complex factual questions—such as the precise timing of the transfer of title to the Final Shipment, the proper characterization of the transactions under the MSA, and the scope of ACE's

reclamation and administrative rights—as well as unsettled legal issues regarding the intersection of section 503(b)(9), reclamation demands under section 546(c), and competing lien and ownership interests in the Goods. Protracted litigation over these issues would require extensive discovery, expert testimony, and evidentiary hearings and would likely entail significant delay and expense, all while the estates continue to accrue administrative costs.

31. Moreover, if the Debtors were unsuccessful in defending against ACE's administrative claims, the resulting judgment could exceed the Debtors' ability to satisfy other allowed administrative and priority claims, materially impairing recoveries for all other creditors and jeopardizing confirmation of the Plan. The Settlement Agreement mitigates these risks by fixing ACE's administrative expense claim at $5 million—significantly less than half of the amount originally asserted—and by deferring the majority of that claim to post-Effective Date recoveries against the Liquidating Trust, with forty percent being made to other creditor constituencies. In light of the magnitude of ACE's claims and the uncertainty inherent in litigating cross-border commercial disputes with a major foreign counterparty, the Debtors reasonably determined that the Settlement Agreement represents a superior outcome compared to the unpredictable, costly, and potentially value-destructive alternative of continued litigation. Accordingly, this factor weighs heavily in favor of approving the Settlement Agreement as fair, reasonable, and in the best interests of the estates.

ii. <u>The Likely Difficulties in Collection</u>

32. The Settlement Agreement contemplates a settlement and release of the Debtors' causes of action against ACE, including potential preference actions.[5] As described below, such

[5] The Settlement Agreement requires ACE to contribute its direct claims to the Direct Claims Trust, which, in accordance with the Direct Claims Trust Agreement, also provides ACE a release of any causes of actions against it.

causes of action, even if successful, may ultimately be difficult to collect from ACE and therefore are more valuable to the Debtors' estates as part of a comprehensive settlement.

33. Although the Debtors' books and records reflect payments totaling approximately $14 million to ACE during the ninety days preceding the Petition Date, any attempt to recover those amounts through preference litigation would face significant procedural and substantive challenges. As a threshold matter, ACE is a foreign entity with operations and assets primarily located outside the United States, making the enforcement and collection of any judgment potentially difficult and expensive. Moreover, ACE has asserted several credible defenses under section 547 of the Bankruptcy Code, including the ordinary-course-of-business, contemporaneous-exchange, and new-value defenses, which could substantially offset or even eliminate any recoverable preference exposure.

34. Compounding these litigation and collection risks, ACE has also asserted a $13.5 million administrative expense claim which, even if the Debtors were to prevail in whole or in part on their preference actions, could allow ACE to offset any resulting recoveries against its allowed administrative claims, thereby substantially reducing or eliminating any meaningful recovery for the estates. In contrast, the Settlement Agreement achieves a more certain and value-maximizing result by resolving all such claims comprehensively and fixing ACE's administrative claim at $5 million (significantly less than half of the amount asserted) and waiving the need for costly litigation to pursue potentially uncollectible preference recoveries. This certainty and efficiency benefit all creditor constituencies and weigh strongly in favor of approving the Settlement Agreement.

iii. The Complexity of the Litigation Involved, the Expense, Inconvenience and Delay Necessarily Attending It

35. The disputes resolved by the Settlement Agreement are factually and legally

complex, involving a web of interrelated contractual, commercial, and cross-border issues that would be difficult and time-consuming to litigate. Resolution would require adjudication of (i) the timing and effect of title transfer of the Final Shipment under the MSA and applicable commercial law, (ii) the enforceability and scope of ACE's asserted reclamation rights under section 546(c) of the Bankruptcy Code, (iii) the validity and priority of ACE's claimed administrative expense under section 503(b)(9), and (iv) the Debtors' affirmative claims for avoidance and recovery of prepetition transfers under sections 547 and 550 of the Bankruptcy Code. Each of these issues is fact-intensive, would require extensive document discovery and deposition testimony across multiple jurisdictions, and would likely necessitate expert analysis of international shipping, supply chain, and accounting practices.

36. Further, a central dispute between the Parties concerns the point at which the Final Shipment was "delivered" under the applicable purchase orders and governing law. If the Debtors are correct that delivery occurred in April, when the Debtors contend they took legal title, then ACE would have no administrative claim. If, on the other hand, ACE is correct that delivery occurred on May 30, 2025 when the Final Shipment was delivered to Virginia, then ACE's entire asserted administrative claim would likely be valid and entitled to priority status in an amount that could threaten confirmation of the Debtors' plan. The issue is therefore binary, presenting a high-stakes, winner-take-all outcome. The proposed Settlement Agreement represents a pragmatic and balanced resolution of that dispute and reflects a fair allocation of risk and consequences by both sides.

37. Moreover, both the Debtors and ACE are sophisticated enterprises represented by experienced counsel who would vigorously litigate every aspect of these disputes. The resulting proceedings would almost certainly involve competing summary judgment motions, potential

evidentiary hearings, and appeals that would impose substantial administrative costs and consuming the Debtors' limited resources at a critical juncture in the Chapter 11 process. Given the cross-border nature of ACE's operations and the international shipment of the Goods, coordination of discovery and enforcement could further complicate and prolong the litigation.

38. Accordingly, the complexity, expense, and delay that would otherwise attend litigation weigh decisively in favor of approving the Settlement Agreement.

iv. The Paramount Interest of the Creditors

39. Finally, the paramount interests of creditors strongly support approval of the Settlement Agreement. The Settlement Agreement achieves a global resolution of the Debtors' largest administrative and unsecured claims, thereby reducing overall claim exposure and increasing the certainty and efficiency of distributions under the Plan. By fixing ACE's administrative claim at $5 million—significantly less than half of the amount asserted—and structuring a portion of that recovery to flow through the Liquidating Trust after the Effective Date, the Settlement preserves estate liquidity and enhances the pool of assets available for distribution to other creditor constituencies. The Settlement Agreement also significantly bolsters support for confirmation of the Plan with ACE agreeing to timely submit a ballot for each class in which it is entitled to vote accepting the Plan (subject to approval of the Settlement Agreement). Additionally, ACE's contribution of its Direct Claims to the Direct Claims Trust allows the broader creditor body to benefit from additional viable claims against third parties that ACE was under no obligation to contribute. Moreover, the fact that forty percent of its Liquidating Trust recoveries will be distributed to priority and general unsecured creditors ensures that the benefits of the compromise extend beyond a single claimant and inure directly to the broader creditor body. In short, the Settlement Agreement maximizes value, minimizes litigation expense, and expedites

implementation of the Plan, thereby advancing the collective interests of all stakeholders.

40. For all of these reasons—and as demonstrated by the foregoing analysis of the *Martin* factors—the Settlement Agreement easily satisfies the applicable standard for approval. It resolves highly complex disputes through an arm's-length, good-faith negotiation, eliminates significant litigation risk, and produces a result that is fair, equitable, and well above the lowest point in the range of reasonableness.

B. Entry Into and Performance Under the Settlement Agreement is a Sound Exercise of the Debtors' Business Judgment.

41. Section 363(b) of the Bankruptcy Code provides, in pertinent part, that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). If a settlement is outside of the ordinary course of business of the debtor, it requires approval of the bankruptcy court pursuant to section 363(b) of the Bankruptcy Code. *See Northview Motors, Inc. v. Chrysler Motors Corp*., 186 F.3d 346, 350–51 (3d Cir. 1999); *see also In re Martin*, 91 F.3d 389, 395 n.2 ("Section 363 of the Code is the substantive provision requiring a hearing and court approval; Bankruptcy Rule 9019 sets forth the procedure for approving an agreement to settle or compromise a controversy."). Courts normally defer to the debtor's business judgment so long as there is a legitimate business justification. *See Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp.* (*In re Montgomery Ward Holding Corp.*), 242 B.R. 147, 153 (Bankr. D. Del. 1999) (holding that the trustee need only have a "sound business purpose" to justify use of estate property pursuant to section 363(b)). A court must approve a debtor's exercise of business judgment "unless it is the product of bad faith, whim, or caprice." *In re Philadelphia Newspapers, LLC*, 424 B.R. 178, 182 (Bankr. E.D. Pa. 2010).

42. The Debtors respectfully submit that substantial business justification exists for

their entry into the Settlement Agreement. As detailed above, the Settlement Agreement provides a fair, reasonable, and value-maximizing resolution to complex and potentially costly disputes between the Debtors and ACE. Rather than engaging in protracted litigation that would divert management attention, deplete estate resources, and delay confirmation of the Plan, the Debtors negotiated a comprehensive compromise that brings certainty and finality to the largest outstanding administrative and unsecured claims against the estates, and achieves ACE's acceptance of the Plan (subject to approval of the Settlement Agreement). This resolution allows the Debtors to redirect their efforts toward confirmation and implementation of the Plan, thereby advancing the efficient wind-down of the Chapter 11 Cases to the benefit of all parties in interest.

43. The Debtors also believe that the value realized through the Settlement—principally the reduction of ACE's asserted administrative expense claim from approximately $13.5 million to $5 million—is both fair and commercially reasonable, particularly in light of the concessions ACE has made. By accepting a materially reduced allowed claim and allowing distributions of a substantial portion of that amount through the Liquidating Trust, ACE has provided meaningful liquidity relief to the estates. These concessions preserve substantial funds for distribution to other creditor constituencies, directly increasing overall recoveries and facilitating timely Plan implementation.

44. The Debtors further recognize that, although their preference claims against ACE total roughly $14 million, the likelihood of realizing any meaningful recovery from such litigation is uncertain. ACE's total claims against the Debtors' estates far exceed any potential preference exposure, and ACE has asserted multiple statutory defenses that would make successful recovery uncertain and expensive to pursue. Under these circumstances, the Debtors appropriately determined that leveraging those avoidance claims as part of a broader negotiated resolution

produces a superior economic result and maximizes value for the estates.

45. The Settlement Agreement is also the product of extensive, good-faith, and arm's-length negotiations among the Debtors, ACE, and the Committee. Each party was represented by experienced and sophisticated counsel, and the final terms reflect a balanced compromise achieved after weeks of substantive dialogue. The Debtors believe the Settlement Agreement represents the most favorable terms attainable under the circumstances, as it materially reduces ACE's administrative claim, resolves all related disputes, and eliminates significant litigation risk. In the exercise of their sound business judgment, the Debtors have determined that entry into the Settlement Agreement is necessary and appropriate to preserve estate value and to advance the best interests of the Debtors' creditors and other stakeholders.

V. WAIVER OF STAY

46. To the extent the requested relief constitutes a use of property under section 363(b) of the Bankruptcy Code, the Debtors seek a waiver of the fourteen-day stay under Bankruptcy Rule 6004(h) regarding the use, sale, or lease of property and the stay of an order authorizing the assignment of an executory contract or unexpired lease under Bankruptcy Rule 6006(d), in each case, to the extent applicable. The Debtors intend to consummate the Settlement Agreement as soon as practicable following entry of the Order. Accordingly, cause exists to justify a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h) and 6006(d), to the extent such stay applies.

VI. WAIVER OF MEMORANDUM OF LAW

47. The Debtors respectfully request that the Court waive the requirement to file a separate memorandum of law pursuant to Local Rule 9013-1(a)(3) because the legal basis upon which the Debtors rely is set forth herein and the Motion does not raise any novel issues of law.

VII. RESERVATION OF RIGHTS

48. Nothing contained in this Motion or any order granting the relief requested in this Motion, and no action taken pursuant to the relief requested or granted in connection with this Motion (including any payment made in accordance with any such order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any other claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any other claim on any grounds; (c) a promise or requirement to pay any other particular claim; (d) an implication, admission or finding that any other particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

VIII. NO PRIOR REQUEST

49. No prior request for the relief sought in this motion has been made to this or any other court.

IX. NOTICE

50. Notice of this Motion shall be given to the following parties: (a) the U.S. Trustee; (b) counsel for ACE; (c) the Debtors' fifty largest unsecured creditors on a consolidated basis; (d) counsel to the Committee; (e) the United States Internal Revenue Service; (f) the United States

Attorney's Office for the District of New Jersey; and (g) all parties entitled to service under Rule 2002 or who have requested notice in these Chapter 11 Cases. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

X. CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court (i) enter the Order as set forth herein; and (ii) grant the Debtors such other and further relief is just and proper under the circumstances.

[*Signature Page Follows*]

Dated: November 17, 2025

DENTONS US LLP

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Counsel for Debtors and Debtors in Possession

DECLARATION OF GERARD UZZI IN SUPPORT OF
DEBTORS' MOTION TO APPROVE SETTLEMENT AGREEMENT

I, Gerard Uzzi, hereby state and declare as follows:

1. I am the Chief Restructuring Officer (the "CRO") of Powin, LLC ("Powin"). I was appointed as CRO of Powin and the above-referenced affiliated debtors and debtors in possession (collectively, the "Debtors") effective on June 9, 2025.

2. I am also a Managing Partner and Founder of CBMN Advisors LLC d/b/a Uzzi & Lall ("Uzzi & Lall"). I have extensive experience advising companies, boards of directors, senior management, creditors, equity holders, and investors in stressed and distressed situations, including chapter 11, out-of-court work outs, and rescue financings across industries and jurisdictions. I also serve in a number of fiduciary capacities, including presently as the Chairman of the Celsius Litigation Oversight Committee.

3. Prior to co-founding Uzzi & Lall, I was a senior restructuring partner at Milbank LLP and White & Case LLP for over 18 years in the aggregate. During that time, I was personally involved in senior roles in some of the nation's largest and most complex chapter 11 cases, including Lehman Brothers, Washington Mutual, American Airlines, Rescap, Charter Communications, Mirant, Adelphia Communications, Purdue Pharma, and ZAIS. I have been recognized for my work in Chambers, Euromoney's IFLR, The Legal 500, and Expert Guides as one of the World's Leading Insolvency and Restructuring Professionals.

4. On June 9, 2025 (the "Petition Date"),[1] Powin and certain of its subsidiaries (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the

[1] Lead Debtor Case No. 25-16137 (MBK) for Debtor Powin Project LLC was filed on June 9, 2025, and the majority of Debtors were filed shortly thereafter on June 10, 2025, *except that*, three additional Debtor-affiliates (Powin Energy Storage 2, Inc., Powin Energy Ontario Storage II LP, and Powin Canada B.C. Ltd.) filed for petitions on June 22, 2025, and Debtor-affiliate Powin EKS SellCo, LLC filed on October 10, 2025.

United States Code, §§ 101 *et seq.*, as amended (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of New Jersey (the "Court"). I am knowledgeable and familiar with the Debtors' day-to-day operations, business and financial affairs, and the circumstances leading to the commencement of these chapter 11 cases (the "Chapter 11 Cases").

5. I submit this declaration (the "Declaration") in support of *Expedited Motion of the Debtors for Entry of an Order (I) Authorizing and Approving Settlement Agreement; and (II) Granting Related Relief* (the "Motion").[2]

6. Except as otherwise indicated herein, this Declaration is based upon my personal knowledge, my review of relevant documents, information provided to me by employees of the Debtors or the Debtors' advisors, my opinion based upon my experience, knowledge, and information concerning the Debtors' operations and this industry. If called upon to testify, I would testify competently to the facts set forth in this Declaration.

7. The Debtors and ACE entered into that certain MSA dated December 12, 2022, pursuant to which ACE supplied Debtors with shipments primarily composed of power units and electric components.

8. Before the Petition Date, the Debtors purchased various electrical components (the "Goods") from ACE, including Goods ordered between April 4 and April 11, 2025 (the "Final Shipment"). In April 2025, the Debtors accepted delivery of the Final Shipment at ACE's Vietnam facility, and instructed Mainfreight Inc. to transport the Final Shipment to Mainfreight's warehouse in Norfolk, Virginia, where it ultimately arrived on or about May 30, 2025. Prior to the Petition Date, the Debtors transferred legal title to the Final Shipment to BHER Ravenswood Solar

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

1, LLC, but the Final Shipment at all times remained in Mainfreight's possession and subject to its possessory lien.

9. For purposes of the Settlement Agreement, the Debtors and ACE dispute when "delivery" of the Final Shipment occurred for purposes of ACE's claims under sections 546(c) and 503(b)(9). The Debtors contend that under the relevant purchase orders legal title transferred to the Debtors in April 2025 when Mainfreight took possession on the Debtors' behalf of the Final Shipment in Vietnam—which places delivery outside the relevant look-back periods. ACE maintains that delivery occurred on or about May 30, 2025, when the Final Shipment reached Mainfreight's Virginia facility.

10. As of the Petition Date, the Debtors listed ACE as holding a general unsecured claim in the total amount of $100,104,820.79.

11. On June 30, 2025, ACE sent the Debtors a section 546(c)(1) reclamation demand regarding the Final Shipment.

12. The Debtors may have certain claims against ACE, including preference claims for payments made to ACE in the ninety (90) days prior to the Petition Date.

13. Through the Plan, the Debtors seek to implement an orderly distribution of the proceeds from their various sales and other recoveries in accordance with the Bankruptcy Code's priority scheme. The Plan also provides for the wind-down of the Debtors' estates and the establishment of appropriate distribution and reconciliation mechanisms to ensure value is returned to creditors as efficiently as possible.

14. Over the course of these Chapter 11 Cases, the Parties have engaged in extensive discussions to try to resolve the disputes among the Parties. Those discussions ultimately culminated in the execution of the Settlement Agreement, which, if approved, would resolve all

outstanding issues among the Parties. Under the Settlement Agreement, the Debtors and the Committee have agreed to resolve the ACE Administrative Claim, subject to Court approval, as follows:

a. ACE shall irrevocably contribute all of its Direct Claims (to the extent of any) to the Direct Claims Trust;

b. Selection of the Liquidating Trustee and the forms of the Liquidating Trust Agreement and Direct Claims Trust Agreement shall be in a form acceptable to ACE;

c. ACE shall receive an Allowed Administrative Claim of $5,000,000.00 (the "Allowed ACE Administrative Claim");

d. ACE shall receive an allowed unsecured claim in the amount of $105,228,644.71;

e. ACE shall receive $1,000,000.00 in cash on account of the Allowed ACE Administrative Claim on the Plan Effective Date;

f. The remaining $4,000,000.00 (the "Liquidating Trust Amount") of the Allowed ACE Administrative Claim shall be recoverable against the Liquidating Trust; and

g. Distributions from the Liquidating Trust on account of the Liquidating Trust Amount shall be distributed over time, *pari passu* with other administrative claimants that have also agreed to accept deferred payments on their administrative claims, and as follows:

    i. ACE shall receive 60% of each distribution from the Liquidating Trust until ACE is paid the full Liquidating Trust Amount; and

    ii. The remaining 40% of each distribution from the Liquidating Trust shall be made to Allowed General Unsecured Claims and Allowed Priority Claims at the Liquidating Trustee's discretion; and

h. The Parties' agree that this Motion must be head before a hearing on confirmation of the Plan, and ACE shall timely submit one or more ballots, as applicable, in support of the Plan contingent upon Bankruptcy Court approval of the Settlement Agreement.

15. For the reasons that follow, the Debtors and I believe that entry into the Settlement Agreement is supported by substantial business justifications, is fair and reasonable, provides several direct benefits to the Debtors' estates, and is in the best interests of the Debtors' estates.

16. Among other things, the Settlement Agreement creates certainty to previously disputed and contingent liabilities, materially reduces the Debtors' claim exposure, and enables confirmation and implementation of the Plan in a value-maximizing manner.

17. The Settlement Agreement also eliminates the substantial litigation risk and expense that would otherwise accompany a protracted litigation between the Debtors and ACE regarding the validity, priority, and amount of ACE's asserted claims. Although the Debtors and I believe that the Debtors have strong legal and factual defenses to portions of the alleged $13.5 million ACE Administrative Claim under section 503(b)(9) and the other asserted claims exceeding $110 million in the aggregate, there can be no guarantee of success if the matter were litigated. The claims at issue involve complex factual questions—such as the precise timing of the transfer of title to the Final Shipment, the proper characterization of the transactions under the MSA, and the scope of ACE's reclamation and administrative rights—as well as unsettled legal issues regarding the intersection of section 503(b)(9), reclamation demands under section 546(c), and competing lien and ownership interests in the Goods. Protracted litigation over these issues would require extensive discovery, expert testimony, and evidentiary hearings and would likely entail significant delay and expense, all while the estates continue to accrue administrative costs.

18. Moreover, if the Debtors were unsuccessful in defending against ACE's administrative claims, the Debtors and I believe the resulting judgment could exceed the Debtors' ability to satisfy other allowed administrative and priority claims, materially impairing recoveries for all other creditors and jeopardizing confirmation of the Plan. The Settlement Agreement mitigates these risks by fixing ACE's administrative expense claim at $5 million—significantly less than half of the amount originally asserted—and by deferring the majority of that claim to post-Effective Date recoveries against the Liquidating Trust, with forty percent being made

available to other creditor constituencies. In light of the magnitude of ACE's claims and the uncertainty inherent in litigating cross-border commercial disputes with a major foreign counterparty, the Debtors and its professionals, including me, reasonably determined that the Settlement Agreement represents a superior outcome compared to the unpredictable, costly, and potentially value-destructive alternative of continued litigation.

19. Furthermore, the Settlement Agreement's construct whereby ACE contributes its direct claims to the Direct Claims Trust, which, in accordance with the Direct Claims Trust Agreement, also provides ACE a release of any preference actions against it, provides a significant benefit to the Direct Claims Trust by making a portion of additional viable claims available to all creditors and by settling ACE's preference exposure to the Debtors' estates without any litigation uncertainty or risk. Although the Debtors' books and records reflect payments totaling approximately $14 million to ACE during the ninety days preceding the Petition Date, I believe any attempt to recover those amounts through preference litigation would face significant procedural and substantive challenges. As a threshold matter, I understand that ACE is a foreign entity with operations and assets primarily located outside the United States, making the enforcement and collection of any judgment potentially difficult and expensive. Moreover, ACE has asserted several credible defenses under section 547 of the Bankruptcy Code, including the ordinary-course-of-business, contemporaneous-exchange, and new-value defenses, which I believe could substantially offset or even eliminate any recoverable preference exposure.

20. Compounding these litigation and collection risks, ACE has also asserted a $13.5 million administrative expense claim which, even if the Debtors were to prevail in whole or in part on their preference actions, could allow ACE to offset any resulting recoveries against its allowed administrative claims, thereby substantially reducing or eliminating any meaningful recovery for

the estates. In contrast, the Settlement Agreement achieves a more certain and value-maximizing result by resolving all such claims comprehensively and fixing ACE's administrative claim at $5 million (significantly less than half of the amount asserted) and waiving the need for costly litigation to pursue potentially uncollectible preference recoveries. I believe this certainty and efficiency benefit all creditor constituencies and weigh strongly in favor of approving the Settlement Agreement.

21. I believe the disputes resolved by the Settlement Agreement are factually and legally complex, involving a web of interrelated contractual, commercial, and cross-border issues that would be difficult and time-consuming to litigate. Resolution would require, among other things, fact-intensive document discovery and deposition testimony across multiple jurisdictions, and would likely necessitate analysis of international shipping, supply chain, and accounting practices.

22. Further, both the Debtors and ACE are sophisticated enterprises represented by experienced counsel who would vigorously litigate every aspect of these disputes. The resulting proceedings would almost certainly involve competing summary judgment motions, potential evidentiary hearings, and appeals, imposing substantial administrative costs and consuming the Debtors' limited resources at a critical juncture in the Chapter 11 process. Given the cross-border nature of ACE's operations and the international shipment of the Goods, coordination of discovery and enforcement could further complicate and prolong the litigation.

23. Moreover, the paramount interests of creditors strongly support approval of the Settlement Agreement. The Settlement Agreement achieves a global resolution of the Debtors' largest administrative and unsecured claims, thereby reducing overall claim exposure and increasing the certainty and efficiency of distributions under the Plan. By fixing ACE's

administrative claim at $5 million—significantly less than half of the amount asserted—and structuring a portion of that recovery to flow through the Liquidating Trust after the Effective Date, I believe the Settlement preserves estate liquidity and enhances the pool of assets available for distribution to other creditor constituencies. Additionally, ACE's agreement to permit forty percent of the Liquidating Trust Amount to be distributed on account of priority and general unsecured creditors ensures that the benefits of the compromise extend beyond a single claimant and inure directly to the broader creditor body. In short, I believe the Settlement Agreement maximizes value, minimizes litigation expense, and expedites implementation of the Plan, thereby advancing the collective interests of all stakeholders.

24. The Debtors also believe that the value realized through the Settlement—principally the reduction of ACE's asserted administrative expense claim from approximately $13.5 million to $5 million—is both fair and commercially reasonable, particularly in light of the concessions ACE has made. By accepting a materially reduced allowed claim and agreeing to defer recovery of a substantial portion of that amount through the Liquidating Trust, ACE has provided meaningful liquidity relief to the estates. These concessions preserve substantial funds for distribution to other creditor constituencies, directly increasing over-all recoveries and facilitating timely Plan implementation.

25. In sum, the Debtors and I believe the Settlement Agreement should be approved.

I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Executed this 17th day of November 2025, at Sea Bright, New Jersey in Monmouth County.

Signed by:
Gerard Uzzi
C933082321E44B5...

Gerard Uzzi

EXHIBIT A

(Proposed Form of Order)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re: Powin, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-16137 (MBK) (Jointly Administered)

ORDER GRANTING EXPEDITED MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER (I) AUTHORIZING AND APPROVING SETTLEMENT AGREEMENT; AND (II) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three [3] through six [6], is **ORDERED**.

[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]; (xii) Powin Canada B.C. Ltd. [2239]; and (xiii) Powin EKS SellCo, LLC [9110] . The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

Debtors: Powin, LLC, *et al.*
Case No. 25-16137 (MBK)
Caption of Order: Order Granting Expedited Motion of the Debtors for Entry of an Order (I) Authorizing and Approving Settlement Agreement; and (II) Granting Related Relief

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

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Counsel for Debtors and
Debtors in Possession

Upon consideration of the Motion[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"): (i) authorizing and approving that certain settlement agreement (the "Settlement Agreement")[3] under sections 105(a), 362, 363(b), 503(b), and 507(a)(2) of title 11 of the United States Code, §§ 101 *et seq.*, as amended (the "Bankruptcy Code"), Rules 2002, 6004, 6006, and 9019 of the Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules"), and Rules 9013-1 and 9019-3 of the Local Bankruptcy Rules for the District of New Jersey (the "Local Rules") by and among Powin and the Official Committee of Unsecured Creditors (the "Committee"), on the one hand, and ACE Engineering and Co., Ltd. ("ACE"), on the other hand; and (ii) granting related relief,[4] all as more fully set forth in the Motion; and upon the First Day Declaration and the Uzzi Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference* from the United States District Court for the District of New Jersey dated as of September 18, 2012, as amended on June 6, 2025; and this Court having found that consideration of the Motion and the relief requested therein is a core proceeding pursuant to 28 U.S.C. § 157(b) and this Order is a final order within the meaning of 28 U.S.C. § 158(a); and the Debtors having consented to the entry of a final order with respect to the Motion; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion, opportunity to object, and opportunity for a hearing on the

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

[3] A true and correct copy of the Settlement Agreement is attached to the Order as **Exhibit 1**. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement or the Debtors' *Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof and the Official Committee of Unsecured Creditors* [Docket No. 914] (as amended from time to time, the "Plan"), as applicable.

[4] Each of Powin and ACE are sometimes referred to herein individual as a "Party", and, collectively as the "Parties."

Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having determined that the legal and factual bases set forth in the Motion, the First Day Declaration, and the Uzzi Declaration, and at the hearing thereon establish just cause for the relief granted herein; and all objections, responses, or reservation of rights filed or asserted in response to the Motion or the relief granted herein, if any, having been withdrawn, resolved, or overruled on their merits in their entirety; and upon all of the proceedings before this Court; and after due deliberation and sufficient cause appearing therefor; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT**:[5]

1. The Motion is granted on a final basis to the extent set forth herein. Pursuant to sections 363(b) and 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019, the Settlement Agreement attached as **Exhibit 1** is approved in its entirety as entirely fair, equitable, and reasonable, and the terms and conditions of the Settlement Agreement are incorporated into this Order as if fully set forth herein.

2. The Debtors and ACE are authorized to enter into, perform, execute, and deliver all documents, and take all actions necessary to timely and fully implement and consummate the Settlement Agreement and the relief granted in this Order.

3. Effective from and after the Effective Date, each of the Parties hereby release any claims they may have relating to the Settlement Agreement.

4. The Settlement Agreement was entered into without collusion or fraud, in good faith, and at arm's length and was not entered into for the purpose of hindering, delaying, or

[5] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. The Court's findings shall also include any oral findings of fact and conclusions of law made by the Court during or at the conclusion of the Hearing. This Order shall constitute the findings of fact and conclusions of law and shall take immediate effect upon execution hereof.

defrauding creditors of the Debtors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law. None of the Parties entered into the Settlement Agreement with any fraudulent or otherwise improper purpose.

5. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby modified to the extent necessary, without further order of the Court, to implement the terms and provisions of the Settlement Agreement and this Order.

6. This Order shall be fully enforceable against each of the Debtors, their estates, and any successors thereto, including, without limitation, any estate representative or trustee appointed in any of the Chapter 11 Cases, or in any case under chapter 7 of the Bankruptcy Code upon conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or relating to any of the foregoing and/or upon the dismissal of any of the Chapter 11 Cases or any such successor cases, in each case, in accordance with the terms of this Order.

7. Notwithstanding the provisions of Bankruptcy Rules 6004(h), 6006(d) or 7062 or any applicable provisions of the Local Rules, this Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the fourteen (14) day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply.

8. In the event that there is a direct conflict between the terms of this Order, the Settlement Agreement, and any documents executed in connection therewith, the provisions contained in this Order, the Settlement Agreement, and any documents executed in connection therewith shall govern, in that order.

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

10. All time periods set forth in this Order and the Settlement Agreement shall be calculated in accordance with Bankruptcy Rule 9006(a).

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Exhibit 21 - Expedited Motion of the Debtors for Entry of an Order Authorizing a Page 40 of 47

Exhibit 1

(Settlement Agreement)

SETTLEMENT AGREEMENT

On this 17th day of November, 2025 ("Execution Date"), and subject to approval by order of the Bankruptcy Court (as defined below), Powin, LLC and its affiliated debtors (collectively, the "Debtors"), ACE Engineering and Co., Ltd. ("ACE") and the Official Committee of Unsecured Creditors (the "Committee," and together with Powin and ACE, the "Parties") in the Debtors' Chapter 11 Cases pending in the United State Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"), jointly administered in Case No. 25-16137 (MBK) (collectively, the "Bankruptcy Case"), and subject to the terms, conditions, and approvals set forth herein, agree to the following (the "Agreement"):

RECITALS

WHEREAS, on or about June 9, 2025 (the "Petition Date"), the Debtors commenced the a voluntary Bankruptcy Case for relief under chapter 11 of title 11 of the United States Code, §§ 101 *et seq.*, as amended (the "Bankruptcy Code"). The Debtors are authorized to continue operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases.;

WHEREAS, on June 26, 2025, the Office of the United States Trustee appointed the Committee [Docket No. 174];

WHEREAS, the Debtors and ACE entered into that certain Manufacturing Services Agreement dated December 12, 2022 (the "MSA"), pursuant to which ACE supplied the Debtors with shipments primarily composed of power units and electric components;

WHEREAS, prior to the Petition Date, the Debtors purchased various electrical components (the "Goods") from ACE, including Goods ordered between April 4 and April 11, 2025 (the "Final Shipment");

WHEREAS, on June 30, 2025, ACE sent the Debtors a section 546(c)(1) reclamation demand regarding the Goods;

WHEREAS, on September 29, 2025, ACE filed Proof of Claim No. 434 (the "Proof of Claim"), which seeks a total of $110,337,643.48 in various claims, including an administrative priority claim in the amount of $13,520,599.26 pursuant to section 503(b)(9) of the Bankruptcy Code (the "ACE Administrative Claim");

WHEREAS, on October 6, 2025, the Debtors and the Committee filed their *Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof and the Official Committee of Unsecured Creditors* [Docket No. 914] (as amended from time to time, the "Plan"),[1] which seeks to implement an orderly distribution of the Debtors' estates and the establishment of appropriate claim distribution and reconciliation mechanisms;

[1] Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Plan.

WHEREAS, the Debtors and ACE dispute, among other things, when "delivery" of the Final Shipment occurred for purposes of ACE's claims under sections 546(c) and 503(b)(9) of the Bankruptcy Code;

WHEREAS, the Parties agree that this Agreement will be presented to the Bankruptcy Court through a motion under Rule 9019 of the Federal Rules of Bankruptcy Procedure ("Motion"); and

WHEREAS, the Parties agree to resolve all claims between ACE and the Debtors, including, but not limited to, the Proof of Claim, the ACE Administrative Claim, the Final Shipment, Goods, and any causes of action the Debtors have against ACE, pursuant to and conditioned upon Bankruptcy Court approval of the terms of this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. Recitals. The Recitals as set forth above are true and correct and are incorporated herein by reference and made a part of this Agreement in all respects.

2. The Settlement. In consideration for the mutual promises and consideration hereunder, the Parties agree that:

a. ACE shall irrevocably contribute all of its Direct Claims (to the extent of any) to the Direct Claims Trust;

b. The Liquidating Trustee shall be Phoenix Management;

c. The forms of the Liquidating Trust Agreement and Direct Claims Trust Agreement shall be in a form acceptable to ACE, and it being agreed the documents attached to the Plan Supplement and the Liquidating Trustee identified in the Plan Supplement are acceptable to ACE;

d. ACE shall receive an Allowed Administrative Claim of $5,000,000.00 (the "Allowed ACE Administrative Claim");

e. ACE shall receive an allowed unsecured claim in the amount of $105,228,644.71;

f. ACE shall receive $1,000,000.00 in cash on account of the Allowed ACE Administrative Claim on the Plan Effective Date;

g. The remaining $4,000,000.00 (the "Liquidating Trust Amount") of the Allowed ACE Administrative Claim shall be recoverable against the Liquidating Trust; and

h. Distributions from the Liquidating Trust on account of the Liquidating Trust Amount shall be distributed over time, *pari passu* with other administrative claimants that have also agreed to accept deferred payments on their administrative claims, and as follows:

i. ACE shall receive 60% of each distribution from the Liquidating Trust until ACE is paid the full Liquidating Trust Amount; and

ii. The remaining 40% of each distribution from the Liquidating Trust shall be shared by Allowed General Unsecured Claims and Allowed Priority Claims at the Liquidating Trustee's discretion.

3. 9019 Motion.

a. This Agreement is subject to entry of the 9019 Order;

b. The Parties agree that the Agreement will be presented though the Motion in settlement of all claims of ACE; and

c. The Parties will use their best efforts to expedite the filing of the Motion and the approval of the Agreement; and

d. The Parties agree that the Motion must be heard, subject to the Court's calendar, before a hearing is held on confirmation of the Plan.

4. Plan Voting. ACE agrees that, in each class of claims under the Plan in which ACE holds a claim and is entitled to vote, ACE shall timely submit a ballot voting to accept the Plan. ACE's agreement to vote in favor of the Plan and any ballot submitted by ACE are expressly conditioned upon the Bankruptcy Court's approval of this Agreement pursuant to Bankruptcy Rule 9019. In the event the Bankruptcy Court declines to approve this Agreement, ACE shall have no obligation to vote.

5. Mutual Releases. ACE on the one hand, and the Debtors and the Committee on the other hand, hereby fully, finally, unconditionally, irrevocably, and completely release and forever discharge each other and each of their predecessors, successors (including, without limitation, any chapter 11 or chapter 7 trustee of the Debtors or their estates), assigns, affiliates, subsidiaries, parents, partners, constituents, current officers, directors, employees, attorneys and agents, and each of their respective heirs, successors, and assigns, of and from any and all claims, causes of action, litigation claims, and any other debts, obligations, rights, suits, damages, actions, remedies, judgments, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, fixed or contingent, matured or unmatured, existing, in law or at equity, whether for tort, contract, or otherwise, based in whole or in part upon any act or omission, transaction, event or other occurrence or circumstance existing or taking place prior to or on this date, relating to the Debtors or the Bankruptcy Case; *provided that*, nothing herein shall release the Parties' obligations under this Agreement or ACE's allowed claims provided under section 2 of this Agreement.

6. Section 1542. Each Party acknowledges that it is familiar with Section 1542 of the California Civil Code, which states as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT

THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

All rights under Section 1542 of the California Civil Code, or any analogous state or federal law, are hereby expressly WAIVED and RELINQUISHED by each Party. In connection with such waiver and relinquishment, each of the Parties hereby acknowledges and understands that it is executing and delivering this Agreement with full knowledge of any and all rights that each Party may have with respect to the claims resolved hereby.

7. No Admission of Liability. This Agreement does not constitute an admission or concession of liability by Powin, ACE, or the Committee on account of any claim by or other obligations that may be allegedly owed to ACE.

8. Miscellaneous.

a. *One Writing/Integration*. This Agreement constitutes the full, complete, and entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes any and all prior oral and written understandings, agreements, and arrangements between them, whether oral or written, express or implied, including, but not limited to the *Notice of Settled Priority Claims* filed by Powin with the Plan Supplement on November 8, 2025. There are no other agreements, covenants, promises, or arrangements between the Parties other than those set forth herein. There is no other consideration for this Agreement other than the consideration set forth in this Agreement.

b. *Governing Law*. This Agreement shall be construed in accordance with and governed by the laws of the State of New York and the Bankruptcy Code.

c. *Jurisdiction*. The Parties expressly acknowledge and agree that the Bankruptcy Court shall retain exclusive jurisdiction to hear and determine any and all disputes, claims, controversies, or causes of action arising out of, relating to, or in connection with this Agreement, its negotiation, execution, performance, enforcement, or interpretation, including, without limitation, any dispute concerning the validity, scope, meaning, or effect of any of its provisions.

d. *Reservation of Rights*. The Parties reserve all rights and defenses provided to them under the Bankruptcy Code except as otherwise stated herein.

e. *Amendment, Modification, Waiver*. This Agreement may be amended, altered, modified, or waived, in whole or in part, only in a writing executed by the Parties to this Agreement. This Agreement may not be orally amended, altered, modified, or waived, in whole or in part. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof

shall constitute a waiver of any such breach of any other covenant, duty, agreement, or condition.

f. *Counterparts*. This Agreement may be executed in one or more original counterparts, all of which together shall constitute one and the same instrument.

g. *No Third Party Beneficiaries*. Except as may be specifically set forth in this Agreement, nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party, nor give any third persons any right of subrogation or action against any Party.

h. *Authority*. By executing below, each Party represents that it has the requisite authority to enter into an implement all terms of this Agreement.

i. *Severability*. In the event of any invalidity or unenforceability of any portion of this Agreement, as determined by a final judgment of the Bankruptcy Court, the remainder of this Agreement shall remain in full force and effect.

[*remainder of page left intentionally blank*]

Execution Version

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the Execution Date of this Agreement as set forth above.

Powin, LLC

By: Signed by: Gerard Uzzi C93308232 1E44B5...
Name: Gerard Uzzi
Title: Chief Restructuring Officer

ACE Engineering and Co., Ltd.

By: _____
Name:
Title:

The Official Committee of Unsecured Creditors of Powin, LLC

By: */s/ Kenneth J. Aulet*
Name: Kenneth J. Aulet
Title: Counsel to the Committee

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the Execution Date of this Agreement as set forth above.

Powin, LLC

By: _____
Name:
Title:

ACE Engineering and Co., Ltd.

By: Signed by: Carl Kim 090101B0E93A42E...
Name: Carl Kim
Title: Head of U.S. Operations

The Official Committee of Unsecured Creditors of Powin, LLC

By: _____
Name:
Title:

Exhibit 22

(Declaration Of Darlene S. Calderon With Respect To The Tabulation Of Votes On The Joint Combined Disclosure Statement And Chapter 11 Plan Of Liquidation Of Powin, LLC And Affiliates Thereof And The Official Committee Of Unsecured Creditors)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re: Powin, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-16137 (MBK) (Jointly Administered)

DECLARATION OF DARLENE S. CALDERON WITH RESPECT TO THE TABULATION OF VOTES ON THE JOINT COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN OF LIQUIDATION OF POWIN, LLC AND AFFILIATES THEREOF AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

I, Darlene S. Calderon, depose and say under the penalty of perjury:

1. I am a Director of Corporate Restructuring employed by Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), whose main business address is 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, California 90245.

2. I submit this declaration (this "Declaration") regarding the solicitation and tabulation of Ballots cast on the *Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof and the Official Committee of Unsecured Creditors* [Docket No. 942] (the "Plan"),[2] except as otherwise noted, all facts set forth herein are based on my personal knowledge, knowledge that I acquired from individuals under my supervision, and my review 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]; (xii) Powin Canada B.C. Ltd. [2239] and Powin EKS SellCo, LLC [9110]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

[2] Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Plan, or if not defined therein, in the Solicitation Procedures Order (as defined below).

relevant documents. I am authorized to submit this Declaration on behalf of Verita. If I were called to testify, I could and would testify competently as to the facts set forth herein.

3. The Court authorized Verita's retention (a) as claims and noticing agent to the Debtors on June 13, 2025 pursuant to the *Order Authorizing the Appointment of Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date* [Docket No. 66], and (b) as administrative advisor to the Debtors on July 24, 2025 pursuant to the *Order Authorizing the Employment and Retention of Kurtzman Carson Consultants, LLC dba Verita Global as Administrative Advisor Effective as of June 17, 2025* [Docket No. 500] (together, the "Retention Orders"). The Retention Orders authorize Verita to assist the Debtors with, among other things, the service of solicitation materials and tabulation of votes cast to accept or reject the Plan. Verita and its employees have considerable experience in soliciting and tabulating votes to accept or reject chapter 11 plans.

4. On October 14, 2025, the Court entered the *Order Approving (I) the Adequacy of the Disclosure Statement on Conditional Basis, (II) the Solicitation and Notice Procedures, (III) the Forms of Ballots and Notices in Connection Therewith, and (IV) Certain Dates with Respect Thereto* [Docket No. 939] (the "Solicitation Procedures Order"), establishing, among other things, the Solicitation Procedures. Verita adhered to the procedures outlined in the Solicitation Procedures Order and caused the Ballots to be distributed to parties entitled to vote on the Plan. I supervised the solicitation and tabulation performed by Verita's employees.

5. The procedures for the solicitation and tabulation of votes on the Plan are outlined in the Solicitation Procedures Order. Verita relied on the Debtors' Schedules of Assets and Liabilities and the register of filed proofs of claim, to identify and solicit Holders of Claims and Interests in the Voting and Non-Voting Classes. In addition, Verita consulted with the Plan Proponents, as appropriate, to ensure compliance with the Solicitation Procedures Order.

A. Service and Transmittal of Solicitation Packages and Related Information.

6. Pursuant to the Solicitation Procedures Order, on October 20, 2025, Verita caused the Solicitation Packages to be served on all known holders of Claims in Class 3 (WARN Act Claims), Class 4 (Settled Priority Claims), and Class 5 (General Unsecured Claims) (collectively, the "Voting Classes"). In lieu of a Solicitation Package, all known holders of Claims or Interest in Class 1 (Priority Non-Tax Claims) and Class 2 (Other Secured Claims) (collectively, the "Non-Voting Classes") and all Holders of Claims or Interests not entitled to Vote on the Plan received the Notice of Non-Voting Status (including the Release Opt-Out Election Form as Exhibit A), Plan, Solicitation Procedures Order (without exhibits), Solicitation and Voting Procedures, and Confirmation Hearing Notice. Furthermore, Verita caused the Confirmation Hearing Notice to be served on the creditor matrix and all other parties required to receive such notice pursuant to the Solicitation Procedures Order. A certificate of service evidencing the foregoing was filed with the Court on October 29, 2025 [Docket No. 1003].

7. On October 17, 2025, Verita posted links to the electronic versions of the Plan, Solicitation Procedures Order (without exhibits), Cover Letter, Instruction Letter, Solicitation and Voting Procedures, and Confirmation Hearing Notice on the public access website at https://www.veritaglobal.net/powin.

8. Verita also forwarded Solicitation Packages and Confirmation Hearing Notices to voting and creditor matrix parties, as applicable, whose packages were returned with a forwarding address or if an alternate address was available. The supplemental certificates of service evidencing the foregoing were filed with the Court on November 17, 2025 [Docket Nos. 1067, 1068] (together with the certificates of service filed on October 29, 2025 and November 17, 2025 collectively, the "Solicitation Certificates").

B. The Tabulation Process.

9. The Solicitation Procedures Order established October 10, 2025 as the Voting Record Date to determine which holders of Claims and Interests were entitled to receive the Solicitation Package, Notice of Non-Voting Status (including the Release Opt-Out Election Form), or the Confirmation Hearing Notice, as applicable. Pursuant to the Solicitation Procedures Order, holders of Claims in Class 3 (WARN Act Claims), Class 4 (Settled Priority Claims), and Class 5 (General Unsecured Claims) were entitled to vote to accept or reject the Plan. No other Classes were entitled to vote on the Plan.

10. In accordance with the Solicitation Procedures, Verita worked closely with the Plan Proponents to identify the holders of Claims in the Voting Classes entitled to vote as of the Voting Record Date, and to coordinate the distribution of Solicitation Packages to such holders. A detailed description of Verita's distribution of Solicitation Packages is set forth in the Solicitation Certificates.

11. In accordance with the Solicitation Procedures, Verita received, reviewed, determined the validity of, and tabulated the Ballots submitted to vote on the Plan. Each Ballot submitted to Verita was date-stamped, scanned, assigned a Ballot number, entered into Verita's voting database, and processed. To be included in the tabulation results as valid, a Ballot must have been (a) properly completed pursuant to the Solicitation Procedures, (b) executed by the relevant holder entitled to vote on the Plan (or such holder's representative), (c) returned to Verita via an approved method of delivery set forth in the Solicitation Procedures unless the delivery method requirement was waived by the Debtors, and (d) received by Verita on or before the Voting Deadline (*i.e.*, 4:00 p.m. (prevailing Eastern Time) on November 18, 2025), which was established by the Solicitation Procedures Order.

12. All validly executed Ballots cast by holders of Claims entitled to vote in the Voting Classes received by Verita on or before the Voting Deadline were tabulated in accordance with the Solicitation Procedures.

13. The final tabulation of votes cast by timely and properly completed Ballots received by Verita is attached hereto as **Exhibit A**. The detailed Ballot reports for the Class 3 (WARN Act Claims), Class 4 (Settled Priority Claims), and Class 5 (General Unsecured Claims) Ballots are attached hereto as **Exhibit A-1**, **Exhibit A-2**, and **Exhibit A-3** respectively.

C. Ballots That Were Not Counted.

14. A report of any Ballots from parties in the Voting Classes excluded from the final tabulation, and the reasons for exclusion of such Ballots, is attached hereto as **Exhibit B**. All such Ballots were not counted because they did not satisfy the requirements for a valid Ballot set forth in the Solicitation Procedures Order.

D. Opt-Out Election.

15. Verita also reviewed and documented elections submitted on (i) Ballots from holders of Claims in the Voting Classes that checked the box on such Ballot to opt out of the Third Party Release, and if applicable, opt out of the Direct Claims Trust, and on (ii) the Notice of Non-Voting Status (with Opt-Out Election Form). A report of all parties who opted out of the Third Party Release and/or the Direct Claims Trust by checking the related opt-out box is attached hereto as **Exhibit C**. For the avoidance of doubt, this Declaration does not certify the validity or enforceability of any opt-out elections received, including those reported on **Exhibit C**, but rather is providing these opt-out election results for reporting and informational purposes only.

E. Conclusion.

16. To the best of my knowledge, information and belief, the foregoing information concerning the distribution, submission, and tabulation of Ballots in connection with the Plan is true

and correct. The Ballots received by Verita are stored at Verita's office and are available for inspection by or submission to this Court.

Dated: November 21, 2025

/s/ Darlene S. Calderon
Darlene S. Calderon
Verita
222 N Pacific Highway, 3rd Floor
El Segundo, CA 90245

Exhibit A

Exhibit A
Ballot Tabulation Summary

Class	Class Description	Ballots Not Tabulated	Members Voted	Members Accepted	Members Rejected	% Members Accepted	% Members Rejected	Total $ Voted	$ Accepted	$ Rejected	% $ Accepted	% $ Rejected	Voting Result
3	WARN Act Claims	1	60	59	1	98.33%	1.67%	$1,545,070.79	$1,527,920.79	$17,150.00	98.89%	1.11%	**Accept**
4	Settled Priority Claims	0	6	6	0	100.00%	0.00%	$16,037,421.80	$16,037,421.80	$0.00	100.00%	0.00%	**Accept**
5	General Unsecured Claims	11	137	123	14	89.78%	10.22%	$798,123,530.91	$578,108,577.35	$220,014,953.56	72.43%	27.57%	**Accept**

Exhibit A-1

Exhibit A-1
Class 3 Ballot Detail
WARN Act Claims

Creditor Name	Date Received	Ballot No.	Voting Amount	Vote
Anastasia Kornilova	10/20/2025	9	$20,731.20	Accept
Baldwin, Evon	10/26/2025	21	$26,430.13	Accept
Belvin, Madeline	10/20/2025	1	$1,212.25	Accept
Boman, Jeffrey	11/18/2025	237	$3,027.34	Accept
Brian Cutler	10/20/2025	5	$9,280.00	Accept
Brian L Henderson	10/29/2025	81	$17,150.00	Reject
Bryan Bates	10/25/2025	22	$21,000.00	Accept
Carrie Mantel	11/04/2025	97	$54,230.76	Accept
Cody Hohenshelt	10/21/2025	13	$9,350.00	Accept
Daniel Brent Barnes	11/18/2025	234	$30,769.23	Accept
Darren Yaoshun Ting	10/20/2025	3	$22,153.85	Accept
Diop, Alexander	10/20/2025	4	$14,638.40	Accept
Douglas Blake Frye	11/01/2025	88	$43,200.00	Accept
Fencl, Ramsay A.	11/02/2025	91	$13,860.00	Accept
Garay, Ana	11/14/2025	155	$17,820.00	Accept
Green, Lauren N.	10/21/2025	8	$27,500.00	Accept
Hicks, Leesa	10/28/2025	78	$34,615.38	Accept
Huntoon, Sam	11/17/2025	157	$20,096.15	Accept
Ismario G. Gonzalez	11/08/2025	111	$43,684.44	Accept
James Viebrock	11/11/2025	123	$16,858.96	Accept
Jedrzejewski, John T.	11/13/2025	141	$31,259.52	Accept
Jeffrey Boman	11/18/2025	238	$42,851.12	Accept
Jones, Kathy	10/21/2025	15	$20,912.64	Accept
Joseph, Kendra	11/12/2025	132	$22,089.75	Accept
Joshua Little	11/12/2025	134	$17,150.00	Accept
Kajiya, Mayling	10/21/2025	11	$21,198.00	Accept
Kelsi G Jordan	11/12/2025	137	$12,000.00	Accept
Kevin Bushway	11/01/2025	87	$17,150.00	Accept
Kristine Ann Weaver	10/21/2025	14	$35,959.68	Accept
Lanzone, Joseph	10/21/2025	10	$15,961.60	Accept
LaTray, Jeffrey	11/11/2025	125	$29,706.13	Accept
Lease, Scott	11/14/2025	152	$9,280.00	Accept
Littlehales, Bethany	11/10/2025	122	$65,025.00	Accept
Luis Santiago	10/21/2025	18	$34,300.00	Accept
Madden, Gordon E.	10/20/2025	7	$16,923.08	Accept
Mark Jebb	11/10/2025	112	$26,395.92	Accept
McClendon, Lisa	11/10/2025	116	$30,669.83	Accept
McGuckin, Daniel	10/21/2025	16	$45,000.00	Accept
Mercedes Ferris	11/12/2025	133	$12,435.90	Accept
Michael Ferrigno	11/06/2025	104	$19,053.44	Accept
Michael Robert Coyne	10/28/2025	77	$39,998.40	Accept
Michael Swanson	11/11/2025	130	$53,297.64	Accept
Michelle Meyer	11/11/2025	124	$34,200.00	Accept
Mohammednur, Mohammed	11/02/2025	93	$25,133.33	Accept
Mussett, Samuel	11/12/2025	131	$31,232.87	Accept
Nathan Joel Moes	10/20/2025	2	$15,692.32	Accept
Peter Brody-Moore	11/08/2025	110	$15,461.54	Accept
Powell, Joseph	11/08/2025	109	$30,580.00	Accept

Exhibit A-1
Class 3 Ballot Detail
WARN Act Claims

Creditor Name	Date Received	Ballot No.	Voting Amount	Vote
Ramirez, Gilberto	11/18/2025	236	$16,809.92	Accept
Remo Dinverno	10/28/2025	69	$16,095.20	Accept
Richard Fencl	10/30/2025	84	$34,250.00	Accept
Roelle, Tyler D.	10/20/2025	6	$18,177.60	Accept
Rose, Anthony	10/24/2025	20	$21,151.65	Accept
Rossi, Greggory	11/04/2025	96	$116,480.00	Accept
Saitov, Artem	10/28/2025	68	$16,775.19	Accept
Sara Spring	11/03/2025	95	$19,820.00	Accept
Stellhorn, Ryan A.	10/24/2025	17	$22,500.00	Accept
Tanya Jackson	10/21/2025	12	$18,361.53	Accept
Torres Guerra, Juan C.	10/21/2025	19	$2,170.65	Accept
Trombley, Robert	11/07/2025	108	$23,953.25	Accept
	TOTAL:	**Accept**	**$1,527,920.79**	**59**
		Reject	**$17,150.00**	**1**

Exhibit A-2

Exhibit A-2
Class 4 Ballot Detail
Settled Priority Claims

Creditor Name	Date Received	Ballot No.	Voting Amount	Vote
ACE Engineering and Co. Ltd.	11/18/2025	239	$13,520,599.26	Accept
Allied High Tech Products, Inc	10/21/2025	24	$872.00	Accept
Euler Hermes Agent for Clean Energy Services CES LLC	10/21/2025	25	$2,446,706.54	Accept
Gary D. Sieg	11/12/2025	138	$25,521.60	Accept
Georgian Bay Fire & Safety Ltd.	10/24/2025	43	$1,382.04	Accept
Resilience360 Inc., d/b/a Everstream Analytics	10/24/2025	45	$42,340.36	Accept
	TOTAL:	**Accept**	**$16,037,421.80**	**6**
		Reject	**$0.00**	**0**

Exhibit A-3

Exhibit A-3
Class 5 Ballot Detail
General Unsecured Claims

Creditor Name	Date Received	Ballot No.	Voting Amount	Vote
2325016 ONTARIO INC.	11/18/2025	227	$152,818.80	Accept
Accurate Employment Screening, LLC	10/23/2025	50	$1,699.81	Accept
ACE Engineering and Co. Ltd.	11/18/2025	256	$96,817,044.22	Accept
AMEX TRS Co., Inc.	11/12/2025	126	$1,539.38	Accept
Angelo Storage, LLC	11/17/2025	195	$10,280,025.00	Accept
ARAMARK Refreshments Services, LLC	10/27/2025	56	$57,540.87	Reject
ArentFox Schiff LLP	11/18/2025	244	$122,873.50	Accept
Arrow Canyon Solar, LLC	11/13/2025	142	$58,861,889.74	Accept
ASD Wallum MA Solar LLC	11/18/2025	251	$16,244.00	Accept
Ashbaugh Energy Consulting	11/18/2025	229	$1,492,526.89	Accept
Babcock, Mark	11/17/2025	187	$163,498.03	Accept
Bender Electronics Inc.	10/23/2025	47	$2,095.00	Accept
BHER Ravenswood Solar 1, LLC	11/18/2025	219	$103,094,805.42	Reject
BigBeau Solar, LLC	11/13/2025	146	$34,865,270.02	Accept
BNSF Logistics, LLC	11/12/2025	136	$675.00	Accept
Campeau, Zachary L.	11/17/2025	185	$23,745.74	Accept
Cardinal Utility Construction, Inc	11/17/2025	196	$1,918.68	Accept
Celestica LLC	11/14/2025	156	$37,849,513.57	Accept
Cepas Odriozola, Oscar	11/17/2025	181	$155,074.11	Accept
City Wide Facility Solutions	11/17/2025	202	$11,755.29	Accept
Clean Energy Services CES LLC	11/10/2025	118	$10,434,245.41	Accept
ConductorOne, Inc.	11/18/2025	255	$27,000.00	Accept
Contemporary Amperex Technology Co., Limited	11/18/2025	220	$35,280,167.37	Accept
Contemporary Nebula Technology Energy Co., Ltd.	11/16/2025	161	$4,252,505.17	Accept
Cornerstone Web Studio LLC.	10/24/2025	54	$800.00	Accept
CS Energy, LLC	11/18/2025	242	$3,330,000.00	Reject
CT Corporation	10/20/2025	26	$2,833.69	Accept
David H Schroeder	10/21/2025	40	$8,820.00	Accept
Delta Dental Plan of Oregon	11/13/2025	140	$30,001.56	Accept
Dennis, Marcus E.	11/18/2025	246	$5,896.40	Accept
Desert Quartzite, LLC	11/13/2025	143	$72,414,245.57	Accept
Dinesh Mahtani Chandiramani	11/17/2025	190	$43,631.94	Accept
DNV Energy USA Inc.	11/12/2025	127	$385,393.31	Accept
DNV Maritime and Energy S.L.U.	11/12/2025	128	$21,130.01	Accept
DTE Electric Company	11/17/2025	214	$21,412,229.37	Reject
E.ON Interactive Design, Inc.	10/21/2025	31	$3,630.00	Accept
Ellis Creek LLC dba Ellis Creek Photography	10/21/2025	28	$1,600.00	Accept
Elmbrook Solar, LLC	11/18/2025	249	$23,898.00	Accept
Enel Produzione S.p.A	11/17/2025	193	$9,714,918.05	Reject
Energy Security Agency	11/01/2025	94	$504,955.13	Accept
Energy Storage Response Group LLC	10/28/2025	72	$106,585.28	Accept
Eric D. Stone	11/02/2025	90	$6,346.16	Accept
ET Global	11/06/2025	105	$143,658.58	Accept
Euler Hermes Agent for Clean Energy Services CES LLC	10/21/2025	37	$6,986,341.56	Accept
Euler Hermes Agent for ONLOGIC, INC.	10/21/2025	36	$16,605.00	Accept
Eurogility SL	10/21/2025	27	$6,542.50	Accept
Export Internet Trade Systems, Inc.	10/27/2025	58	$14,500.00	Accept

Exhibit A-3
Class 5 Ballot Detail
General Unsecured Claims

Creditor Name	Date Received	Ballot No.	Voting Amount	Vote
Expresso Building Services LLC	11/02/2025	92	$3,160.00	Accept
Festival Hydro Inc.	10/21/2025	32	$61,005.37	Accept
FLEXOO GmbH	10/30/2025	82	$31,279.69	Accept
Formosa Electronic Industries, Inc.	11/18/2025	240	$6,748,001.72	Accept
Fort River Solar 2, LLC	11/18/2025	245	$742,277.00	Accept
Francisco de Paula Guerrero de Leste	11/17/2025	198	$44,577.31	Accept
Front Range-Midway Solar Project, LLC	11/16/2025	160	$2,883,134.51	Accept
Gayton, Jason	10/27/2025	70	$23,234.65	Accept
GIC New York Inc.	11/18/2025	248	$2,547.23	Accept
GilbertS2 LLC	10/21/2025	39	$15,474.74	Accept
GISI Marketing Group	10/21/2025	38	$1,349.73	Accept
GoEngineer, LLC	10/22/2025	46	$12,262.00	Accept
Goriachek, Tetiana	11/17/2025	233	$12,215.47	Accept
Great Kiskadee Storage, LLC	11/17/2025	197	$10,568,251.20	Accept
GreEnergy Resources, LLC	10/27/2025	55	$4,217,972.17	Accept
GTI Energy, LLC	10/24/2025	53	$147,652.38	Accept
GTI Fabrication	10/24/2025	52	$51,584.45	Accept
Hub @ 202 Ownco, LLC	11/18/2025	223	$4,967.90	Accept
Industrial Fans Direct	10/23/2025	49	$3,394.62	Accept
IOActive Inc	10/28/2025	76	$41,472.00	Accept
Jouve Alonso, Ignacio	11/17/2025	182	$18,808.45	Accept
KCE TX 2, LLC	11/18/2025	218	$2,756,624.95	Accept
KCE TX 7, LLC	11/18/2025	215	$1,865,826.68	Accept
KCE TX 8, LLC	11/18/2025	224	$1,831,956.88	Accept
Klarquist Sparkman, LLP	11/18/2025	241	$90,404.94	Accept
LandCare USA LLC	11/05/2025	101	$5,794.75	Accept
Lateralworks	10/21/2025	35	$163,681.28	Accept
Leeward Renewable Energy, LLC	11/18/2025	225	$23,962,662.07	Reject
Lerno, Jeffrey	11/18/2025	252	$7,465.40	Accept
Longroad Development Company, LLC	11/18/2025	226	$41,342,192.58	Reject
Mackenzie Engineering Inc.	10/21/2025	33	$40,337.21	Accept
Mainz Brady Group, Inc.	11/07/2025	107	$516,948.16	Accept
Maria Del Carmen Martinez Lamela	11/16/2025	158	$9,521.44	Accept
Martin Gurrea, Eduardo	11/16/2025	159	$8,558.90	Accept
Matrix Networks	11/10/2025	117	$445,152.06	Accept
Maverick Solar 6, LLC	11/13/2025	147	$38,787,975.52	Accept
MECOP Inc.	10/21/2025	41	$4,800.00	Accept
Michael A McHargue	11/17/2025	192	$28,879.10	Accept
Michael J. Wietecki	10/31/2025	86	$36,000.00	Accept
MMI-Machineworks LLC	11/13/2025	149	$625,620.58	Accept
Moxa Americas Inc.	10/31/2025	85	$174,342.94	Accept
Nicholas John Hyner	11/17/2025	188	$25,334.85	Accept
Northstar Energy Management, LLC	11/17/2025	217	$303,903.00	Accept
Oak Hill Solar 1 LLC	11/18/2025	250	$108,203.00	Accept
Oak Hill Solar 2 LLC	11/18/2025	243	$22,832.00	Accept
ORR Protection Systems, Inc.	11/17/2025	191	$789,591.24	Accept
Pablo Herrero Montalar	11/17/2025	184	$31,880.45	Accept
Paligo AB	11/04/2025	98	$1,683.95	Accept

Exhibit A-3
Class 5 Ballot Detail
General Unsecured Claims

Creditor Name	Date Received	Ballot No.	Voting Amount	Vote
Pearce Services, LLC	11/17/2025	200	$3,782,389.86	Accept
PEP Printing dba Premier Press	10/23/2025	51	$925.00	Accept
Pilar Aleu Armendariz	11/17/2025	183	$1,730.84	Accept
Pioneer Packaging	10/21/2025	34	$9,421.12	Accept
Poblano Energy Storage, LLC	11/18/2025	232	$11,533,709.16	Reject
PuYuan Green Energy Inc.	11/09/2025	114	$727,434.97	Accept
PV Trade Media LLC	10/22/2025	44	$2,500.00	Accept
Qingdao CIMC-POWIN New Energy Technology Co., Ltd.	11/16/2025	153	$87,139,480.85	Accept
Raindrop Supply Inc.	11/02/2025	89	$4,400.45	Accept
ReliaStar Life Insurance Company d/b/a Voya Financial	11/17/2025	201	$197,389.26	Reject
Renewable Northwest Project	10/28/2025	73	$9,000.00	Accept
RES Energy Global Services, S.L.U.	11/07/2025	106	$50,761.51	Accept
Ressler, Kristian	10/22/2025	48	$32,762.80	Accept
Royal Refresh	10/21/2025	42	$1,750.63	Accept
Rubicon Professional Services, LLC	11/17/2025	216	$1,752,614.00	Reject
Ryan Brady	11/05/2025	102	$72,460.00	Accept
Saiz Jimenez, German	11/17/2025	189	$7,909.44	Accept
Schefter, William	11/07/2025	113	$7,707.20	Accept
Sentek Dynamics Inc.	10/28/2025	75	$18,300.00	Accept
SIBA LLC	10/30/2025	83	$415,187.52	Accept
Slalom, Inc.	11/17/2025	205	$175,000.00	Accept
Solar Star 3, LLC	11/18/2025	212	$1,821,799.78	Reject
Solar Star 4, LLC	11/18/2025	209	$1,660,215.83	Reject
Spark Power Renewables USA Inc.	11/17/2025	194	$2,509,791.50	Accept
Specified Technologies Inc.	11/18/2025	213	$1,087,403.71	Accept
Sungrid Corp	10/28/2025	71	$905,548.12	Accept
Swaim, Brian	11/10/2025	115	$9,773.08	Accept
Sylvester, Kathleen	11/12/2025	135	$3,029.60	Accept
Tarek Kanso dba Poler Werks LLC dba PolarX	11/17/2025	211	$75,000.00	Accept
Tariq Sheikh	11/17/2025	204	$4,090.28	Reject
Taylor Stewart	10/29/2025	79	$1,000.00	Accept
Tech Heads, Inc.	11/13/2025	150	$188,009.48	Accept
The Sleeper Group, LLC	10/21/2025	30	$5,273.26	Accept
Turner, Ryan	11/05/2025	100	$36,923.08	Accept
Uline	11/17/2025	199	$49,986.16	Accept
Ultra Corpotech Private Limited	11/18/2025	228	$8,405,817.78	Accept
VESI 12 LLC	11/13/2025	145	$20,000,000.00	Accept
Vicente Aguilar Camps	11/17/2025	186	$29,769.38	Accept
Ware Palmer Road Solar LLC	11/18/2025	247	$5,277.00	Accept
Weifang Genius Electronics Co., Ltd.	11/17/2025	162	$1,239,871.72	Accept
West Columbia Storage LLC Wholly Owned Subsidiary of GlidePath Power Solutions LLC	11/18/2025	235	$5,237,500.00	Accept
Wilson Fire Equipment and Service Co., Inc.	11/13/2025	148	$130,786.89	Reject
	TOTAL:	**Accept**	**$578,108,577.35**	**123**
		Reject	**$220,014,953.56**	**14**

Exhibit B

Exhibit B

Ballots Excluded from Tabulation

Creditor Name	Date Received	Ballot No.	Voting Amount	Vote	Class	Reason Not Tabulated
Control Fire Systems	10/21/2025	29	$16,020.76	Abstain	5 General Unsecured Claims	Abstained
Experience Knowledge Strategy, S.L.	11/11/2025	121	$6,458,728.69	Abstain	5 General Unsecured Claims	Abstained
Idaho Power Company	11/13/2025	144	$31,462,279.00	Abstain	5 General Unsecured Claims	Abstained
Kirkland & Ellis LLP	11/13/2025	139	$143,571.25	Abstain	5 General Unsecured Claims	Abstained
Lone Star Solar, LLC	11/18/2025	208	$13,178,900.06	Abstain	5 General Unsecured Claims	Abstained
Mitsubishi Power Americas, Inc.	11/18/2025	222	$29,056,419.78	Abstain	5 General Unsecured Claims	Abstained
Oracle America, Inc., Successor in Interest to NetSuite, Inc.	11/17/2025	203	$209,374.34	Abstain	5 General Unsecured Claims	Abstained
Prevalon Energy LLC	11/18/2025	210	$29,056,419.78	Abstain	5 General Unsecured Claims	Abstained
Rotundo, Michael	10/27/2025	23	$35,592.78	Abstain	3 WARN Act Claims	Abstained
West Warwick Energy Storage 1 LLC	11/18/2025	230	$594,048.87	Abstain	5 General Unsecured Claims	Abstained
West Warwick Energy Storage 2 LLC	11/18/2025	221	$594,048.87	Abstain	5 General Unsecured Claims	Abstained
West Warwick Energy Storage 3 LLC	11/18/2025	231	$594,048.87	Abstain	5 General Unsecured Claims	Abstained

Exhibit C

Exhibit C
Opt-Out Summary

Creditor Name	Date Received	Ballot No.	Voting Amount	Vote	Class	Opt Out of Third Party Release	Opt Out of Direct Claims Trust
Allen, Michelle Z.	10/23/2025	64	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
AMEX TRS Co., Inc.	11/12/2025	126	$1,539.38	Accept	5 General Unsecured Claims	Yes	Yes
Anastasia Kornilova	10/20/2025	9	$20,731.20	Accept	3 WARN Act Claims	Yes	
Angelo Storage, LLC	11/17/2025	195	$10,280,025.00	Accept	5 General Unsecured Claims	Yes	
ARAMARK Refreshments Services, LLC	10/27/2025	56	$57,540.87	Reject	5 General Unsecured Claims	Yes	Yes
Arrow Canyon Solar, LLC	11/13/2025	142	$58,861,889.74	Accept	5 General Unsecured Claims		Yes
Babcock, Mark	11/17/2025	171	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Babcock, Mark	11/17/2025	187	$163,498.03	Accept	5 General Unsecured Claims	Yes	
BHER Ravenswood Solar 1, LLC	11/18/2025	219	$103,094,805.42	Reject	5 General Unsecured Claims	Yes	Yes
BigBeau Solar, LLC	11/13/2025	146	$34,865,270.02	Accept	5 General Unsecured Claims		Yes
Brian L Henderson	10/29/2025	81	$17,150.00	Reject	3 WARN Act Claims	Yes	Yes
Campeau, Zachary L.	11/17/2025	169	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Campeau, Zachary L.	11/17/2025	185	$23,745.74	Accept	5 General Unsecured Claims	Yes	
Celestica LLC	11/14/2025	156	$37,849,513.57	Accept	5 General Unsecured Claims	Yes	
Cepas Odriozola, Oscar	11/17/2025	179	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Cepas Odriozola, Oscar	11/17/2025	181	$155,074.11	Accept	5 General Unsecured Claims	Yes	
Christian Osiris Villapando	11/11/2025	119	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Contemporary Amperex Technology Co., Limited	11/18/2025	207	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Contemporary Amperex Technology Co., Limited	11/18/2025	220	$35,280,167.37	Accept	5 General Unsecured Claims	Yes	
Contemporary Nebula Technology Energy Co., Ltd.	11/16/2025	161	$4,252,505.17	Accept	5 General Unsecured Claims	Yes	
Crowley, Kevin	10/26/2025	66	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
CS Energy, LLC	11/18/2025	242	$3,330,000.00	Reject	5 General Unsecured Claims	Yes	Yes
Darren Yaoshun Ting	10/20/2025	3	$22,153.85	Accept	3 WARN Act Claims	Yes	
Davinson, Frederick W.	11/05/2025	61	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Dennis, Marcus E.	11/18/2025	254	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Dennis, Marcus E.	11/18/2025	246	$5,896.40	Accept	5 General Unsecured Claims	Yes	
Desert Quartzite, LLC	11/13/2025	143	$72,414,245.57	Accept	5 General Unsecured Claims		Yes
Dinesh Mahtani Chandiramani	11/17/2025	170	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Dinesh Mahtani Chandiramani	11/17/2025	190	$43,631.94	Accept	5 General Unsecured Claims	Yes	
DNV Maritime and Energy S.L.U.	11/12/2025	128	$21,130.01	Accept	5 General Unsecured Claims		Yes
DTE Electric Company	11/17/2025	214	$21,412,229.37	Reject	5 General Unsecured Claims	Yes	Yes
Emery Ingham	11/16/2025	164	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Enel Produzione S.p.A	11/17/2025	193	$9,714,918.05	Reject	5 General Unsecured Claims	Yes	
Energy Security Agency	11/01/2025	94	$504,955.13	Accept	5 General Unsecured Claims	Yes	Yes
Energy Storage Response Group LLC	10/28/2025	72	$106,585.28	Accept	5 General Unsecured Claims	Yes	Yes
Eric D. Stone	11/02/2025	90	$6,346.16	Accept	5 General Unsecured Claims	Yes	

Exhibit C
Opt-Out Summary

Creditor Name	Date Received	Ballot No.	Voting Amount	Vote	Class	Opt Out of Third Party Release	Opt Out of Direct Claims Trust
Experience Knowledge Strategy S.L. (EKS)/Hitachi Energy	11/11/2025	120	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Experience Knowledge Strategy, S.L.	11/11/2025	121	$6,458,728.69	Abstain	5 General Unsecured Claims	Yes	Yes
Formosa Electronic Industries, Inc.	11/18/2025	253	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Formosa Electronic Industries, Inc.	11/18/2025	240	$6,748,001.72	Accept	5 General Unsecured Claims	Yes	
Francisco de Paula Guerrero de Leste	11/17/2025	178	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Francisco de Paula Guerrero de Leste	11/17/2025	198	$44,577.31	Accept	5 General Unsecured Claims	Yes	
Front Range-Midway Solar Project, LLC	11/16/2025	160	$2,883,134.51	Accept	5 General Unsecured Claims	Yes	
Garay, Ana	11/14/2025	155	$17,820.00	Accept	3 WARN Act Claims	Yes	
Gayton, Jason	10/27/2025	70	$23,234.65	Accept	5 General Unsecured Claims	Yes	Yes
Gayton, Jason	10/27/2025	74	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Georgian Bay Fire & Safety Ltd.	10/24/2025	43	$1,382.04	Accept	4 Settled Priority Claims	Yes	
GIC New York Inc.	11/18/2025	248	$2,547.23	Accept	5 General Unsecured Claims	Yes	Yes
GLAS USA LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT	11/17/2025	177	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Goriachek, Tetiana	11/17/2025	166	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Goriachek, Tetiana	11/17/2025	233	$12,215.47	Accept	5 General Unsecured Claims	Yes	
Great Kiskadee Storage, LLC	11/17/2025	197	$10,568,251.20	Accept	5 General Unsecured Claims	Yes	
Hub @ 202 Ownco, LLC	11/18/2025	223	$4,967.90	Accept	5 General Unsecured Claims	Yes	Yes
Huntoon, Sam	11/17/2025	157	$20,096.15	Accept	3 WARN Act Claims	Yes	Yes
Idaho Power Company	11/13/2025	144	$31,462,279.00	Abstain	5 General Unsecured Claims	Yes	Yes
James Viebrock	11/11/2025	123	$16,858.96	Accept	3 WARN Act Claims	Yes	Yes
Jared Kalani Empron	11/13/2025	154	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Jedrzejewski, John T.	11/13/2025	141	$31,259.52	Accept	3 WARN Act Claims	Yes	
Joseph, Kendra	11/12/2025	132	$22,089.75	Accept	3 WARN Act Claims	Yes	
Jouve Alonso, Ignacio	11/17/2025	180	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Jouve Alonso, Ignacio	11/17/2025	182	$18,808.45	Accept	5 General Unsecured Claims	Yes	
KCE TX 2, LLC	11/18/2025	218	$2,756,624.95	Accept	5 General Unsecured Claims	Yes	
KCE TX 7, LLC	11/18/2025	215	$1,865,826.68	Accept	5 General Unsecured Claims	Yes	
KCE TX 8, LLC	11/18/2025	224	$1,831,956.88	Accept	5 General Unsecured Claims	Yes	
Kelsi G Jordan	11/12/2025	137	$12,000.00	Accept	3 WARN Act Claims	Yes	Yes
Kerr, Thomas E.	11/17/2025	206	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
King, Kelleah	10/20/2025	57	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Kirkland & Ellis LLP	11/13/2025	139	$143,571.25	Abstain	5 General Unsecured Claims	Yes	Yes
Klarquist Sparkman, LLP	11/18/2025	241	$90,404.94	Accept	5 General Unsecured Claims	Yes	
Kristine Ann Weaver	10/21/2025	14	$35,959.68	Accept	3 WARN Act Claims	Yes	Yes
Kurkas, Valerie J.	10/22/2025	60	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
LandCare USA LLC	11/05/2025	101	$5,794.75	Accept	5 General Unsecured Claims	Yes	
Leeward Renewable Energy, LLC	11/18/2025	225	$23,962,662.07	Reject	5 General Unsecured Claims	Yes	Yes

Exhibit C
Opt-Out Summary

Creditor Name	Date Received	Ballot No.	Voting Amount	Vote	Class	Opt Out of Third Party Release	Opt Out of Direct Claims Trust
Littlehales, Bethany	11/10/2025	122	$65,025.00	Accept	3 WARN Act Claims	Yes	Yes
Lone Star Solar, LLC	11/18/2025	208	$13,178,900.06	Abstain	5 General Unsecured Claims	Yes	Yes
Longroad Development Company, LLC	11/18/2025	226	$41,342,192.58	Reject	5 General Unsecured Claims	Yes	Yes
Luis Santiago	10/21/2025	18	$34,300.00	Accept	3 WARN Act Claims	Yes	Yes
Marcus Pierre Moore	10/20/2025	59	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Maria Antonia Lopez Vazquez	11/17/2025	174	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Maria Del Carmen Martinez Lamela	11/16/2025	163	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Maria Del Carmen Martinez Lamela	11/16/2025	158	$9,521.44	Accept	5 General Unsecured Claims	Yes	
Mark Jebb	11/10/2025	112	$26,395.92	Accept	3 WARN Act Claims	Yes	Yes
Martin Gurrea, Eduardo	11/16/2025	159	$8,558.90	Accept	5 General Unsecured Claims	Yes	Yes
Martin Gurrea, Eduardo	11/17/2025	165	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Maverick Solar 6, LLC	11/13/2025	147	$38,787,975.52	Accept	5 General Unsecured Claims		Yes
McClendon, Lisa	11/10/2025	116	$30,669.83	Accept	3 WARN Act Claims	Yes	Yes
Mercedes Ferris	11/12/2025	133	$12,435.90	Accept	3 WARN Act Claims	Yes	
Michael Robert Coyne	10/28/2025	77	$39,998.40	Accept	3 WARN Act Claims	Yes	
Mitsubishi Power Americas, Inc.	11/18/2025	222	$29,056,419.78	Abstain	5 General Unsecured Claims	Yes	Yes
Moffet, Gayle	10/21/2025	67	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Mussett, Samuel	11/12/2025	131	$31,232.87	Accept	3 WARN Act Claims	Yes	Yes
Nathan Joel Moes	10/20/2025	2	$15,692.32	Accept	3 WARN Act Claims	Yes	
New Hampshire Department of Revenue Administration	10/23/2025	63	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Nicholas John Hyner	11/17/2025	168	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Northstar Energy Management, LLC	11/17/2025	217	$303,903.00	Accept	5 General Unsecured Claims	Yes	Yes
Oracle America, Inc., Successor in Interest to NetSuite, Inc.	11/17/2025	203	$209,374.34	Abstain	5 General Unsecured Claims	Yes	Yes
ORR Protection Systems, Inc.	11/17/2025	191	$789,591.24	Accept	5 General Unsecured Claims	Yes	
Pablo Herrero Montalar	11/17/2025	172	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Pablo Herrero Montalar	11/17/2025	184	$31,880.45	Accept	5 General Unsecured Claims	Yes	
Paligo AB	11/04/2025	98	$1,683.95	Accept	5 General Unsecured Claims	Yes	Yes
Pearce Services, LLC	11/17/2025	200	$3,782,389.86	Accept	5 General Unsecured Claims	Yes	Yes
PEP Printing dba Premier Press	10/23/2025	51	$925.00	Accept	5 General Unsecured Claims	Yes	Yes
Phillips, Kimberly A.	10/23/2025	65	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Pilar Aleu Armendariz	11/17/2025	173	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Pilar Aleu Armendariz	11/17/2025	183	$1,730.84	Accept	5 General Unsecured Claims	Yes	
Pioneer Packaging	10/21/2025	34	$9,421.12	Accept	5 General Unsecured Claims	Yes	Yes
Poblano Energy Storage, LLC	11/18/2025	232	$11,533,709.16	Reject	5 General Unsecured Claims	Yes	Yes
Prevalon Energy LLC	11/18/2025	210	$29,056,419.78	Abstain	5 General Unsecured Claims	Yes	Yes
PuYuan Green Energy Inc.	11/09/2025	114	$727,434.97	Accept	5 General Unsecured Claims	Yes	Yes

Exhibit C
Opt-Out Summary

Creditor Name	Date Received	Ballot No.	Voting Amount	Vote	Class	Opt Out of Third Party Release	Opt Out of Direct Claims Trust
Qingdao CIMC-POWIN New Energy Technology Co., Ltd.	11/16/2025	153	$87,139,480.85	Accept	5 General Unsecured Claims	Yes	Yes
Ramirez, Gilberto	11/18/2025	236	$16,809.92	Accept	3 WARN Act Claims	Yes	Yes
ReliaStar Life Insurance Company d/b/a Voya Financial	11/17/2025	201	$197,389.26	Reject	5 General Unsecured Claims	Yes	Yes
Renewable Northwest Project	10/28/2025	73	$9,000.00	Accept	5 General Unsecured Claims	Yes	Yes
Roelle, Tyler D.	10/20/2025	6	$18,177.60	Accept	3 WARN Act Claims	Yes	
Rubicon Professional Services, LLC	11/04/2025	99	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Rubicon Professional Services, LLC	11/17/2025	216	$1,752,614.00	Reject	5 General Unsecured Claims	Yes	
Saiz Jimenez, German	11/17/2025	176	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Saiz Jimenez, German	11/17/2025	189	$7,909.44	Accept	5 General Unsecured Claims	Yes	
SIBA LLC	10/30/2025	83	$415,187.52	Accept	5 General Unsecured Claims	Yes	
Solar Star 3, LLC	11/18/2025	212	$1,821,799.78	Reject	5 General Unsecured Claims	Yes	Yes
Solar Star 4, LLC	11/18/2025	209	$1,660,215.83	Reject	5 General Unsecured Claims	Yes	Yes
Sonic Systems International LLC	11/11/2025	129	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Spark Power Renewables USA Inc.	11/17/2025	194	$2,509,791.50	Accept	5 General Unsecured Claims	Yes	Yes
Stellhorn, Ryan A.	10/24/2025	17	$22,500.00	Accept	3 WARN Act Claims	Yes	Yes
Tarek Kanso dba Poler Werks LLC dba PolarX	11/17/2025	211	$75,000.00	Accept	5 General Unsecured Claims	Yes	Yes
Tariq Sheikh	11/17/2025	204	$4,090.28	Reject	5 General Unsecured Claims	Yes	Yes
The Sleeper Group, LLC	10/21/2025	30	$5,273.26	Accept	5 General Unsecured Claims	Yes	
Turner, Ryan	11/05/2025	100	$36,923.08	Accept	5 General Unsecured Claims	Yes	Yes
Uline	11/17/2025	199	$49,986.16	Accept	5 General Unsecured Claims	Yes	Yes
Ultra Corpotech Private Limited	11/18/2025	228	$8,405,817.78	Accept	5 General Unsecured Claims	Yes	Yes
VESI 12 LLC	11/13/2025	145	$20,000,000.00	Accept	5 General Unsecured Claims	Yes	Yes
Vicente Aguilar Camps	11/17/2025	175	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Vicente Aguilar Camps	11/17/2025	186	$29,769.38	Accept	5 General Unsecured Claims	Yes	
Weifang Genius Electronics Co., Ltd	11/17/2025	167	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
Weifang Genius Electronics Co., Ltd.	11/17/2025	162	$1,239,871.72	Accept	5 General Unsecured Claims	Yes	
Wen Wu	10/29/2025	80	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	
West Columbia Storage LLC Wholly Owned Subsidiary of GlidePath Power Solutions LLC	11/18/2025	235	$5,237,500.00	Accept	5 General Unsecured Claims	Yes	
West Warwick Energy Storage 1 LLC	11/18/2025	230	$594,048.87	Abstain	5 General Unsecured Claims	Yes	
West Warwick Energy Storage 2 LLC	11/18/2025	221	$594,048.87	Abstain	5 General Unsecured Claims	Yes	
West Warwick Energy Storage 3 LLC	11/18/2025	231	$594,048.87	Abstain	5 General Unsecured Claims	Yes	
Wilson Fire Equipment and Service Co., Inc.	11/13/2025	148	$130,786.89	Reject	5 General Unsecured Claims	Yes	Yes
Yu, Peiwen	10/23/2025	62	N/A	N/A	Non-Voting Opt-Out Form (Opt-Out Only)	Yes	

Exhibit 23

(Declaration of Gerald Uzzi in Support of Confirmation of Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof and the Official Committee of Unsecured Creditors)

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Counsel for Debtors and
Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re: Powin, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-16137 (MBK) (Jointly Administered)

DECLARATION OF GERARD UZZI IN SUPPORT OF CONFIRMATION OF JOINT COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN OF LIQUIDATION OF POWIN, LLC AND AFFILIATES THEREOF AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

[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]; (xii) Powin Canada B.C. Ltd. [2239]; and (xiii) Powin EKS SellCo, LLC [9110]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

I, Gerard Uzzi, hereby declare that the following is true and correct to the best of my knowledge, information, and belief:

1. I am the Chief Restructuring Officer (the "CRO") of Powin, LLC ("Powin") in the above-referenced chapter 11 cases ("Chapter 11 Cases"). I was appointed as CRO of Powin and the above-referenced affiliated debtors and debtors in possession (collectively, the "Debtors") effective on June 9, 2025.

2. I am also a Managing Partner and Founder of CBMN Advisors LLC d/b/a Uzzi & Lall ("Uzzi & Lall"). Uzzi & Lall is an independent, boutique financial advisory firm specializing in helping clients manage acute change, financial stress, and operational disruption. Uzzi & Lall's professionals have direct experience advising and managing companies across a broad range of industries.

3. I have extensive experience advising companies, boards of directors, senior management, creditors, equity holders, and investors in stressed and distressed situations, including chapter 11, out-of-court work outs, and rescue financings across industries and jurisdictions. I also serve in a number of fiduciary capacities, including presently as the Chairman of the Celsius Litigation Oversight Committee.

4. Prior to co-founding Uzzi & Lall, I was a senior restructuring partner at Milbank LLP and White & Case LLP for over 18 years in the aggregate. During that time, I was personally involved in senior roles in some of the nation's largest and most complex chapter 11 cases, including Lehman Brothers, Washington Mutual, American Airlines, Rescap, Charter Communications, Mirant, Adelphia Communications, Purdue Pharma, and ZAIS. I have been recognized for my work in Chambers, Euromoney's IFLR, The Legal 500, and Expert Guides as one of the World's Leading Insolvency and Restructuring Professionals.

5. I am authorized to execute this declaration (the "Declaration"). I am currently serving as the Debtors' CRO and had substantial involvement with the Debtors prior to my appointment as CRO due to the Debtors' pre-petition engagement of Uzzi & Lall. On August 8, 2025, the Court entered an order authorizing the Debtors to (i) employ and retain Uzzi & Lall to provide a CRO and additional personnel and (ii) designate me as the CRO, effective as of June 9, 2025. *See* Docket No. 690.

6. I submit this declaration (the "Declaration") in support of confirmation, pursuant to section 1129 of Title 11 of the United States Code (the "Bankruptcy Code"), of the *Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof and the Official Committee of Unsecured Creditors*, dated October 15, 2025 [Docket No. 942] (collectively with all exhibits thereto and as may be amended, modified, or supplemented from time to time, the "Plan").[2]

7. Except as otherwise indicated, all statements in this Declaration are based upon my personal knowledge, my review of the Debtors' books and records, relevant documents, and other information prepared or collected by the Debtors' representatives and advisors, my opinion based on my experience with the Debtors' operations and financial condition, or upon my review of the *Declaration of Darlene S. Calderon with Respect To the Tabulation of Votes on the Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof and the Official Committee of Unsecured Creditors*, filed contemporaneously herewith (the "Voting Declaration"). I am authorized to submit this Declaration on behalf of the Debtors.

[2] A capitalized term used but not defined herein shall have the meaning ascribed to it in the Plan.

A. The Plan Complies with the Requirements of Section 1122 of the Bankruptcy Code

8. Section 3 of the Plan provides for the separate classification of Claims and Interests into distinct Classes based upon (a) their secured status, if applicable, (b) their legal priority against the Debtors' assets, and (c) other relevant factors:[3]

CLASS	CLAIM/ EQUITY INTEREST
1	Priority Non-Tax Claims
2	Other Secured Claims
3	WARN Act Claims
4	Settled Priority Claims
5	General Unsecured Claims
6	Intercompany Claims
7	Interests

9. The classification scheme was not proposed principally (or otherwise) to create a consenting impaired Class and thereby manipulate voting.

10. I understand that the legal rights of each of the Holders of Claims or Interest within a particular Class are substantially similar to other Holders of Claims or Interest within the same Class.

B. The Plan Satisfies Section 1129 of the Bankruptcy Code

11. Section 1129(a)(1). I am informed and believe that the Plan complies with the requirements of sections 1122 and 1123 of the Bankruptcy Code (as well as other applicable provisions of the Bankruptcy Code and the Bankruptcy Rules) and, thus, satisfies the requirements of section 1129(a)(1).

12. Section 1129(a)(2). I am informed and believe that the Debtors have complied with the applicable provisions of the Bankruptcy Code, including the provisions of sections 1125 and 1126 of the Bankruptcy Code, regarding disclosure and plan solicitation. In this regard, on October

[3] In accordance with 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified. *See* Plan at § 3.1.

14, 2025, the Court entered an order granting conditional approval of the adequacy of the disclosures in the Plan and approving the procedures for the transmittal of the Plan and other solicitation materials [Docket No. 939] (the "Disclosure Statement Order").

13. As more fully described in the Voting Declaration, commencing on October 20, 2025, the Debtors, through the Claims Agent, caused solicitation materials to be transmitted in accordance with the Disclosure Statement Order. To the best of my knowledge and belief, and as evidenced by the Disclosure Statement Order, prior orders of the Bankruptcy Code, and the filings submitted by the Debtors, the Debtors have complied with all of the provisions of the Bankruptcy Code and the Bankruptcy Rules governing notice, disclosure, and solicitation in connection with the Plan, the disclosures therein, and all other matters considered by the Bankruptcy Court in connection with these Chapter 11 Cases. To the best of my knowledge and belief, the Debtors timely filed their Schedules. Finally, I believe that good, sufficient, and timely notice of the confirmation hearing and all other hearings in these Chapter 11 Cases have been provided to all Holders of Claims and Interests and all other parties in interest to whom notice was required to have been provided.

14. I am informed and believe that the Debtors have also complied with the requirements of section 1126 of the Bankruptcy Code. Class 1 (Priority Non-Tax Claims) and Class 2 (Other Secured Claims) are unimpaired under the Plan and, because I understand that these Classes are conclusively deemed to accept the Plan, Holders of such Claims have not been solicited to vote on the Plan. Holders of Class 6 (Intercompany Claims) and Interests in Class 7 (Interests) are not entitled to receive or retain any property under the Plan, and, because I understand that such Classes are deemed to reject the Plan, Holders of such Claims and Interests have not been solicited to vote on the Plan. Class 3 (WARN Act Claims), Class 4 (Settled Priority Claims), and Class 5 (General Unsecured Claims) are impaired under the Plan, and Holders of Class 3, Class 4,

and Class 5 Claims are entitled to receive property under the Plan. Accordingly, Holders of Class 3, Class 4, and Class 5 Claims have been solicited to accept or reject the Plan.

15. Section 1129(a)(3). I believe that the Debtors have proposed the Plan in good faith. Throughout these Chapter 11 Cases, the Debtors have worked to build consensus among the various creditor constituencies. The Plan and the process leading up to its formulation are the result of extensive arm's length negotiations among the Debtors, the Committee, and other parties in interest. Accordingly, I believe that the Plan has been proposed by the Debtors for legitimate and honest purposes and is in the best interests of the Debtors' stakeholders.

16. Section 1129(a)(4). It is my understanding that all payments made or to be made by the Debtors for services or for costs or expenses in connection with these Chapter 11 Cases incurred prior to the Effective Date have already been approved by, or are subject to approval of the Bankruptcy Court. More specifically, I understand that the Plan provides for the payment of only Allowed Professional Fee Clams and all applications for payment of Professional Fee Claims must be filed with the Bankruptcy Court within forty five (45) days after the Effective Date. Accordingly, I believe that the requirements of section 1129(a)(4) of the Bankruptcy Code have been satisfied.

17. Section 1129(a)(5). It is my understanding that the requirement of section 1129(a)(5) of the Bankruptcy Code, providing that the Debtors disclose all necessary information regarding directors, officers, and insiders is satisfied. The Plan provides for the liquidation and distribution of the Debtors' remaining assets by a Liquidating Trust and for the Direct Claims Trust to receive and monetize the Direct Claims Trust Assets. As set forth in the Plan, following the Effective Date, the Liquidating Trustee, who will also serve as the Direct Claims Trustee, is subject to the oversight of the Oversight Committee and will operate pursuant to the terms set forth in the Liquidating Trust Agreement and Direct Claims Trust Agreement. I am aware of no holder of a

Claim or Interest, or other party in interest, that has objected to the creation of the Liquidating Trust or Direct Claims Trust or the method of selecting the Liquidating Trustee and believe that such procedures are not contrary to public policy.

18. Section 1129(a)(6). I am unaware of any government regulatory commission with jurisdiction over any rate charged by the post-confirmation Debtors.

19. Section 1129(a)(7). I am informed and believe that the Plan complies with the "best interest of the creditors test" in section 1129(a)(7) of the Bankruptcy Code. I believe that the best interest test is satisfied as to each Holder of an Impaired Claim or Interest, and I am unaware of any party in interest that has argued otherwise or provided any evidence to the contrary. With respect to each impaired Class of Claims of the Debtor, I am informed and believe that each holder of a Claim or Interest in such Class has accepted the Plan or will receive or retain under the Plan on account of such Claim or Interest property of a value, as of the Effective Date, that is not less than the amount such holder would receive or retain if the Debtor were liquidated on the Effective Date under Chapter 7 of the Bankruptcy Code. For the reasons discussed in Section 6.8 of the Plan and in the Liquidation Analysis (attached to the Plan Supplement as Exhibit G), the best interests of creditors test is satisfied in this case.

20. The Plan is expected to provide a greater recovery for Allowed Claims than would a chapter 7 liquidation, as detailed in the Liquidation Analysis attached to the Plan Supplement as Exhibit G. Further, in a chapter 7 case, the value available for satisfaction of Claims would be reduced by the costs, fees and expenses of the liquidation under chapter 7, which would include disposition expenses, the sliding scale fees and compensation of a chapter 7 trustee, the fees of his or her counsel and other professionals, and certain other costs arising from conversion of the chapter 11 case to a case under chapter 7. The addition of a chapter 7 trustee at this late stage in the Chapter 11 Cases would likely provide no substantial benefit, as the majority of the Debtors'

assets were liquidated during these Chapter 11 Cases and the Plan provides for the vesting of all of the assets of the Debtors in the Liquidating Trust to liquidate all remaining unliquidated assets and distribute the proceeds in accordance with the Plan in a cost efficient manner.

21. Sections 1129(a)(8) – (9). I am informed and believe that the Plan satisfies the requirements of sections 1129(a)(8) and (9) of the Bankruptcy Code.

22. Section 1129(a)(10). As set forth in the Voting Declaration, I understand that the Holders of Classes 3 (WARN Act Claims), Class 4 (Settled Priority Claims) and Class 5 (General Unsecured Claims), such classes being impaired, as determined without including any acceptance by an insider in such Class, have voted to accept the Plan. Accordingly, I believe that the Plan has met the requirements of section 1129(a)(10) of the Bankruptcy Code.

23. Section 1129(a)(11). I believe that the Plan is feasible and comports with section 1129(a)(11) of the Bankruptcy Code. The Plan provides for the vesting of all of the Debtors' remaining assets into the Liquidating Trust for the purpose of liquidation and distribution to creditors as trust beneficiaries under the Plan. I have analyzed, along with other Uzzi & Lall professionals and the Plan Proponents, the ability of the Liquidating Trustee to meet its obligations under the Plan and respectfully submit that the Liquidating Trust will be sufficiently funded on the Effective Date. Furthermore, after analyzing Administrative Claims, I believe there is sufficient cash to pay or reserve for Allowed Administrative Claims on the Effective Date or as otherwise agreed to by holders of any Allowed Administrative Claims, as set forth below and as reflected in the sources and uses of cash attached hereto as **Exhibit 1** (the "Effective Date Sources & Uses").

24. As I noted in my first-day declaration [Docket No. 13] and as the Debtors have represented to the Court throughout these Chapter 11 Cases, the Debtors faced severe liquidity constraints since before these Chapter 11 Cases were commenced. As a consequence, the Debtors deployed various measures to address these constraints while pursuing multiple sale transactions

during the summer of 2025. For example, the Debtors negotiated with key administrative and priority creditors and secured deferrals of their respective administrative and priority claims. Under the agreements with such creditors, the largest holders of various Administrative and Priority Claims have agreed to defer payments until after the Effective Date, at such point as the Liquidating Trust has determined to release such deferred payments. I understand that in making such determination, the Liquidating Trustee will exercise business judgment in the evaluation of the cost and timing of monetizing the Debtors' remaining assets, including potential claims against third parties.

25. As such, it is my understanding that the Plan Proponents will be able to satisfy all Effective Date obligations and transfer remaining funds to the Liquidating Trust in excess of its initial budget. Specifically, on the Effective Date, the Debtors will make (i) Effective Date Payments in the approximate amount of $2,446,000.00 to holders of Allowed Administrative Claims, (ii) fund various reserves in the approximate amount of $4,583,000.00, including funding the initial WARN Act Claim Reserve, and (iii) transfer to the Liquidating Trust approximately $9,909,000.00. *See* Exhibit 1.

26. Additionally, the Liquidating Trust will have substantial non-cash assets supporting feasibility. Specifically, the Debtors have sought relief from the Court to release excess collateral held by certain surety providers. The Debtors have not included recoveries of such excess collateral in the Effective Date Sources & Uses, but the Plan Proponents anticipate receiving that excess collateral. Further, I understand that during a period of substantial revenue for the Debtors, the Debtors paid over $85 million in customs tariffs to the United States government. The Debtors timely lodged protests with respect to those tariffs because they were based on a point of origin (China) which carries a much higher tariff than other points of origin (such as Vietnam and Mexico) where the goods passed before entering the United States. Because the Debtors believe

that the goods were altered in Vietnam and Mexico, I understand that such material alterations allow for a reduced tariff. The Liquidating Trust has access to this source of recovery and other sources of recovery from other litigation as set forth in the Plan, including potential causes of action that might be asserted against third parties.

27. Accordingly, I believe that the Plan is feasible and comports with section 1129(a)(11) of the Bankruptcy Code.

28. Section 1129(a)(12). It is my understanding that the Debtors have paid all chapter 11 statutory and operating fees or will pay such fees on the Effective Date under the Plan, to the extent such fees are currently unpaid. Accordingly, I believe the Plan has met the requirement of section 1129(a)(12).

29. Sections 1129(a)(13) – (16). I am informed and believe that sections 1129(a)(13) through (16) are inapplicable to the Debtors or the Plan because (i) the Debtors do not provide any retiree benefits, (ii) have no domestic support obligations, (iii) are not individuals, and (iv) are not non-profit corporations.

C. Section 1129(c) of the Bankruptcy Code

30. I understand that the Plan is the only plan that has been filed in the Chapter 11 Cases, and I believe the Plan is the only plan that satisfies the requirements of section 1129(a)-(b) of the Bankruptcy Code. Accordingly, I believe that the requirements of section 1129(c) of the Bankruptcy Code are satisfied.

D. Section 1129(d) of the Bankruptcy Code

31. I believe that the Plan was not proposed to avoid taxes or section 5 of the Securities Act and am aware of no governmental unit that has argued otherwise.

E. Section 1129(e) of the Bankruptcy Code

32. The Chapter 11 Cases are not small business chapter 11 cases.

F. Executory Contracts

33. The Debtors have reviewed and analyzed their portfolio of executory contracts and unexpired leases. Given that the Debtors have ceased all business operations and all of their remaining assets will be vested in the Liquidating Trust under the Plan for liquidation, I believe that all the Debtors' executory contracts and unexpired leases, to the extent not already rejected or assumed and assigned, should be rejected; provided, however, that the Landlord in connection with that certain unexpired lease between Lu Pacific Properties, LLC and Debtor Powin, LLC f/k/a Powin Energy Corporation, as tenant, for the premises located at 20550 SW 115th Avenue, Tualatin, OR 97062, has consent to rejection of such lease as of October 31, 2025.

G. Inventory Issues

34. In resolution of certain disputes arising under the Asset Purchase Agreement, dated July 6, 2025 among the Debtors and FlexGen Power Systems, LLC ("FlexGen"), the Debtors have agreed to transfer certain inventory (the "Substitute Inventory") to FlexGen, free and clear of any liens, claims and interests. The Substitute Inventory was the subject of an objection [Docket No. 619] by Solar Carver 1, LLC and Solar Carver 3, LLC (collectively, "*Solar Carver*") in connection with the Sale Order entered by the Court on August 18, 2025 [Docket No. 751]. Pursuant to the Remaining Inventory Order, the Debtors offered the Substitute Inventory to Solar Carver, and Solar Carver declined to purchase the Substitute Inventory. Accordingly, I believe the transfer of the Substitute Inventory to FlexGen free and clear of any liens, claims and interests, including, but not limited to, any interests of Solar Carver, is a reasonable and proper exercise of the Debtors' business judgment and should be authorized and approved.

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

Dated: November 21, 2025
New York, New York.

/s/ Gerard Uzzi
Gerard Uzzi

Exhibit 1

Effective Date Sources and Uses

(Amounts in $'000s)	
Effective Date Sources and Uses	**Amount**
Effective Date Starting Cash	**16,938**
Effective Date Payments	
FlexGen CEVA Settlement Payment	(469)
ACE Engineering Payment	(1,000)
RH - US Payment	(77)
RH - Mexico Payment	(425)
MMI-Machineworks Payment	(32)
Plan Payments to Remaining Support Staff (Contractors)	(443)
Effective Date Payments - Total	**(2,446)**
Remaining Cash Balance	**14,492**
Effective Date Reserves	
Debtor Professional Fee Reserve [1]	683
Initial WARN Act Claim Reserve Amount	500
Sales Tax	2,600
Expeditors International of Washington, Inc.	700
Reserve for Additional Allowed Admin Claims [2]	100
Effective Date Reserves - Total	**4,583**
Effective Date Ending Cash to be transferred to Liquidating Trust	**9,909**

[1] This amount is in addition to the amount in the Debtor Professional Fee Reserve.

[2] Additional Allowed Admin Claims include Resilience360, Step Function, and Others.

Exhibit 24

(Emergency Motion of The Debtors and The Committee For Entry of An Order Disallowing and Expunging The Administrative Claim Filed By Flexgen or, In The Alternative, Estimating That Claim at $0 For All Purposes)

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re: Powin, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-16137 (MBK) (Jointly Administered) **Hearing Date: November 25, 2024** **Docket No: 1062**

EMERGENCY MOTION OF THE DEBTORS AND THE COMMITTEE FOR ENTRY OF AN ORDER DISALLOWING AND EXPUNGING THE ADMINISTRATIVE CLAIM FILED BY FLEXGEN OR, IN THE ALTERNATIVE, ESTIMATING THAT CLAIM AT $0 FOR ALL PURPOSES

TO: THE HONORABLE CHIEF JUDGE MICHAEL B. KAPLAN UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY

Powin, LLC and the affiliated debtors and debtors in possession (collectively, the "Debtors") and the Official Committee of Unsecured Creditors for the Debtors (the "Committee" and together with the Debtors, the "Movants"), in the above-captioned jointly administered chapter 11 cases (the "Chapter 11 Cases"), hereby submit this *Emergency Motion Of The Debtors And The Committee For Entry Of An Order Disallowing And Expunging The Administrative Claim Filed By FlexGen or, in the Alternative, Estimating That Claim At $0 For All Purposes* (the "Motion") seeking entry of an order substantially in the form as the proposed order attached hereto as **Exhibit A** hereto (the "Proposed Order"). In support of the Motion, the Movants, respectfully represent

[1] The name of Debtor Powin, LLC has changed to BESS RemainCo. The Debtors intend to file a motion to amend the caption in these chapter 11 cases. 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 [15241]; (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.

as follows:

PRELIMINARY STATEMENT

1. Eight days before the hearing to confirm a plan in these cases, FlexGen Power Systems, LLC ("FlexGen") submitted a request [Docket No. 1062] for payment of an alleged payment of administrative expenses of just under $17 million (the "FlexGen Administrative Claim").

2. FlexGen asserts it is due $17 million based on the failure to deliver a small portion of inventory it purchased when it purchased substantially all of the Debtors' intellectual property, its customer relationships, its contracts – in essence, substantially all assets of the Debtors (other than certain litigation claims and assets that FlexGen did not want) – for a purchase price of $36 million. Asserting an administrative claim in the amount of $17 million is plainly unreasonable and absurd on its face, and the timing – eight days before a hearing on plan confirmation – a thinly-veiled attempt to create inappropriate hold-up value.

3. FlexGen's asserted claim is predicated on the Debtors' failure to deliver two buckets of inventory, (a) certain inventory held by Welldex Distribution SA de CV (the "Welldex Inventory"), and (b) certain inventory held by RH Shipping (the "RH Inventory"). With respect to the Welldex Inventory, a non-debtor third-party, CEVA, appears to have destroyed such inventory. FlexGen has asserted an administrative claim of approximately $5.8 million related to the non-delivery of the Welldex Inventory (the "Welldex Inventory Claim"). Separately, the RH Inventory has not been delivered to FlexGen because RH Shipping had previously withheld delivery pending resolution of its claims in these cases. FlexGen has similarly asserted an administrative claim of $11.1 million related to the non-delivery of the RH Inventory (the "RH Inventory Claim"). In respect of this inventory, which again, makes up a small portion of the

purchased assets, FlexGen has asked for *nearly half the purchase price as an administrative claim.*

4. Nowhere in the FlexGen Administrative Claim does FlexGen provide any legitimate basis for claiming nearly $17 million on a small-scale inventory dispute on a $36 million deal. Indeed, the FlexGen Administrative Claim, which is pegged to the purported *book value* of the inventory assets, seeks to avoid taking responsibility for the outsized claim amount – claiming that "book value" is a reasonable basis in a footnote stating that "[a]ll book values discussed herein were provided by Debtors, and were the only value data points provided to FlexGen, pre-closing." This is absurd: *FlexGen purchased the inventory at issue.* It knows what it is worth. It knows it is not worth close to the amount demanded. Nonethless, FlexGen claimed a number it *knows* is not legitimate, seeking to require the Debtors to reserve nearly $17 million eight days before the hearing on plan confirmation.

5. Not only is the claim amount absurd, it is fully without merit. The FlexGen APA makes clear that risk associated with the assets purchased thereunder rests with FlexGen, not the Debtors. First, Section 4.7 of the FlexGen APA states that "Buyer will accept the Purchased Assets … at the Closing 'AS IS,' 'WHERE IS' and 'WITH ALL FAULTS.'" (emphasis in original) (the "As-Is Clause"). Second, the FlexGen APA is wholly devoid of any obligation to physically deliver the inventory to FlexGen. As with any asset purchase agreement, the obligation was to deliver a bill of sale which was delivered to FlexGen. To the extent that inventory was destroyed prior to execution of the FlexGen APA, FlexGen is compelled under its terms to accept the inventory in its destroyed form. If, however, inventory was not delivered because it was destroyed after execution or because of noncompliance by a third-party custody, FlexGen may have a cause of action vis-à-vis that third-party. But, there is no interpretation of the contract that requires the

Debtors to insure FlexGen's purchase.

6. What's more, as to each bucket of inventory, the Debtors have made a good faith effort, despite absolutely no obligation, to amicably resolve the issue. As to the Welldex Inventory, the Debtors have sourced replacement goods. And with respect to the RH Inventory, the Debtors have worked diligently to resolve the dispute with RH Shipping, and in fact did facilitate a resolution in principal three weeks ago whereby RH Shipping agreed to promptly release the RH Inventory to FlexGen.

7. FlexGen, however, has declined the accommodations (again, which the Debtors are in no way obligated to extend) in both instances, refusing the replacement Welldex Inventory (for unspecified reasons), and refusing delivery of the RH Inventory (again, without any justifiable basis or assertion of resulting harm). Instead, FlexGen has invoked a "time is of the essence" clause in the APA, alleging that the Debtors have failed to perform under the contracts for failing to deliver the subject inventory. In so doing, FlexGen implies that the Debtors have some obligation with respect to the physical delivery of the inventory, which both ignores the express As-Is Clause, and otherwise invents an obligation on the part of the Debtors where no such obligation is express or even fairly inferred from the contract.

8. FlexGen's position amounts to an effort to "sell" inventory back to the estates – at a price *far* above the price FlexGen paid for it. The reason for FlexGen's about face is not material to this dispute, although Movants suspect it is the result of little more than buyer's remorse. Rather than accept the inventory it agreed to purchase, which, again, represents a small percentage of the total, FlexGen has sought hold-up value eight days before this Court's consideration of a carefully

negotiated Plan.

9. The FlexGen Administrative Claim should be disallowed and expunged, with prejudice. In the alternative, this Court should estimate it at $0 for all purposes, including plan confirmation, required reserves, and distributions (contingent on delivery of replacement inventory for the Walldex Inventory, and delivery of the RH Inventory). This Court should not countenance FlexGen's tactics and allow it to threaten to collapse these Chapter 11 cases at the finish line.

JURISDICTION AND VENUE

10. The United States Bankruptcy Court for the District of New Jersey (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered September 18, 2012 (Simandle, C.J.). The Debtors confirm their consent to the Court entering a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

11. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

12. The bases for the relief requested herein are sections 105(a) and 363(b) of the Bankruptcy Code, the Plan, and related legal bases further described herein.

BACKGROUND

A. The Bankruptcy Case.

13. On June 9, 2025 (the "Petition Date"), the Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey.

14. On July 25, 2025, this Court entered *Final Order (I) Authorizing the Debtors to*

Obtain Postpetition Operational Cash Flow Financing; (II) Granting Liens and Providing Superpriority Administrative Expense Claims; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief (the "DIP Order") [Docket No. 520] authorizing the Debtors to enter into a post-petition financing facility in an amount of $27.5 million provided by FlexGen.

15. On July 17, 2025, this Court entered the *Order (I) Designating a Stalking Horse Bidder and Approving Stalking Horse Bidder Protections, (II) Approving Bidding Procedures By Which Interested Parties May Bid and an Auction Sale Format in Connection with the Sale of Substantially All of the Debtors' Assets, (III) Approving Form of Asset Purchase Agreement, (IV) Approving Form of Notice to be Provided to Interested Parties, (V) Authorizing the Assumption and Assignment of Assumed Contracts and Notice Procedures Thereto, (VI) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest and Best Bidder, and (VII) Authorizing the Sale of the Debtors' Property Free and Clear of All Causes of Action and Claims* (the "Bidding Procedures Order") [Docket No. 413] approving certain bidding procedures and designation of FlexGen as stalking horse bidder.

16. On July 30, 2025, the Debtors conducted an auction, following which, the Debtors announced FlexGen as the winning bidder with respect to certain Purchased Assets (as defined in the FlexGen APA [Docket No. 591, Ex. B]), including: inventory, assumed contracts, intellectual property, and machinery and equipment – in essence, substantially all of the assets of the business – for a purchase price of $36 million comprised of a credit bid of its DIP obligations and cash [Docket No. 591].

17. On October 15, 2025, Movants filed the *Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Powin, LLC and Affiliates Thereof and the Official Committee of Unsecured Creditors* (the "Plan") [Docket No. 942]. On November 7, 2025, Movants filed the

Notice of Filing of Plan Supplement (the "Plan Supplement") [Docket No. 1036, as amended by Docket Nos. 1038, 1055]. The Plan and Plan Supplement contain resolutions with a number of the significant case parties, including the Debtors' single largest creditor and WARN priority class claimants, which represent considerable concessions by these parties in order to get these cases through to a confirmation hearing. A hearing to consider the Plan is currently scheduled for November 25, 2025 at 11:30 a.m. ET.

B. The Welldex and RH Shipping Inventory.

18. As set forth on Schedule 2.1(a) to the FlexGen APA, FlexGen agreed to purchase the Welldex Inventory and the RH Inventory, with cure amounts of $469,000.00 and $2,998,000.00, respectively. *See Notice of Deadline to Assert Liens in Connection With Bidding Procedures and Upcoming Sale and Auction* ("Lien Notice") [Docket No. 318]. Pursuant to Section 4.7 of the FlexGen APA, all property (including the Welldex Inventory and the RH Inventory) was taken on an "as-is" basis.

19. Following determination of FlexGen as the winning bidder, CEVA, the third-party non-debtor entity holding the Welldex Inventory inexplicably destroyed it such that it could not be transferred to FlexGen. To be clear: this action by CEVA was entirely unauthorized and taken without the knowledge of the Debtors. The Debtors did not instruct or permit CEVA to take that action.

20. With respect to the RH Inventory, again through no fault of the Debtors, RH Shipping has refused to release that inventory to FlexGen, even after the Debtors paid RH Shipping the cure costs in the amount of $2.998 million, as set forth in the Lien Notice, which RH Shipping never filed any objection to. Despite that the Debtors have no liability for RH Shipping's actions, as of October 31, 2025, the Debtors had reached agreement with RH Shipping to resolve their

dispute, whereupon RH Shipping was prepared to immediately release the RH Inventory to FleexGen. FlexGen was made aware of the resolution and that RH would transfer the RH Inventory substantially contemporaneously with that resolution, but FlexGen has refused to accept transfer of such inventory. FlexGen's purported rationale for refusing acceptance of the RH Inventory appears based solely on its reliance upon the "time is of the essence" clause in the FlexGen APA. *See* FlexGen APA, Section 9.22. FlexGen has otherwise offered no justification to refuse to accept the RH Inventory from RH Shipping beyond the alleged contractual breach, nor has it provided any calculations as to damages. Rather than accept the inventory that has been made available for weeks, FlexGen asserted a more than $11 million administrative claim based on book value.

C. The Administrative Claim.

21. On November 17, 2025, FlexGen filed the Administrative Claim seeking approximately $17 million, including approximately $11 million on account of the RH Shipping Claim based on the $2,998,000 cure amount, and a book value of the RH Inventory of $8,131,784.54. The Debtors have repeatedly met with FlexGen to resolve the the FlexGen Administrative Claim, but have been unable to reach the terms of a resolution.

ARGUMENT

I. This Court has Jurisdiction to Adjudicate FlexGen's Admin Claim, or, Alternatively, Estimate Such Claim at $0.

22. As a threshold matter, Movants submit that this Court has jurisdiction to adjudicate the Administrative Claim on the merits pursuant to 28 U.S.C. § 157. Specifically, 28 U.S.C. § 157(b) vests bankruptcy courts with jurisdiction over core proceedings, which include the "allowance or disallowance of claims against the estate or exemptions from property of the estate, and estimation of claims or interests for the purposes of confirming a plan under chapter 11, 12, or 13 of title 11 […]" 28 U.S.C. § 157(b)(2)(B). As the Administrative Claim unequivocally

concerns the allowance or disallowance of a claim against the estate, this matter is a core proceeding under 28 U.S.C. § 157(b)(2)(B), and this Court has exclusive jurisdiction to hear and determine the merits.

23. While jurisdiction conferred under 28 U.S.C. § 157(b)(2)(B) is itself sufficient, in the alternative, 11 U.S.C. § 502(c) requires this Court to estimate the Administrative Claim under the facts here. 11 U.S.C. § 502(c) requires estimation of a contingent or unliquidated claim where failure to do so would unduly delay the administration of the case, both factors clearly present here.

24. As discussed herein, Movant's dispute both the validity and amount of the asserted Administrative Claim. The Administrative Claim requests $17 million, of which the RH Inventory Claim is more than $11 million. These amounts are far in excess of any amount reasonably owing to FlexGen (Movants submit nothing is owed). What's more, these amounts would make up a significant portion of the Administrative Claims pool in a case that simply does not have sufficient cushion to take on legitimate claims of this size, let alone superfluous claims as FlexGen has asserted. And, FlexGen submits this outsized, meritless claim little more than one week before this Court's hearing to consider confirmation of the Plan that encompasses significant concessions on the part of many other major stakeholders. The Administrative Claim, in sum, would crater the carefully negotiated Plan, severely delay these cases, and possibly cause their conversion. This situation falls squarely within the scope of Section 502(c), and as such, estimation of the Administrative Claim is required under Section 502(c) as an alternative to adjudication on the merits.

II. This Court Should Find that FlexGen Is Entitled to No Recovery Concerning the Administrative Claim.

25. FlexGen's Administrative Claim is a brazen attempt to weaponize the confirmation

process to retread on its purchase. The Administrative Claim should be denied as baseless.

26. As to the Welldex Inventory, as the Debtors have made FlexGen aware that a third-party appears to have destroyed the Welldex Inventory without authorization. FlexGen points to Section 6.11 of the APA to hold Powin responsible, but that clause is specific: "**the Sellers** shall not relocate, sell, or otherwise dispose of any Purchased Assets[.]" The Debtors did not. The Debtors did not become the insurer of FlexGen's property by virtue of Section 6.11, and so the Debtors cannot be held to have breached their agreements with FlexGen by virtue of CEVA's wrongful action. Rather, the Debtors performed faithfully under the APA by delivering the bill of sale with respect to the inventory.

27. A small portion of the assets purchased by FlexGen in respect of the $36 million purchase price relates to assets in the possession of RH Shipping. As this Court is aware, RH Shipping asserted a possessory lien over certain assets in its possession, including the RH Inventory, which has delayed the transfer of these assets to FlexGen. Movants have been working with all parties, including RH Shipping, to consensually resolve these and other issues, and, as of October 31, 2025, believed that they had reached agreement with RH Shipping that would allow transfer of the RH Inventory. In other words, as of approximately three weeks ago, this issue could, and should, have been resolved substantially in accordance with the terms of the FlexGen APA.

28. However, FlexGen has refused to accept delivery of the RH Inventory. In so doing, FlexGen has failed to offer any credible explanation or rationale for refusing delivery of assets it purchased. FlexGen's only purported basis for refusal boils down to its reliance on the "time is of the essence" clause in the FlexGen APA, and the resulting alleged breach of contract caused by the delay. Notably, FlexGen has not (because Movants suspect it cannot) allege any damages as

a result of the delay. Movants suspect that FlexGen has simply changed its mind, and is leveraging what may (or may not) be a technical breach of contract to get out of a deal it has buyer's remorse regarding.

29. These facts do not give rise to a valid administrative claim. Indeed, it is Movant's position that FlexGen's refusal to accept delivery of the RH Inventory may give rise to a claim by the estates against FlexGen for the attendant storage costs.

30. Further, although FlexGen notes that the Debtors were required to release all liens associated with purchased inventory within 5 days of closing pursuant to APA Section 2.7(d), this was satisfied. The inventory was sold "free and clear" of all liens, with such liens attaching to the funds in the estate by operation of this Court's order approving the APA. *See* Docket No 751 (the "Sale Order") at ¶ 5 ("Pursuant to sections 105(a), 363(b), 363(f), 365(b), and 365(f) of the Bankruptcy Code, upon Closing, all of the Debtors' right, title, and interest in and to, and possession of, the Purchased Assets, including any Assumed Contracts, shall be transferred to the Purchaser, free and clear of any and all Claims or Interests, with all such Claims or Interests to attach solely to the proceeds of the Sale held by the Debtors upon and after the Closing in the order of their priority[.]")

31. RH Shipping has refused access to FlexGen, so that FlexGen can access its purchased goods. But again: this is not a violation of the APA *by the Debtors*. This is a dispute between FlexGen and RH Shipping that may implicate this Court's APA order – or may require FlexGen to commence a tort action against RH Shipping. Either way, the Debtors have committed no breach of the APA and have no liability for RH Shipping's conduct. Pursuant to the As-Is Clause, FlexGen bought assets as-is and where-is: the Debtors are not an insurer of their former property, nor for the conduct of RH Shipping

32. Even if FlexGen were to articulate some valid contractual basis for its asserted Administrative Claim (which again, it has so far failed to do), the asserted amount borders on absurd for several reasons. First, FlexGen tries to claim *both* what it paid for the inventory *and* what the inventory was worth. For example, the RH Inventory Claim is comprised of approximately $3 million paid in lien cure costs, and $8.1 million based on the book value of the RH Inventory. FlexGen cannot both recover on both the cure amounts paid and the value of the inventory it has rejected – it must pick one. Second, it goes without saying that the book value of an asset is a wholly unreliable measure of value. The value of the RH Inventory is not settled, but it is almost certainly less $8.1 million (and likely materially so). Similarly, the true value of the WellDex inventory is likely far less than $5.2 million. Two data points in particular strongly suggest a relatively de minimis value: (i) FlexGen's refusal to accept delivery of the RH Inventory notwithstanding its prior decision to purchase these assets; and (ii) that the RH Inventory and Welldex Inventory makes up a small fraction of the schedule of purchased assets on Schedule 2.1(a) ("Purchased Inventory), which is only a fraction of the assets purchased by FlexGen for approximately $36 million.4 pages. Notwithstanding, FlexGen now asks for a *refund of more than 36% of its entire purchase price.*

33. For the reasons stated above, there is simply no basis for FlexGen to assert an administrative claim in any amount. Consequently, the FlexGen Administrative Claim should be disallowed and expunged, with prejudice. In the alternative, this Court should estimate it at $0 or a nominal amount such as $469,000, which is the amount of the lien payment FlexGen advanced on account of Welldex's asserted lien.

NOTICE

34. Movants will provide notice of this Motion to the following parties and/or their

respective counsel, as applicable: (a) FlexGen; (b) the office of the U.S. Trustee for the District of New Jersey; and (c) all parties that have requested to receive notice pursuant to Bankruptcy Rule 2002.

CONCLUSION

WHEREFORE, Movants respectfully request entry of the Proposed Order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

[*Signature Page to Follow*]

Respectfully Submitted,

Dated: November 21, 2025

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EXHIBIT A

(Proposed Order)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re: Powin, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-16137 (MBK) (Jointly Administered)

ORDER GRANTING EMERGENCY MOTION OF THE DEBTORS AND THE COMMITTEE FOR ENTRY OF AN ORDER DISALLOWING AND EXPUNGING THE ADMINISTRATIVE CLAIM FILED BY FLEXGEN OR, IN THE ALTERNATIVE, ESTIMATING THAT CLAIM AT $0 FOR ALL PURPOSES

Upon Movants' *Emergency Motion of The Debtors And the Committee for Entry of an Order Disallowing and Expunging the Administrative Claim Filed by FlexGen or, in the Alternative, Estimating that Claim at $0 For All Purposes* (the "Motion")[2] pursuant to Sections 105(a) and 502(c) of title 11 of the United States Code (the "Bankruptcy Code"), requesting that this Court adjudicate the merits of the FlexGen Administrative Claim at $0, or, alternatively, estimating for all purposes the value of such claim at $0; and the Court having determined just cause exists for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The relief as set forth in the Motion is **GRANTED.**

2. The FlexGen Administrative Claim is determined to be $0 for all purposes.

[1] The name of Debtor Powin, LLC has changed to BESS RemainCo. The Debtors intend to file a motion to amend the caption in these chapter 11 cases. 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 [15241]; (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] Capitalized terms use but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

3. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order, or as further described in the Plan.

4. Movants are authorized to take all actions necessary to effectuate the relief granted in this Order.