

**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: July 15, 2025 at 11:30 a.m.
Judge: Hon. Micheal B. Kaplan

**NOTICE OF OMNIBUS MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER (I)
AUTHORIZING THE REJECTION OF LEGACY CUSTOMER CONTRACTS AND (II)
GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that on July 15, 2025 at 11:30 a.m., or as soon thereafter as counsel may be heard Powin, LLC 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 as Exhibit A (the “Order”), (i) authorizing the omnibus rejection of certain executory contracts with customers related to the Debtors’ legacy employment services agreements (“ESA”) and long term services agreements (“LTSA”) business lines (collectively, the “Contracts”), effective *nunc pro tunc* as of the date hereof (the “Rejection Date”); and (ii) granting related relief.

PLEASE TAKE FURTHER NOTICE that, in support of the Motion, the Debtors shall rely on the accompanying *Declaration of Gerard Uzzi* filed with the Motion and the *Declaration of Gerard Uzzi In Support of Emergency First Day Motions of the Debtors* [Docket No. 13] (“First Day Declaration”), which set forth the relevant legal and factual bases upon which the relief requested should be granted.

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



PLEASE TAKE FURTHER NOTICE THAT YOUR RIGHTS MAY BE AFFECTED. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one).

PLEASE TAKE FURTHER NOTICE that if you do not want the court to grant this motion, or if you want the court to consider your views, you or your attorney must file with the clerk at the address listed below, a written response explaining your position no later than 7 days prior to the hearing date.

| | |
|--------------------------|--|
| Hearing Date: | July 15, 2025 |
| Hearing Time: | 11:30 a.m. |
| Hearing Location: | United States Bankruptcy Court 402 East State Street, Trenton, NJ 08608 |
| Courtroom Number: | 8 |

PLEASE TAKE FURTHER NOTICE that copies of all documents filed in these chapter 11 cases may be obtained free of charge by visiting the website of Verita Global at <https://www.veritaglobal.net/powin>. You may also obtain copies of any pleadings by visiting the Court's website at <https://www.njb.uscourts.gov> in accordance with the procedures and fees set forth therein.

Dated: June 17, 2025

TOGUT, SEGAL & SEGAL LLP

/s/ Frank A. Oswald

Frank A. Oswald (admitted)
550 Broad Street
Suite 1508
Newark, NJ 07102
Telephone: (212) 594-5000
Facsimile: (212) 967-4258
Email: frankoswald@teamtogut.com

Albert Togut (*pro hac vice* pending)
Amanda C. Glaubach (*pro hac vice* pending)
Eitan Blander (*pro hac vice* pending)
One Penn Plaza, Suite 3335
New York, New York 10119
Telephone: (212) 594-5000
Facsimile: (212) 967-4258
Email: altogut@teamtogut.com
aglaubach@teamtogut.com
eblander@teamtogut.com

- and -

DENTONS US LLP

Tania M. Moyron (*pro hac vice* pending)
Van C. Durrer, II (*pro hac vice* pending)
601 S. Figueroa Street #2500
Los Angeles, CA 90017
Telephone: (213) 623-9300
Facsimile: (213) 623-9924
Email: tania.moyron@dentons.com
van.durrer@dentons.com

John D. Beck (*pro hac vice* pending)
Sarah M. Schrag (*pro hac vice* pending)
1221 Avenue of the Americas
New York, NY 10020-1089
Telephone: (212) 768-6700
Facsimile: (212) 768-6800
Email: john.beck@dentons.com
sarah.schrag@dentons.com

*Proposed Counsel for Debtors and
Debtors in Possession*

DENTONS US LLP

Tania M. Moyron (*pro hac vice* pending)
Van C. Durrer, II (*pro hac vice* pending)
601 S. Figueroa Street #2500
Los Angeles, CA 90017
Telephone: (213) 623-9300
Facsimile: (213) 623-9924
Email: tania.moyron@dentons.com
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1221 Avenue of the Americas
New York, NY 10020-1089
Telephone: (212) 768-6700
Facsimile: (212) 768-6800
Email: john.beck@dentons.com
sarah.schrag@dentons.com

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TOGUT, SEGAL & SEGAL LLP

Frank A. Oswald (admitted)
550 Broad Street
Suite 1508
Newark, NJ 07102
Telephone: (212) 594-5000
Facsimile: (212) 967-4258
Email: frankoswald@teamtogut.com

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Amanda C. Glaubach (*pro hac vice* pending)
Eitan Blander (*pro hac vice* pending)
One Penn Plaza, Suite 3335
New York, New York 10119
Telephone: (212) 594-5000
Facsimile: (212) 967-4258
Email: altogut@teamtogut.com
aglaubach@teamtogut.com
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Chapter 11
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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 [15241], (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.

**OMNIBUS MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER (I) AUTHORIZING
THE REJECTION OF LEGACY CUSTOMER CONTRACTS AND (II) GRANTING
RELATED RELIEF**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Powin, LLC 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 as Exhibit A (the “Order”), (i) authorizing the omnibus rejection of certain executory contracts with customers related to the Debtors’ legacy employment services agreements (“ESA”) and long term services agreements (“LTSA”) business lines (collectively, the “Contracts”), effective *nunc pro tunc* as of the date hereof (the “Rejection Date”); and (ii) granting related relief.

In further support of the Motion, the Debtors respectfully state as follows:

PRELIMINARY STATEMENT

By this Motion, the Debtors seek to reject their existing Customer Contracts (a) to ensure that the Debtors can devote their resources to support the success of the Debtors’ new LTSA Program² described in the *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* [Docket No. 15] (“Customer Program Motion”); (b) to eliminate the burdensome cost and expense of their legacy Customer Contracts; and (c) to make clear to customers that the only way to utilize the Debtors’ technology and services is in connection with the new LTSA Program. The ESA side of the Debtors’ business is working-capital intensive, requiring the Debtors to pay in advance for customer parts and inventory and pay multiple vendors and contractors to install such materials before receiving payment under ESAs. As described in the *Declaration of Gerard Uzzi In Support of Emergency First Day Motions of the Debtors* [Docket No. 13] (the “First Day Declaration”), the Debtors’ two largest customers terminated their ESA contracts prepetition, and that business is not sustainable at present. Likewise, although the LTSA business line requires less business

² Unless otherwise defined herein, all capitalized terms shall have the same meaning as in the First Day Declaration (defined *infra*).

capital, the Debtors are unable to sustain such business line based on their current liquidity profile absent material modifications to their LTSA offerings, which the Debtors are now implementing as described in the Customer Program Motion and the testimony adduced at the hearing on the Customer Program Motion held on June 12, 2025, and which was approved by the Court on such date. Docket No. 62.

I. JURISDICTION AND VENUE

1. 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. The Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), 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.

2. Venue of the Chapter 11 Cases and related proceedings is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The predicates for the relief requested herein are: sections 105(a), 365(a) of the Bankruptcy Code, Bankruptcy Rules 6004 and 6006, and rules 9013-1 and 9013-5 of the Local Bankruptcy Rules for the District of New Jersey (the “Local Rules”).

II. BACKGROUND

A. General Background

4. On June 9, 2025 (the “Petition Date”),³ the Debtors each 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

³ 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.

sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee has been appointed in the Chapter 11 Cases.

5. 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.

B. ESA and LTSA Lines of Business

6. As more fully set forth in the First Day Declaration, the Debtors have historically operated two lines of business: (i) energy storage integration installation services, whereby the Debtors provide and install batteries at customer sites pursuant to energy supply agreements (“ESA Line of Business”); and (ii) long term servicing, whereby the Debtors maintain and repair the previously installed batteries at customer sites, as needed, pursuant to separate long term servicing agreements (the “LTSA Line of Business”).

7. While the Debtors’ ESA Line of Business has resulted in significant losses and liquidity issues for the Debtors due to its intense working capital requirements, installation delays and losses due to increasing liquidated damages claims, the LTSA Line of Business represents a potentially viable and profitable line of business moving forward, and is necessary to Customers. As described in the First Day Declaration, although the Debtors terminated the employment of most ESA employees before the Petition Date, they have maintained a core group of eighty-three (83) employees, including fifty-nine (59) devoted to operations, and seven (7) with intellectual property expertise. On the foundation of this core group, the Debtors intend to keep the LTSA Line of Business running during the Chapter 11 Cases, and to utilize revenue from this line of business to fund the Chapter 11 Cases.

C. The Customer Program Motion and the LTSA Program

8. On June 10, 2025, the Debtors filed the Customer Program Motion seeking approval of the LTSA Program. As further described in the Customer Program Motion, under the proposed LTSA Program, the Debtors propose a reduced scope of service at pricing that is

designed to be cash flow positive during the postpetition period. On June 13, 2025, the Court approved the Customer Program and the LTSA Program. Docket No. 62.

D. The Winding-Down of the ESA Program and Initial Launch of the LTSA Program

9. For months before the commencement of these Chapter 11 Cases, the Debtors have engaged and continue to engage with their Customers under their ESA Line of Business and to seek reasonable, market terms to resolve each respective business relationship on a bespoke basis. Based on negotiations to date, these terms typically include (i) an agreeable resolution of outstanding receivables due to the Debtors, (ii) the conveyance of certain inventory and parts to the Customer, and (iii) providing the Customer with access to certain proprietary technology on a consensual and funded basis. In fact, the Debtors expect to present such a transaction for Court approval shortly.

10. Contracts listed on Schedule 1 consist of contracts in connection with the ESA Line of Business which the Debtors are no longer able to effectively perform and are unprofitable and burdensome to the Debtors' business (the "ESA Contracts") and Customer contracts in the Debtors' LTSA Line of Business where the Customer has not yet opted-in to the LTSA Program (the "LTSA Contracts").⁴

11. *As to the ESA Contracts*, while the Debtors will work with customers under the ESA Line of Business, and seek alternative arrangements for resolution, the Debtors seek rejection of the ESA Contracts for which the Debtors are unable to reach such a resolution.

12. *As to the LTSA Contracts*, likewise, for many months prior to the Petition Date, the Debtors have discussed and continue to discuss the LTSA Line of Business with Customers, culminating in the LTSA Program. A number of such customers have opted-in to the LTSA Program. However, the remaining Customers have not yet opted-in to the LTSA Program. Opting-in to the LTSA Program allows customers to continue to benefit from the bespoke technology, maintenance and repair services offered by the Debtors with respect to previously installed Debtor

⁴ Though some Contracts are described as a "Purchase Order," these still constitute ESA and LTSA Contracts.

battery systems at Customer sites. By this Motion, the Debtors seek rejection of Contracts for Customers that do not affirmatively participate in the LTSA Program.

13. Both shortly before and immediately after the commencement of these Chapter 11 Cases, the Debtors have received dozens of Customer demands for assistance with and access to the Debtors' proprietary technology and otherwise to enforce the Contracts.⁵ In these demands, Customers contend that they are entitled to the enforcement of their rights under the Contracts. The Debtors do not possess the funding or resources to comply with these demands as issued, nor would the Debtors be in a position to cure these alleged defaults in connection with the assumption of any of these Contracts. As a consequence, including for these reasons and those stated above, the Debtors have determined in their business judgment that the Contracts are burdensome to the estates. Although the Debtors continue to seek consensual resolutions regarding the Contracts either through bespoke negotiations or the LTSA Program, if resolution cannot be reached, rejection of the Contracts is necessary for the Debtors to continue to pursue the reorganization of their affairs through a sale or other transaction.

14. In accordance with Bankruptcy Rule 6006(f), the ESA and LTSA Contracts are listed alphabetically on Schedule 1 attached hereto. As provided in the proposed Order approving this Motion, the Debtors reserve the right to remove certain Contracts from the Order in the event that, through their continuing negotiations, the Debtors are able to resolve matters with particular Customers, up until the date which is ten (10) days following the entry of the Order.

III. RELIEF REQUESTED

15. The Debtors seek entry of the Order (i) authorizing the Debtors to reject the Contracts effective as of the date hereof, and (ii) granting related relief.

⁵ Many of the Customer demands were in fact issued during the post-petition period, and therefore violate the automatic stay of section 362(a) of the Bankruptcy Code. The Debtors have issued notices to Customers violating the automatic stay, and reserve all rights to seek appropriate remedies from the Court for such violations.

IV. BASIS FOR RELIEF

A. The Rejection of the Contracts Reflects a Reasonable Exercise of the Debtors' Business Judgment

16. Section 365(a) of the Bankruptcy Code provides that a debtor in possession, “subject to the court’s approval, may . . . reject any executory contract or unexpired lease of the debtor.” The decision to assume or reject an executory contract or unexpired lease is a matter within the “business judgment” of the debtor. *See Mission Prod. Holdings, Inc. v. Tempnology, LLC*, 587 U.S. 370, 374, 139 S. Ct. 1652, 1658, 203 L. Ed. 2d 876 (2019); *Nat’l Labor Relations Bd. v. Bildisco & Bildisco (In re Bildisco)*, 682 F.2d 72, 79 (3d Cir. 1982) (“The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the ‘business judgment’ test.” (citation omitted)); *see also Glenstone Lodge, Inc. v. Buckhead Am. Corp. (In re Buckhead Am. Corp.)*, 180 B.R. 83, 88 (Bankr. D. Del. 1995). Application of the business judgment standard requires a court to approve a debtor’s business decision unless the decision is the product of bad faith, whim, or caprice. *See, e.g., In re HQ Glob. Holdings, Inc.*, 290 B.R. 507, 511-12 (Bankr. D. Del. 2003). Further, “[t]his provision allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed.” *Stewart Title Guar. Co. v. Old Republic Nat’l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (citation omitted). In summary, a court should approve the proposed rejection under section 365(a) upon determining that the debtor has exercised sound business judgment that the rejection would benefit the estate. *See Sharon Steel Corp. v. Nat’l Fuel Gas Distrib. Corp. (In re Sharon Steel Corp.)*, 872 F.2d 36, 39–40 (3d Cir. 1989).

17. Courts generally will not second-guess a debtor’s business judgment concerning the assumption or rejection of an executory contract or unexpired lease. Further, the business judgment standard is satisfied when a debtor determines that assumption or rejection will benefit the estate. *See In re Trans World Airlines, Inc.*, No. 01-0056, 2001 WL 1820019, at *7–8 (Bankr. D. Del. Mar. 16, 2001) (noting that the standard under section 365 requires consideration of the

benefit of the rejection to the debtor's estate); *see also In re TS Indus., Inc.*, 117 B.R. 682, 685 (Bankr. D. Utah 1990); *In re Del Grosso*, 115 B.R. 136, 138 (Bankr. N.D. Ill. 1990).

18. Here, the Debtors have determined in their business judgment that the Contracts are burdensome and that rejection of the Contracts will benefit the Debtors' estates. As discussed herein, the Contracts consist of (a) unprofitable Contracts under the ESA Line of Business, for which the Debtors no longer have resources (working capital and employees) to fulfill, and (b) Contracts under the LTSA Line of Business with Customers that have not opted-in to the LTSA Program, thereby refusing to adapt to the realities of these Chapter 11 Cases. Nonetheless, the Debtors reserve the right to remove from the scope of the Order Contracts for which the Debtors are able to resolve outstanding issues through the period which is ten (10) days following entry of the Order. This construct will allow the Debtors to continue to work with Customers on a consensual basis while protecting the Debtors' assets and minimizing their exposure to unprofitable Contracts.

19. Customers are being provided with sufficient notice to discuss and engage with the Debtors to avoid a rejection of their Contract(s). As noted above, subject to Court approval, the Debtors will continue to engage with Customers to resolve outstanding issues to the greatest extent possible.

B. Rejection of the Contracts Effective as of the Rejection Date Is Appropriate.

20. The Debtors seek to reject the Contracts effective as to the Rejection Date. This Court and other bankruptcy courts within this District have approved retroactive contract rejection. *See In re Rite-Aid Corporation*, No. 23-18993 (MBK) (Bankr. D.N.J. Nov. 20, 2023) (authorizing rejection effective as of previous date); *In re L'Occitane, Inc.*, No. 21-10632 (MBK) (Bankr. D.N.J. Jan. 28, 2021) (same); *In re SLT Holdco, Inc.*, No. 20-18368 (MBK) (Bankr. D.N.J. July 10, 2020) (same); *In re Modell's Sporting Goods, Inc.*, No. 20-12179 (VFP) (Bankr. D.N.J. Mar. 13, 2020) (same).⁶

⁶ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

21. This is because Section 365 of the Bankruptcy Code does not restrict a bankruptcy court from applying rejection retroactively where the balance of equities favors such relief. *See e.g., In re Jamesway Corp.*, 179 B.R. 33, 37 (S.D.N.Y. 1995) (stating that section 365 does not include “restrictions as to the manner in which the court can approve rejection”); *In re Chi-Chi’s, Inc.*, 305 B.R. 396, 399 (Bankr. D. Del. 2004) (stating “the court’s power to grant retroactive relief is derived from the bankruptcy court’s equitable powers so long as it promotes the purposes of § 365(a)”); *CCI Wireless*, 297 B.R. at 140 (holding that a “court has authority under section 365(d)(3) to set the effective date of rejection at least as early as the filing date of the motion to reject”); *BP Energy Co. v. Bethlehem Steel Corp. (In re Bethlehem Steel Corp.)*, No. 03-6419, at *3 (S.D.N.Y. Nov. 15, 2002) (“We cannot conclude . . . that a bankruptcy court’s assignment of a retroactive rejection date falls outside of its authority when the balance of the equities favors this solution.”).

22. Here, the Debtors have demonstrated that it is equitable and in the best interest of the estates for rejection to occur effective as of the Rejection Date. Without such relief, the Debtors, who already face liquidity constraints, may incur material expenses for Contracts that are burdensome to the estates. Moreover, the Debtors’ Customers have been on notice of the Debtors’ inability to fulfill the Contracts since before the commencement of these Chapter 11 Cases, due to the nearly constant communication among the Debtors and their Customers for many months. As a consequence, Customers will not be unduly prejudiced by retroactive rejection, especially given the additional runway to negotiate with the Debtors through the period which is ten (10) days following entry of the Order.

C. Waiver of Rule 6006(f)(6) is Appropriate.

23. By this Motion, the Debtors seek waiver of Rule 6006(f)(6) for Schedule 1, which includes more than 100 entries. Cause exists for such waiver, because it would be more burdensome on the estates and counterparties to separate out the Contracts into multiple motions, especially where the same Customer is often included on multiple listed Contracts and because

this Motion consists of a limited subject matter of Contracts. *See In re Rite-Aid Corporation*, No. 23-18993 (MBK) (Bankr. D.N.J. Nov. 20, 2023) (approving motion and authorizing rejection of 345 leases in complex case); *In re Blockbuster Inc.*, No. 10-14997 (BRL), 2010 WL 11834154, at *2 (Bankr. S.D.N.Y. Feb. 23, 2010) (“The limitations contained in Bankruptcy Rule 6006(f)(6) are waived with respect to the Motion.”); *In re Crucible Materials Corp.*, No. 09-11582-MFW, 2010 WL 11827474, at *1 (Bankr. D. Del. Jan. 21, 2010) (same).

V. WAIVER OF MEMORANDUM OF LAW

24. 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.

VI. RESERVATION OF RIGHTS

25. 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 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 claim on any grounds;⁷ (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any 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

⁷ Of note, the inclusion of a Contract on Schedule 1 is not an admission that such Contract is executory, and rejection of the Contracts only to the extent such Contract(s) are executory.

or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

VII. NO PRIOR REQUEST

26. No prior request for the relief sought in this motion has been made to this or any other court.

VIII. NOTICE

Notice of this Motion shall be given to the following parties: (a) the Office of the United States Trustee; (b) counsel for the Debtors' Prepetition Secured Parties; (c) the Debtors' fifty largest unsecured creditors on a consolidated basis, and (d) the Contract counterparties. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

IX. 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: June 17, 2025

TOGUT, SEGAL & SEGAL LLP

/s/ Frank A. Oswald

Frank A. Oswald (admitted)
550 Broad Street
Suite 1508
Newark, NJ 07102
Telephone: (212) 594-5000
Facsimile: (212) 967-4258
Email: frankoswald@teamtogut.com

Albert Togut (*pro hac vice* pending)
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One Penn Plaza, Suite 3335
New York, New York 10119
Telephone: (212) 594-5000
Facsimile: (212) 967-4258
Email: altogut@teamtogut.com
aglaubach@teamtogut.com
eblander@teamtogut.com

- and -

DENTONS US LLP

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Van C. Durrer, II (*pro hac vice* pending)
601 S. Figueroa Street #2500
Los Angeles, CA 90017
Telephone: (213) 623-9300
Facsimile: (213) 623-9924
Email: tania.moyron@dentons.com
van.durrer@dentons.com

John D. Beck (*pro hac vice* pending)
Sarah M. Schrag (*pro hac vice* pending)
1221 Avenue of the Americas
New York, NY 10020-1089
Telephone: (212) 768-6700
Facsimile: (212) 768-6800
Email: john.beck@dentons.com
sarah.schrag@dentons.com

*Proposed Counsel for Debtors and
Debtors in Possession*

Schedule 1

All of the Debtors' contracts with customers related to the Debtors' legacy employment services agreements and long term services agreements business lines, including, but not limited to:

| CN | Counterparty Name | Debtor Party | Contract Effective Date | Contract Type | Project Name |
|----|---------------------------------------|--------------|-------------------------|------------------------------------|------------------------|
| 1 | Acom I Energy Storage LLC | Powin, LLC | 06/08/2021 | ESA (Energy Storage Agreement) | Acorn |
| 2 | Acom I Energy Storage LLC | Powin, LLC | 11/06/2019 | LTSA (Long Term Service Agreement) | Acorn |
| 3 | Acom I Energy Storage LLC | Powin, LLC | 11/06/2019 | ESA (Energy Storage Agreement) | Acorn |
| 4 | Adon Renewables | Powin, LLC | 01/26/2017 | ESA (Energy Storage Agreement) | Adon |
| 5 | Adon Renewables | Powin, LLC | 01/26/2017 | ESA (Energy Storage Agreement) | |
| 6 | AKA Group | Powin, LLC | 12/23/2021 | ESA (Energy Storage Agreement) | Summerside |
| 7 | Akaysha Energy Pty Ltd | Powin, LLC | 03/01/2022 | Framework Agreement | |
| 8 | Akaysha Energy Pty Ltd | Powin, LLC | 04/18/2022 | Framework Agreement | |
| 9 | Ameresco Inc | Powin, LLC | 04/29/2022 | Framework Agreement | |
| 10 | Ameresco Inc. | Powin, LLC | 11/23/2022 | ESA (Energy Storage Agreement) | OUC BESS |
| 11 | Ameresco, Inc. | Powin, LLC | 08/02/2024 | LTSA (Long Term Service Agreement) | Viper |
| 12 | Amp Solar US Services LLC | Powin, LLC | 08/28/2020 | Purchase Order | |
| 13 | AMP Solar US Services LLC | Powin, LLC | 07/28/2022 | ESA (Energy Storage Agreement) | Three Rivers |
| 14 | AMP Solar US Services LLC | Powin, LLC | 07/28/2022 | ESA (Energy Storage Agreement) | FRS |
| 15 | AMP Solar US Services LLC | Powin, LLC | 07/28/2022 | ESA (Energy Storage Agreement) | Cotuit |
| 16 | Amp Solar US Services LP | Powin, LLC | 01/25/2021 | Purchase Order | Oak Hill 2 |
| 17 | Amp Solar US Services LP | Powin, LLC | 01/25/2021 | Purchase Order | Oak Hill 1 |
| 18 | Amp Solar US Services LP | Powin, LLC | 01/19/2021 | Purchase Order | Elmbrook |
| 19 | Amp Solar US Services LP | Powin, LLC | 08/04/2020 | Purchase Order | Cronin |
| 20 | Amp Solar US Services LP | Powin, LLC | 09/09/2020 | LTSA (Long Term Service Agreement) | Cronin |
| 21 | Amp Solar US Services LP | Powin, LLC | 08/04/2020 | Purchase Order | Wallum |
| 22 | Amp Solar US Services LP | Powin, LLC | 09/09/2020 | LTSA (Long Term Service Agreement) | Wallum |
| 23 | Amp Solar US Services LP | Powin, LLC | 08/28/2020 | Purchase Order | Palmer |
| 24 | Amp Solar US Services LP | Powin, LLC | 08/28/2020 | Purchase Order | Adams |
| 25 | Amp Solar US Services LP | Powin, LLC | 11/09/2021 | LTSA (Long Term Service Agreement) | Oak Hill 2 |
| 26 | Amp Solar US Services LP | Powin, LLC | 11/09/2021 | LTSA (Long Term Service Agreement) | Oak Hill 1 |
| 27 | Amp Solar US Services LP | Powin, LLC | 11/09/2021 | LTSA (Long Term Service Agreement) | Elmbrook |
| 28 | Angelo Storage LLC | Powin, LLC | 11/17/2023 | LTSA (Long Term Service Agreement) | Angelo Storage |
| 29 | Angelo Storage, LLC | Powin, LLC | 08/10/2022 | ESA (Energy Storage Agreement) | Angelo Storage |
| 30 | Angelo Storage, LLC. | Powin, LLC | 03/07/2025 | LTSA (Long Term Service Agreement) | Angelo |
| 31 | Angelo Storage, LLC. | Powin, LLC | 09/30/2024 | ESA (Energy Storage Agreement) | Angelo Storage |
| 32 | Angelo Storage, LLC. | Powin, LLC | 09/30/2024 | LTSA (Long Term Service Agreement) | Angelo Storage |
| 33 | Arizona Storage Development LLC | Powin, LLC | 03/05/2021 | ESA (Energy Storage Agreement) | Paloma/Cotton |
| 34 | Arizona Storage Development LLC | Powin, LLC | 03/05/2021 | ESA (Energy Storage Agreement) | Hyder I and II |
| 35 | Arizona Storage Development LLC | Powin, LLC | 03/05/2021 | ESA (Energy Storage Agreement) | Gila Bend I and II |
| 36 | Arizona Storage Development LLC | Powin, LLC | 03/05/2021 | ESA (Energy Storage Agreement) | Foothills I and II |
| 37 | Arizona Storage Development LLC | Powin, LLC | 03/05/2021 | ESA (Energy Storage Agreement) | Desert Star |
| 38 | Arrow Canyon Solar, LLC | Powin, LLC | 04/10/2025 | ESA (Energy Storage Agreement) | Arrow Canyon |
| 39 | Arrow Canyon Solar, LLC | Powin, LLC | 12/10/2021 | LTSA (Long Term Service Agreement) | Arrow Canyon |
| 40 | Arrow Canyon Solar, LLC | Powin, LLC | 06/03/2021 | ESA (Energy Storage Agreement) | Arrow Canyon |
| 41 | ASD COTUIT MA SOLAR LLC | Powin, LLC | 09/18/2023 | LTSA (Long Term Service Agreement) | Cotuit |
| 42 | ASD THREE RIVERS MA SOLAR LLC | Powin, LLC | 09/18/2023 | LTSA (Long Term Service Agreement) | Three Rivers |
| 43 | Aspin Kemp & Associates Inc | Powin, LLC | 12/23/2021 | ESA (Energy Storage Agreement) | Summerside |
| 44 | Auto-Chen Ltd | Powin, LLC | 06/09/2021 | ESA (Energy Storage Agreement) | Or Haner |
| 45 | Auto-Chen Ltd | Powin, LLC | 06/09/2021 | ESA (Energy Storage Agreement) | Nir Yitsac 3 |
| 46 | Auto-Chen Ltd | Powin, LLC | 06/09/2021 | ESA (Energy Storage Agreement) | Nir Yitsac 2 |
| 47 | Auto-Chen Ltd | Powin, LLC | 06/09/2021 | ESA (Energy Storage Agreement) | Neat Mordechai |
| 48 | Auto-Chen Ltd | Powin, LLC | 05/12/2021 | ESA (Energy Storage Agreement) | Nir David (Nofar 2) |
| 49 | Auto-Chen Ltd | Powin, LLC | 05/12/2021 | ESA (Energy Storage Agreement) | Gevim (Rimon 1) |
| 50 | Auto-Chen Ltd | Powin, LLC | 05/12/2021 | ESA (Energy Storage Agreement) | Gevim (Rimon 1) |
| 51 | AVEP BESS, LLC | Powin, LLC | 12/15/2022 | LTSA (Long Term Service Agreement) | AVEP |
| 52 | AVEP BESS, LLC | Powin, LLC | 12/21/2022 | ESA (Energy Storage Agreement) | AVEP |
| 53 | BHER Ravenswood Solar 1, LLC | Powin, LLC | 01/06/2025 | ESA (Energy Storage Agreement) | Ravenswood - Group 3 |
| 54 | BHER Ravenswood Solar 1, LLC | Powin, LLC | 01/06/2025 | ESA (Energy Storage Agreement) | Ravenswood - Group 2 |
| 55 | BHER Ravenswood Solar 1, LLC | Powin, LLC | 01/06/2025 | ESA (Energy Storage Agreement) | Ravenswood - Group 1 |
| 56 | BHER Ravenswood Solar 1, LLC | Powin, LLC | 07/12/2024 | ESA (Energy Storage Agreement) | Ravenswood |
| 57 | BHER Ravenswood Solar 1, LLC | Powin, LLC | 07/12/2024 | ESA (Energy Storage Agreement) | Ravenswood |
| 58 | BHER Ravenswood Solar 1, LLC | Powin, LLC | 07/12/2024 | ESA (Energy Storage Agreement) | Ravenswood |
| 59 | BigBeau Solar, LLC | Powin, LLC | 02/01/2021 | ESA (Energy Storage Agreement) | Big Beau 2 |
| 60 | BigBeau Solar, LLC | Powin, LLC | 07/19/2021 | LTSA (Long Term Service Agreement) | Big Beau 2 |
| 61 | BigBeau Solar, LLC | Powin, LLC | 07/19/2021 | LTSA (Long Term Service Agreement) | Big Beau 1 |
| 62 | BigBeau Solar, LLC | Powin, LLC | 02/01/2021 | ESA (Energy Storage Agreement) | Big Beau 1 |
| 63 | Cameron Wind 1, LLC | Powin, LLC | 05/03/2024 | ESA (Energy Storage Agreement) | Sabal Augmentation |
| 64 | Cameron Wind 1, LLC | Powin, LLC | 05/03/2024 | ESA (Energy Storage Agreement) | Sabal |
| 65 | Cameron Wind 1, LLC | Powin, LLC | 04/01/2024 | LTSA (Long Term Service Agreement) | Sabal |
| 66 | Chaparral Springs, LLC | Powin, LLC | 07/27/2022 | ESA (Energy Storage Agreement) | Willow Springs |
| 67 | Chaparral Springs, LLC | Powin, LLC | 08/08/2022 | LTSA (Long Term Service Agreement) | Willow Springs |
| 68 | Chaparral Springs, LLC | Powin, LLC | 08/08/2022 | LTSA (Long Term Service Agreement) | Chaparral Springs |
| 69 | Chaparral Springs, LLC | Powin, LLC | 07/27/2022 | ESA (Energy Storage Agreement) | Chaparral Springs |
| 70 | Clean Peak Energy (CPE) | Powin, LLC | 09/09/2019 | ESA (Energy Storage Agreement) | Wanneroo Plaza - CPE-1 |
| 71 | Clean Peak Energy (CPE) | Powin, LLC | 09/09/2019 | ESA (Energy Storage Agreement) | Lansell Square CPE-4 |
| 72 | Clean Peak Energy (CPE) | Powin, LLC | 09/09/2019 | ESA (Energy Storage Agreement) | Bateau |
| 73 | Clean Peak Energy (CPE) | Powin, LLC | 09/09/2019 | ESA (Energy Storage Agreement) | Salamander Bay CPE-2 |
| 74 | Clean Peak Energy (CPE) | Powin, LLC | 05/20/2021 | Purchase Order | Phase 2 |
| 75 | Convergent Energy and Power LP | Powin, LLC | 02/16/2022 | ESA (Energy Storage Agreement) | West Warwick III |
| 76 | Convergent Energy and Power LP | Powin, LLC | 02/16/2022 | ESA (Energy Storage Agreement) | West Warwick II |
| 77 | Convergent Energy and Power LP | Powin, LLC | 02/16/2022 | ESA (Energy Storage Agreement) | West Warwick I |
| 78 | CS Energy, LLC | Powin, LLC | 09/29/2020 | Purchase Order | Countryside |
| 79 | Desert Quartzite | Powin, LLC | 12/12/2023 | LTSA (Long Term Service Agreement) | Desert Quartzite |
| 80 | Desert Quartzite, LLC | Powin, LLC | 02/28/2025 | ESA (Energy Storage Agreement) | Desert Quartzite |
| 81 | Desert Quartzite, LLC | Powin, LLC | 10/18/2024 | ESA (Energy Storage Agreement) | Desert Quartzite |
| 82 | Desert Quartzite, LLC | Powin, LLC | 03/20/2024 | LTSA (Long Term Service Agreement) | Desert Quartzite |
| 83 | Desert Quartzite, LLC | Powin, LLC | 03/20/2024 | ESA (Energy Storage Agreement) | Desert Quartzite |
| 84 | Desert Quartzite, LLC | Powin, LLC | 12/06/2022 | ESA (Energy Storage Agreement) | Desert Quartzite |
| 85 | DTE Electric Company | Powin, LLC | 12/20/2024 | LTSA (Long Term Service Agreement) | Siocum |
| 86 | DTE Electric Company | Powin, LLC | 01/24/2024 | ESA (Energy Storage Agreement) | Trenton |
| 87 | DTE Electric Company | Powin, LLC | 12/15/2022 | ESA (Energy Storage Agreement) | Siocum |
| 88 | East Brookfield Adams Road Solar LLC | Powin, LLC | 09/09/2020 | LTSA (Long Term Service Agreement) | Adams Road |
| 89 | EDF Renewables | Powin, LLC | | Purchase Order | |
| 90 | EDF Renewables Development, Inc. | Powin, LLC | 09/09/2022 | ESA (Energy Storage Agreement) | |
| 91 | El Sol Energy Storage LLC | Powin, LLC | 05/19/2023 | ESA (Energy Storage Agreement) | El Sol |
| 92 | El Sol Energy Storage LLC | Powin, LLC | 04/09/2021 | ESA (Energy Storage Agreement) | El Sol |
| 93 | ESI Inc. | Powin, LLC | 12/05/2022 | ESA (Energy Storage Agreement) | Brandywine |
| 94 | Flower Valley, LLC | Powin, LLC | 05/15/2020 | LTSA (Long Term Service Agreement) | Flower Valley |
| 95 | Flower Valley, LLC | Powin, LLC | 05/15/2020 | Purchase Order | Flower Valley |
| 96 | FORT RIVER SOLAR 2 LLC | Powin, LLC | 09/18/2023 | LTSA (Long Term Service Agreement) | FRS |
| 97 | Front Range-Midway Solar Project, LLC | Powin, LLC | 11/17/2021 | ESA (Energy Storage Agreement) | Fountain |

| CN | Counterparty Name | Debtor Party | Contract Effective Date | Contract Type | Project Name |
|-----|--|--------------|-------------------------|------------------------------------|--|
| 98 | Front Range-Midway Solar Project, LLC | Powin, LLC | 11/17/2021 | ESA (Energy Storage Agreement) | Fountain |
| 99 | Galp Parques Fotovoltaicos de Alcoutim | Powin, LLC | 12/04/2023 | ESA (Energy Storage Agreement) | Alcoutim |
| 100 | Galp Parques Fotovoltaicos de Alcoutim, LDA | Powin, LLC | 10/01/2024 | LTSA (Long Term Service Agreement) | Alcoutim |
| 101 | Go Electric Inc | Powin, LLC | 08/31/2018 | ESA (Energy Storage Agreement) | Go Electric, ThunderBay |
| 102 | Go Electric, Inc | Powin, LLC | 02/02/2023 | LTSA (Long Term Service Agreement) | |
| 103 | Great Kiskadee Storage, LLC | Powin, LLC | 02/21/2025 | ESA (Energy Storage Agreement) | Great Kiskadee |
| 104 | Great Kiskadee Storage, LLC | Powin, LLC | 09/30/2024 | LTSA (Long Term Service Agreement) | Great Kiskadee |
| 105 | Great Kiskadee Storage, LLC | Powin, LLC | 09/30/2024 | ESA (Energy Storage Agreement) | Great Kiskadee |
| 106 | Great Kiskadee Storage, LLC | Powin, LLC | 03/27/2024 | LTSA (Long Term Service Agreement) | Great Kiskadee |
| 107 | Great Kiskadee Storage, LLC | Powin, LLC | 08/26/2022 | ESA (Energy Storage Agreement) | Great Kiskadee Storage |
| 108 | Gridspan Energy | Powin, LLC | 10/29/2018 | Purchase Order | Gridspan |
| 109 | Hampden Landfill Solar LLC | Powin, LLC | 07/31/2023 | LTSA (Long Term Service Agreement) | Hampden |
| 110 | Hampden Landfill Solar LLC | Powin, LLC | 05/11/2022 | ESA (Energy Storage Agreement) | Hampden |
| 111 | Hecate Energy Ontario Storage VII, LP | Powin, LLC | 10/30/2018 | LTSA (Long Term Service Agreement) | Kitchener II |
| 112 | Hecate Energy Ontario Storage VII, LP | Powin, LLC | 03/01/2018 | ESA (Energy Storage Agreement) | Kitchener II |
| 113 | Honeywell International | Powin, LLC | 08/18/2021 | LTSA (Long Term Service Agreement) | |
| | Honeywell International Inc. / Honeywell Process Solutions | | 01/11/2019 | ESA (Energy Storage Agreement) | Bruce Power |
| 114 | | Powin, LLC | | | |
| | Honeywell International Inc. / Honeywell Process Solutions | | 01/18/2019 | ESA (Energy Storage Agreement) | Bruce Power |
| 115 | | Powin, LLC | | | |
| 116 | Honeywell International, Inc. | Powin, LLC | 05/01/2020 | Purchase Order | NRStor Enbridge |
| 117 | Honeywell International, Inc. | Powin, LLC | 12/20/2019 | ESA (Energy Storage Agreement) | |
| 118 | Honeywell Limited - HPS CA | Powin, LLC | 12/01/2020 | Purchase Order | NRStor Canopy Growth |
| 119 | Honeywell Limited - HPS CA | Powin, LLC | 03/01/2019 | Purchase Order | Bruce Power |
| 120 | Honeywell Limited - HPS CA | Powin, LLC | 09/23/2020 | Purchase Order | Hydro Extrusion |
| 121 | Honeywell Limited - HPS CA | Powin, LLC | 05/01/2020 | Purchase Order | NRStor Malpack 1.1 |
| 122 | Honeywell Limited - HPS CA | Powin, LLC | 05/01/2020 | Purchase Order | NRStor Malpack 1.2 |
| 123 | Honeywell Limited - HPS CA | Powin, LLC | 03/24/2020 | Purchase Order | NRStor Canopy Growth |
| 124 | Honeywell Limited - HPS CA | Powin, LLC | 05/01/2020 | Purchase Order | NRStor Toyota Boshoku |
| 125 | Honeywell Limited - HPS CA | Powin, LLC | 04/18/2020 | Purchase Order | NRStor Pillers Waterloo |
| 126 | Honeywell Limited - HPS CA | Powin, LLC | 04/02/2020 | Purchase Order | NRStor Pillers Waterloo |
| 127 | Honeywell Limited - HPS CA | Powin, LLC | 04/02/2020 | Purchase Order | NRStor Pillers Brantford |
| 128 | Honeywell Limited - HPS CA | Powin, LLC | 04/02/2020 | Purchase Order | NRStor Rich Foods |
| 129 | Honeywell Limited - HPS CA | Powin, LLC | 05/01/2020 | Purchase Order | NRStor Enbridge |
| 130 | Honeywell Limited - HPS CA | Powin, LLC | 04/02/2020 | Purchase Order | NRStor Decast |
| 131 | Honeywell Limited - HPS CA | Powin, LLC | 04/02/2020 | Purchase Order | NRStor Kellogg |
| 132 | Hummingbird Energy Storage, LLC | Powin, LLC | 07/18/2024 | LTSA (Long Term Service Agreement) | Hummingbird |
| 133 | Hummingbird Energy Storage, LLC | Powin, LLC | 06/03/2024 | ESA (Energy Storage Agreement) | Hummingbird |
| 134 | Hummingbird Energy Storage, LLC | Powin, LLC | 02/10/2023 | LTSA (Long Term Service Agreement) | Hummingbird |
| 135 | Hummingbird Energy Storage, LLC | Powin, LLC | 02/03/2023 | ESA (Energy Storage Agreement) | Hummingbird |
| 136 | Hunt Energy Solutions | Powin, LLC | 06/11/2019 | Purchase Order | Hunt Demo |
| | Idaho Power Company | | 08/21/2023 | LTSA (Long Term Service Agreement) | Black Mesa, WESR, ELMR, Hemingway, MLBA, Filer |
| 137 | | Powin, LLC | | | |
| 138 | Idaho Power Company | Powin, LLC | 12/28/2021 | ESA (Energy Storage Agreement) | MLBA |
| 139 | Idaho Power Company | Powin, LLC | 12/28/2021 | ESA (Energy Storage Agreement) | ELMR |
| 140 | Idaho Power Company | Powin, LLC | 12/28/2021 | ESA (Energy Storage Agreement) | FILR |
| 141 | Idaho Power Company | Powin, LLC | 12/28/2021 | ESA (Energy Storage Agreement) | WESR |
| 142 | Idaho Power Company | Powin, LLC | 02/28/2022 | ESA (Energy Storage Agreement) | Hemingway |
| 143 | Idaho Power Company | Powin, LLC | 06/08/2023 | ESA (Energy Storage Agreement) | Hemingway Expansion |
| 144 | Idaho Power Company | Powin, LLC | 02/28/2022 | ESA (Energy Storage Agreement) | Black Mesa |
| 145 | II Battery Storage US LLC (CAMERON WIND I, LLC) | Powin, LLC | 05/13/2022 | ESA (Energy Storage Agreement) | Sabal |
| 146 | Invenery Services LLC | Powin, LLC | 02/21/2024 | LTSA (Long Term Service Agreement) | El Sol, Orangeville, Arizona Sun |
| 147 | Invenery Services LLC | Powin, LLC | 03/01/2022 | LTSA (Long Term Service Agreement) | Orangeville, El Sol, Az Sun |
| 148 | Invenery Storage Development LLC | Powin, LLC | 10/02/2018 | ESA (Energy Storage Agreement) | MIDAM |
| 149 | Invenery Storage Development LLC | Powin, LLC | 12/20/2019 | ESA (Energy Storage Agreement) | |
| 150 | Invenery Storage Development LLC | Powin, LLC | 02/05/2021 | ESA (Energy Storage Agreement) | Westar/Sedgwick |
| 151 | Jema Energy S.A | Powin, LLC | | Purchase Order | |
| 152 | Jema Energy S.A. | Powin, LLC | 12/20/2018 | Purchase Order | Flexitranstore |
| 153 | KCE TX 2, LLC | Powin, LLC | 06/01/2020 | LTSA (Long Term Service Agreement) | KCE TX2 - Port Lavaca |
| 154 | KCE TX 2, LLC | Powin, LLC | 05/22/2020 | Purchase Order | KCE TX2 - Port Lavaca |
| 155 | KCE TX 7, LLC | Powin, LLC | 06/01/2020 | LTSA (Long Term Service Agreement) | KCE TX7 - Flat Top |
| 156 | KCE TX 7, LLC | Powin, LLC | 05/22/2020 | Purchase Order | KCE TX7 - Flat Top |
| 157 | KCE TX 8, LLC | Powin, LLC | 05/22/2020 | Purchase Order | KCE TX8 - Worsham |
| 158 | KCE TX 8, LLC | Powin, LLC | 06/01/2020 | LTSA (Long Term Service Agreement) | KCE TX8 - Worsham |
| 159 | Key Capture Energy, LLC (KCE) | Powin, LLC | 06/01/2020 | LTSA (Long Term Service Agreement) | NY 3- Pomona |
| 160 | Key Capture Energy, LLC (KCE) | Powin, LLC | 02/20/2020 | Purchase Order | |
| 161 | KMC Thermo, LLC | Powin, LLC | 04/01/2025 | LTSA (Long Term Service Agreement) | Brandywine |
| 162 | La Grange, an Incorporated North Carolina Town | Powin, LLC | 06/30/2021 | LTSA (Long Term Service Agreement) | LaGrange |
| 163 | Leader Energy Storage Technology Co., Ltd | Powin, LLC | 08/24/2021 | Purchase Order | Taiwan (YS00010 - Ysolar) |
| 164 | Leader Energy Storage Technology Co., Ltd | Powin, LLC | 09/30/2022 | ESA (Energy Storage Agreement) | Taiwan (YS00010 - Ysolar) |
| 165 | Leader Energy Storage Technology Co., Ltd | Powin, LLC | 03/03/2022 | Purchase Order | Kinmin |
| 166 | Leader Energy Storage Technology Co., Ltd | Powin, LLC | 08/06/2021 | Purchase Order | Taiwan (YS00010 - Ysolar) |
| 167 | Leader Energy Storage Technology Co., Ltd | Powin, LLC | 03/03/2022 | Purchase Order | Kinmin |
| 168 | Leader Energy Storage Technology Co., Ltd | Powin, LLC | 12/13/2021 | Purchase Order | Leader Project 2 |
| 169 | Lone Star Solar, LLC | Powin, LLC | 08/21/2024 | ESA (Energy Storage Agreement) | Lonestar |
| 170 | Lone Star Solar, LLC | Powin, LLC | 01/19/2024 | ESA (Energy Storage Agreement) | Lonestar |
| 171 | Lone Star Solar, LLC | Powin, LLC | 09/15/2023 | ESA (Energy Storage Agreement) | Lonestar |
| 172 | Lone Star Solar, LLC | Powin, LLC | 05/01/2023 | ESA (Energy Storage Agreement) | Lonestar |
| 173 | Lone Star Solar, LLC | Powin, LLC | 05/01/2023 | LTSA (Long Term Service Agreement) | Lonestar |
| 174 | Longroad | Powin, LLC | 10/11/2024 | ESA (Energy Storage Agreement) | Sunstreams 3 |
| 175 | Longroad BESS Procurement LLC | Powin, LLC | 01/07/2022 | Framework Agreement | |
| 176 | Longroad BESS Procurement, LLC | Powin, LLC | 12/09/2022 | Framework Agreement | |
| 177 | Maverick Solar 6, LLC | Powin, LLC | 07/19/2021 | LTSA (Long Term Service Agreement) | Mav 6 |
| 178 | Mesa Technical Associates, Inc. | Powin, LLC | 10/01/2019 | Purchase Order | Raymond |
| 179 | MG HR S de R.L. de C.V. | Powin, LLC | 12/13/2024 | ESA (Energy Storage Agreement) | Insurgentes Expansion |
| 180 | MG HR, S. de R.L. de C.V. | Powin, LLC | 12/20/2019 | ESA (Energy Storage Agreement) | Insurgentes |
| 181 | MG HR, S. de R.L. de C.V. | Powin, LLC | 01/31/2020 | ESA (Energy Storage Agreement) | Insurgentes |
| 182 | Mitsubishi Electric Power Products, Inc (MEPPI) | Powin, LLC | 12/19/2018 | Purchase Order | |
| 183 | Mitsubishi Electric Power Products, Inc (MEPPI) | Powin, LLC | 12/19/2018 | Purchase Order | |
| | Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS) | | 03/25/2020 | Purchase Order | Fredonia |
| 184 | | Powin, LLC | | | |
| | Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS) | | 03/05/2020 | Purchase Order | Fredonia |
| 185 | | Powin, LLC | | | |
| | Mitsubishi Hitachi Power Systems Americas, Inc. (MHPS) | | 08/31/2020 | ESA (Energy Storage Agreement) | Johanna |
| 186 | | Powin, LLC | | | |
| 187 | Mitsubishi Power Americas Inc | Powin, LLC | 12/08/2022 | LTSA (Long Term Service Agreement) | Tranquility |
| 188 | Mitsubishi Power Americas Inc | Powin, LLC | 12/08/2022 | LTSA (Long Term Service Agreement) | Garland |
| 189 | Mitsubishi Power Americas, Inc. | Powin, LLC | 10/26/2020 | ESA (Energy Storage Agreement) | Garland |
| 190 | Mitsubishi Power Americas, Inc. | Powin, LLC | 02/08/2022 | ESA (Energy Storage Agreement) | Mav 6 |

| CN | Counterparty Name | Debtor Party | Contract Effective Date | Contract Type | Project Name |
|-----|--|--------------|-------------------------|-------------------------------------|-------------------------|
| 191 | Mitsubishi Power Americas, Inc. (MPA) | Powin, LLC | 06/14/2022 | L TSA (Long Term Service Agreement) | MHPS/KCE TX 11 |
| 192 | Mitsubishi Power Americas, Inc. (MPA) | Powin, LLC | 06/28/2021 | L TSA (Long Term Service Agreement) | Tranquility |
| 193 | Mitsubishi Power Americas, Inc. (MPA) | Powin, LLC | 06/28/2021 | L TSA (Long Term Service Agreement) | Garland |
| 194 | Mitsubishi Power Americas, Inc. (MPA) | Powin, LLC | 11/23/2020 | ESA (Energy Storage Agreement) | Tranquility |
| 195 | Mitsubishi Power Americas, Inc. (MPA) | Powin, LLC | 10/16/2020 | ESA (Energy Storage Agreement) | MHPS/KCE TX 23 |
| 196 | Mitsubishi Power Americas, Inc. (MPA) | Powin, LLC | 10/16/2020 | ESA (Energy Storage Agreement) | MHPS/KCE TX 12 |
| 197 | Mitsubishi Power Americas, Inc. (MPA) | Powin, LLC | 05/19/2021 | L TSA (Long Term Service Agreement) | MHPS/KCE TX 11 |
| 198 | Mitsubishi Power Americas, Inc. (MPA) | Powin, LLC | 10/15/2020 | ESA (Energy Storage Agreement) | MHPS/KCE TX 11 |
| 199 | Mitsubishi Power Americas, Inc. (MPA) | Powin, LLC | 05/19/2021 | L TSA (Long Term Service Agreement) | KCE TX 12 |
| 200 | Mitsubishi Power Americas, Inc. (MPA) | Powin, LLC | 05/19/2021 | L TSA (Long Term Service Agreement) | KCE TX 23 |
| 201 | Mitsubishi Power Americas, Inc. (MPA) | Powin, LLC | 01/25/2021 | L TSA (Long Term Service Agreement) | Johanna |
| 202 | Mitsubishi Power Americas, Inc. (MPA) | Powin, LLC | 07/21/2021 | L TSA (Long Term Service Agreement) | Tranquility |
| 203 | Mitsubishi Power Americas, Inc. (MPA) | Powin, LLC | 07/21/2021 | L TSA (Long Term Service Agreement) | Garland |
| 204 | Mitsubishi Power Americas, Inc. (MPA) | Powin, LLC | 11/23/2020 | ESA (Energy Storage Agreement) | Tranquility |
| 205 | Mitsubishi Power Americas, Inc. (MPA) | Powin, LLC | 10/26/2020 | ESA (Energy Storage Agreement) | Garland |
| 206 | Mitsubishi Power Americas, Inc. (MPA) | Powin, LLC | 10/16/2020 | ESA (Energy Storage Agreement) | MHPS/KCE TX 23 |
| 207 | Mitsubishi Power Americas, Inc. (MPA) | Powin, LLC | 10/16/2020 | ESA (Energy Storage Agreement) | MHPS/KCE TX 12 |
| 208 | Mitsubishi Power Americas, Inc. (MPA) | Powin, LLC | 10/16/2020 | ESA (Energy Storage Agreement) | MHPS/KCE TX 11 |
| 209 | Mitsubishi Power Americas, Inc. (MPA) | Powin, LLC | 12/22/2020 | ESA (Energy Storage Agreement) | Mav 6 |
| 210 | Mitsubishi Power Americas, Inc. (MPA) | Powin, LLC | 02/26/2021 | ESA (Energy Storage Agreement) | Mav 6 |
| 211 | Mitsubishi Power Americas, Inc. (MPA) | Powin, LLC | 02/01/2021 | ESA (Energy Storage Agreement) | Big Beau 2 |
| 212 | Mitsubishi Power Americas, Inc. (MPA) | Powin, LLC | 02/01/2021 | ESA (Energy Storage Agreement) | Big Beau 1 |
| 213 | Mitsubishi Power Americas, Inc. (MPA) | Powin, LLC | 04/25/2022 | L TSA (Long Term Service Agreement) | Garland |
| 214 | Munmorah Battery ProjectCo Pty Ltd | Powin, LLC | 01/30/2025 | ESA (Energy Storage Agreement) | Waratah Super Battery |
| 215 | Munmorah Battery ProjectCo Pty Ltd | Powin, LLC | 07/26/2024 | ESA (Energy Storage Agreement) | Waratah |
| 216 | Munmorah Battery ProjectCo Pty Ltd | Powin, LLC | 02/17/2024 | ESA (Energy Storage Agreement) | Waratah |
| 217 | Munmorah Battery ProjectCo Pty Ltd | Powin, LLC | 05/03/2023 | ESA (Energy Storage Agreement) | Waratah |
| 218 | Munmorah Battery ProjectCo Pty Ltd | Powin, LLC | 05/03/2023 | ESA (Energy Storage Agreement) | Waratah |
| 219 | Munmorah Battery ProjectCo Pty Ltd | Powin, LLC | 11/03/2023 | ESA (Energy Storage Agreement) | Waratah Super Battery |
| 220 | Munmorah Battery ProjectCo Pty Ltd | Powin, LLC | 12/16/2022 | L TSA (Long Term Service Agreement) | Waratah Super Battery |
| 221 | Munmorah Battery ProjectCo Pty Ltd | Powin, LLC | 11/04/2022 | ESA (Energy Storage Agreement) | Waratah Super Battery |
| 222 | Nidec ASI S.p.A. | Powin, LLC | 05/29/2019 | Purchase Order | Nidec - Disney Bahamas |
| 223 | Nidec ASI S.p.A. | Powin, LLC | 07/15/2019 | ESA (Energy Storage Agreement) | Nidec - Disney Bahamas |
| 224 | Nidec ASI S.p.A. | Powin, LLC | 07/15/2019 | ESA (Energy Storage Agreement) | Nidec - Disney Bahamas |
| 225 | Northstar Energy Management, LLC | Powin, LLC | 07/03/2024 | L TSA (Long Term Service Agreement) | Poblano |
| 226 | Northstar Energy Management, LLC | Powin, LLC | 02/27/2023 | L TSA (Long Term Service Agreement) | Sunstreams 3 |
| 227 | Oak Hill Solar 1 LLC | Powin, LLC | 09/03/2021 | Purchase Order | |
| 228 | Oak Hill Solar 2 LLC | Powin, LLC | 09/03/2021 | Purchase Order | |
| 229 | Orangeville Energy Storage LLC | Powin, LLC | 11/02/2020 | Purchase Order | Orangeville |
| 230 | Orangeville Energy Storage LLC | Powin, LLC | 11/02/2020 | ESA (Energy Storage Agreement) | Orangeville |
| 231 | Orcas Power & Light Cooperative (OPALCO) | Powin, LLC | 12/04/2019 | Purchase Order | OPALCO |
| 232 | Orcas Power & Light Cooperative (OPALCO) | Powin, LLC | 07/12/2019 | ESA (Energy Storage Agreement) | OPALCO |
| 233 | Ormat Nevada Inc | Powin, LLC | 03/15/2022 | ESA (Energy Storage Agreement) | Bottleneck |
| 234 | Ormat Nevada Inc. | Powin, LLC | 03/15/2022 | ESA (Energy Storage Agreement) | Bottleneck |
| 235 | Ormat Nevada, Inc. | Powin, LLC | 03/30/2023 | ESA (Energy Storage Agreement) | Bottleneck |
| 236 | Ormat Nevada, Inc. | Powin, LLC | 11/03/2023 | L TSA (Long Term Service Agreement) | Bottleneck |
| 237 | Pacificorp | Powin, LLC | 10/06/2021 | ESA (Energy Storage Agreement) | Klamath Falls |
| 238 | Pine Gate Renewables, LLC | Powin, LLC | 02/19/2021 | ESA (Energy Storage Agreement) | Tremont |
| 239 | Pine Gate Renewables, LLC | Powin, LLC | 02/19/2021 | ESA (Energy Storage Agreement) | Rochester |
| 240 | Poblano Energy Storage, LLC | Powin, LLC | 04/17/2023 | ESA (Energy Storage Agreement) | Poblano |
| 241 | Portland General Electric (PGE) | Powin, LLC | 10/07/2019 | Purchase Order | BPSB Microgrid |
| 242 | PowerFlex Solar, LLC | Powin, LLC | 02/21/2025 | ESA (Energy Storage Agreement) | USCS Fresno |
| 243 | Powerflex Systems, Inc. | Powin, LLC | 06/11/2021 | ESA (Energy Storage Agreement) | Ventura |
| 244 | Powerflex Systems, Inc. | Powin, LLC | 06/11/2021 | ESA (Energy Storage Agreement) | Thousand Oaks |
| 245 | PowerFlex Systems, LLC | Powin, LLC | 12/09/2022 | ESA (Energy Storage Agreement) | ESRT NY |
| 246 | PowerFlex Systems, LLC | Powin, LLC | 12/09/2022 | ESA (Energy Storage Agreement) | CSU Fullerton |
| 247 | Powin Energy Ontario Storage, LLC | Powin, LLC | 07/01/2017 | ESA (Energy Storage Agreement) | Stratford |
| 248 | Powin Energy Ontario Storage, LLC | Powin, LLC | 03/29/2018 | L TSA (Long Term Service Agreement) | Stratford |
| 249 | PPA Grand Johanna LLC | Powin, LLC | 12/04/2017 | ESA (Energy Storage Agreement) | Milikan |
| 250 | PPA Grand Johanna LLC | Powin, LLC | 12/04/2017 | L TSA (Long Term Service Agreement) | Milikan |
| 251 | Prisma Energy Solutions LLC | Powin, LLC | | Master Service Agreement | |
| 252 | Public Service Company of New Mexico | Powin, LLC | 05/01/2023 | ESA (Energy Storage Agreement) | South Valley |
| 253 | Public Service Company of New Mexico | Powin, LLC | 05/01/2023 | ESA (Energy Storage Agreement) | Rio Del Oro |
| 254 | Pulse | Powin, LLC | 12/22/2023 | ESA (Energy Storage Agreement) | Overhill |
| 255 | PULSE CLEAN ENERGY SPV WATT LIMITED | Powin, LLC | 12/22/2023 | L TSA (Long Term Service Agreement) | Overhill |
| 256 | Pure Power Solutions, Inc. | Powin, LLC | 02/27/2018 | Purchase Order | Pure Power - Silver Oak |
| 257 | Putah Creek Solar Farms, LLC | Powin, LLC | 12/08/2022 | L TSA (Long Term Service Agreement) | Putah Creek |
| 258 | Putah Creek Solar Farms, LLC | Powin, LLC | 04/22/2021 | ESA (Energy Storage Agreement) | Putah Creek |
| 259 | PuYuan Green Energy Inc. | Powin, LLC | | Purchase Order | PuYuan 650 EVE |
| 260 | QPO Energy, LLC | Powin, LLC | 10/14/2021 | Purchase Order | USA |
| 261 | QPO Energy, LLC | Powin, LLC | 10/01/2021 | Purchase Order | Taiwan |
| 262 | QPO Energy, LLC | Powin, LLC | 10/14/2021 | Purchase Order | USA |
| 263 | QPO Energy, LLC | Powin, LLC | 10/14/2021 | Purchase Order | Taiwan |
| 264 | Rabbitbrush Solar LLC | Powin, LLC | 09/17/2021 | ESA (Energy Storage Agreement) | Rabbitbrush |
| 265 | Rabbitbrush Solar, LLC | Powin, LLC | 07/09/2021 | ESA (Energy Storage Agreement) | Rabbitbrush 2 |
| 266 | Rabbitbrush Solar, LLC | Powin, LLC | 07/09/2021 | ESA (Energy Storage Agreement) | Rabbitbrush 2 |
| 267 | Rabbitbrush Solar, LLC | Powin, LLC | 07/09/2021 | ESA (Energy Storage Agreement) | Rabbitbrush 2 |
| 268 | Rabbitbrush Solar, LLC | Powin, LLC | 07/09/2021 | ESA (Energy Storage Agreement) | Rabbitbrush 2 |
| 269 | Rabbitbrush Solar, LLC | Powin, LLC | 07/09/2021 | ESA (Energy Storage Agreement) | Rabbitbrush 2 |
| 270 | Rabbitbrush Solar, LLC | Powin, LLC | 07/09/2021 | ESA (Energy Storage Agreement) | Rabbitbrush 2 |
| 271 | Rabbitbrush Solar, LLC | Powin, LLC | 07/09/2021 | ESA (Energy Storage Agreement) | Rabbitbrush 2 |
| 272 | Rabbitbrush Solar, LLC | Powin, LLC | 07/09/2021 | ESA (Energy Storage Agreement) | Rabbitbrush 2 |
| 273 | Rabbitbrush Solar, LLC | Powin, LLC | 07/09/2021 | ESA (Energy Storage Agreement) | Rabbitbrush 2 |
| 274 | Rabbitbrush Solar, LLC | Powin, LLC | 07/09/2021 | ESA (Energy Storage Agreement) | Rabbitbrush 2 |
| 275 | Rabbitbrush Solar, LLC | Powin, LLC | 07/09/2021 | ESA (Energy Storage Agreement) | Rabbitbrush 2 |
| 276 | Rabbitbrush Solar, LLC | Powin, LLC | 07/09/2021 | ESA (Energy Storage Agreement) | Rabbitbrush 1 |
| 277 | Rabbitbrush Solar, LLC | Powin, LLC | 07/09/2021 | ESA (Energy Storage Agreement) | Rabbitbrush 1 |
| 278 | Rabbitbrush Solar, LLC | Powin, LLC | 07/09/2021 | ESA (Energy Storage Agreement) | Rabbitbrush 1 |
| 279 | Rabbitbrush Solar, LLC | Powin, LLC | 07/09/2021 | ESA (Energy Storage Agreement) | Rabbitbrush 1 |
| 280 | Rabbitbrush Solar, LLC | Powin, LLC | 07/09/2021 | ESA (Energy Storage Agreement) | Rabbitbrush 1 |
| 281 | Rabbitbrush Solar, LLC | Powin, LLC | 07/09/2021 | ESA (Energy Storage Agreement) | Rabbitbrush 1 |
| 282 | Rabbitbrush Solar, LLC | Powin, LLC | 07/09/2021 | ESA (Energy Storage Agreement) | Rabbitbrush 1 |
| 283 | Rabbitbrush Solar, LLC | Powin, LLC | 07/09/2021 | ESA (Energy Storage Agreement) | Rabbitbrush 1 |
| 284 | Rabbitbrush Solar, LLC | Powin, LLC | 07/09/2021 | ESA (Energy Storage Agreement) | Rabbitbrush 1 |
| 285 | Rabbitbrush Solar, LLC | Powin, LLC | 07/09/2021 | ESA (Energy Storage Agreement) | Rabbitbrush 1 |
| 286 | Rabbitbrush Solar, LLC | Powin, LLC | 07/09/2021 | ESA (Energy Storage Agreement) | Rabbitbrush 1 |
| 287 | Rabbitbrush Solar, LLC | Powin, LLC | 07/09/2021 | ESA (Energy Storage Agreement) | Rabbitbrush 2 |
| 288 | Rabbitbrush Solar, LLC | Powin, LLC | 07/09/2021 | ESA (Energy Storage Agreement) | Rabbitbrush |
| 289 | Rabbitbrush Solar, LLC | Powin, LLC | 03/18/2022 | L TSA (Long Term Service Agreement) | Rabbitbrush 2 |

| CN | Counterparty Name | Debtor Party | Contract Effective Date | Contract Type | Project Name |
|-----|---|--------------|-------------------------|------------------------------------|--------------------------------|
| 290 | Rabbitbrush Solar, LLC | Powin, LLC | 03/18/2022 | LTSa (Long Term Service Agreement) | Rabbitbrush |
| 291 | Rabbitbrush Solar, LLC | Powin, LLC | 09/17/2021 | ESA (Energy Storage Agreement) | Rabbitbrush 2 |
| 292 | Santa Paula Energy Storage, LLC | Powin, LLC | 07/13/2023 | LTSa (Long Term Service Agreement) | Santa Paula |
| 293 | Santa Paula Energy Storage, LLC | Powin, LLC | 10/21/2021 | LTSa (Long Term Service Agreement) | Santa Paula |
| 294 | Santa Paula Energy Storage, LLC | Powin, LLC | 10/21/2021 | ESA (Energy Storage Agreement) | Santa Paula |
| 295 | Saturn Battery I LP | Powin, LLC | 05/01/2023 | LTSa (Long Term Service Agreement) | Bruce Power |
| 296 | Saturn Power Inc. | Powin, LLC | 04/06/2018 | Purchase Order | |
| 297 | SCS Van Wyck 012823 Croton On Hudson, LLC | Powin, LLC | 02/10/2025 | LTSa (Long Term Service Agreement) | Croton Harmon |
| 298 | SCS Van Wyck 012823 Croton On Hudson, LLC | Powin, LLC | 11/23/2021 | ESA (Energy Storage Agreement) | Croton Harmon Train Station |
| 299 | Serrano Solar, LLC | Powin, LLC | 11/06/2024 | ESA (Energy Storage Agreement) | Serrano |
| 300 | Serrano Solar, LLC | Powin, LLC | 05/05/2023 | ESA (Energy Storage Agreement) | Serrano |
| 301 | Solar Star 3, LLC | Powin, LLC | 08/31/2023 | ESA (Energy Storage Agreement) | Solar Star 3 |
| 302 | Solar Star 3, LLC | Powin, LLC | 08/31/2023 | ESA (Energy Storage Agreement) | Solar Star 3 |
| 303 | Solar Star 4, LLC | Powin, LLC | 08/31/2023 | ESA (Energy Storage Agreement) | Solar Star 4 |
| 304 | Southern California Edison Company | Powin, LLC | 09/01/2017 | ESA (Energy Storage Agreement) | |
| 305 | Southern Power Company (SPC) | Powin, LLC | 02/20/2019 | Purchase Order | BESS 225kWh Test Stack |
| 306 | Southern Power Company (SPC) | Powin, LLC | 11/19/2019 | Purchase Order | BESS 225kWh Test Stack |
| 307 | STEM / Mohave Power LLC | Powin, LLC | 01/09/2024 | LTSa (Long Term Service Agreement) | Watersprout |
| 308 | Stem Inc. | Powin, LLC | 03/08/2023 | LTSa (Long Term Service Agreement) | Mosquito 1 |
| 309 | Stem, Inc. | Powin, LLC | 03/08/2024 | LTSa (Long Term Service Agreement) | Dark and Stormy I |
| 310 | Stem, Inc. | Powin, LLC | 03/08/2023 | LTSa (Long Term Service Agreement) | Velvet Mite SD DC |
| 311 | Stem, Inc. | Powin, LLC | 03/08/2023 | LTSa (Long Term Service Agreement) | Dark and Stormy II |
| 312 | Stem, Inc. | Powin, LLC | 03/08/2023 | LTSa (Long Term Service Agreement) | Velvet Mite ML DC |
| 313 | Stem, Inc. | Powin, LLC | 03/08/2023 | LTSa (Long Term Service Agreement) | Velvet Mite MR AC |
| 314 | Stem, Inc. | Powin, LLC | 03/08/2023 | LTSa (Long Term Service Agreement) | Dighton Tremont |
| 315 | Stem, Inc. | Powin, LLC | 03/08/2023 | LTSa (Long Term Service Agreement) | Velvet Mite BR DC |
| 316 | Stem, Inc. | Powin, LLC | 03/08/2023 | LTSa (Long Term Service Agreement) | Velvet Mite QR DC |
| 317 | Stem, Inc. | Powin, LLC | 03/08/2023 | LTSa (Long Term Service Agreement) | Velvet Mite CPR DC |
| 318 | Stem, Inc. | Powin, LLC | 03/08/2023 | LTSa (Long Term Service Agreement) | Velvet Mite TR DC |
| 319 | Stem, Inc. | Powin, LLC | 03/08/2023 | LTSa (Long Term Service Agreement) | Mosquito III |
| 320 | Stem, Inc. | Powin, LLC | 03/08/2023 | LTSa (Long Term Service Agreement) | Mosquito 2 |
| 321 | Stem, Inc. | Powin, LLC | 03/08/2023 | LTSa (Long Term Service Agreement) | Douglas Oak |
| 322 | Stem, Inc. | Powin, LLC | 03/08/2023 | LTSa (Long Term Service Agreement) | Palmer Sykes |
| 323 | Stem, Inc. | Powin, LLC | 02/28/2021 | LTSa (Long Term Service Agreement) | Viper |
| 324 | Stem, Inc. | Powin, LLC | 02/22/2021 | Purchase Order | Tangerine |
| 325 | Stem, Inc. | Powin, LLC | 10/13/2023 | Purchase Order | |
| 326 | Stem, Inc. | Powin, LLC | 03/08/2023 | Purchase Order | Palmer Sykes |
| 327 | Stem, Inc. | Powin, LLC | 03/08/2023 | Purchase Order | Douglas Oak |
| 328 | Stem, Inc. | Powin, LLC | 03/08/2023 | Purchase Order | Dighton Tremont |
| 329 | Stem, Inc. | Powin, LLC | 03/08/2023 | Purchase Order | Dark and Stormy II |
| 330 | Stem, Inc. | Powin, LLC | 03/08/2023 | Purchase Order | Dark and Stormy I |
| 331 | Stem, Inc. | Powin, LLC | 03/08/2023 | Purchase Order | Velvet Mite CPR DC |
| 332 | Stem, Inc. | Powin, LLC | 03/08/2023 | Purchase Order | Velvet Mite TR DC |
| 333 | Stem, Inc. | Powin, LLC | 03/08/2023 | Purchase Order | Velvet Mite SD DC |
| 334 | Stem, Inc. | Powin, LLC | 03/08/2023 | Purchase Order | Velvet Mite ML DC |
| 335 | Stem, Inc. | Powin, LLC | 03/08/2023 | Purchase Order | Velvet Mite MR AC |
| 336 | Stem, Inc. | Powin, LLC | 03/08/2023 | Purchase Order | Velvet Mite BR DC |
| 337 | Stem, Inc. | Powin, LLC | 03/08/2023 | Purchase Order | Velvet Mite QR DC |
| 338 | Stem, Inc. | Powin, LLC | 03/08/2023 | Purchase Order | Mosquito III |
| 339 | Stem, Inc. | Powin, LLC | 03/08/2023 | Purchase Order | Mosquito II |
| 340 | Stem, Inc. | Powin, LLC | 03/08/2023 | Purchase Order | Mosquito I |
| 341 | Stem, Inc. | Powin, LLC | 06/08/2021 | Purchase Order | Watersprout |
| 342 | Stem, Inc. | Powin, LLC | 02/28/2021 | Purchase Order | Viper |
| 343 | Stem, Inc. | Powin, LLC | 01/14/2021 | Purchase Order | Chatham |
| 344 | Stem, Inc. | Powin, LLC | 02/22/2021 | Purchase Order | Viper |
| 345 | Stillwater Energy Storage, LLC | Powin, LLC | 08/22/2018 | Purchase Order | RWE |
| 346 | Strata Solar Services, LLC | Powin, LLC | 08/22/2019 | LTSa (Long Term Service Agreement) | Wilson |
| 347 | Strata Solar, LLC | Powin, LLC | 10/27/2020 | LTSa (Long Term Service Agreement) | GUC Evans Substation |
| 348 | Strata Solar, LLC | Powin, LLC | 03/27/2020 | ESA (Energy Storage Agreement) | GUC Evans Substation |
| 349 | Strata Solar, LLC | Powin, LLC | 08/12/2021 | ESA (Energy Storage Agreement) | LaGrange |
| 350 | Strata Solar, LLC | Powin, LLC | 02/02/2022 | ESA (Energy Storage Agreement) | Dry Bridge |
| 351 | Sun Streams Expansion, LLC | Powin, LLC | 05/29/2024 | ESA (Energy Storage Agreement) | Sunstreams 4 |
| 352 | Sun Streams Expansion, LLC | Powin, LLC | 04/17/2024 | ESA (Energy Storage Agreement) | Sun Streams 3 |
| 353 | Sun Streams Expansion, LLC | Powin, LLC | | ESA (Energy Storage Agreement) | Sun Streams 4 |
| 354 | Sun Streams Expansion, LLC | Powin, LLC | 03/10/2023 | ESA (Energy Storage Agreement) | Sunstreams 4 |
| 355 | Sun Streams PVS, LLC | Powin, LLC | 12/09/2022 | ESA (Energy Storage Agreement) | Sunstreams 3 |
| 356 | SunGrid Solutions | Powin, LLC | 08/08/2019 | Purchase Order | Small Fry |
| 357 | SunGrid Solutions | Powin, LLC | 09/04/2020 | Purchase Order | Ukraine |
| 358 | SunGrid Solutions Inc. | Powin, LLC | 07/24/2019 | Purchase Order | |
| 359 | Swoose, LLC | Powin, LLC | 05/15/2020 | LTSa (Long Term Service Agreement) | Swoose |
| 360 | Swoose, LLC | Powin, LLC | 05/15/2020 | Purchase Order | Swoose |
| 361 | TPE Energy, Inc. | Powin, LLC | 10/27/2020 | Purchase Order | TPE FRRS |
| 362 | TPE Energy, Inc. | Powin, LLC | 11/18/2021 | ESA (Energy Storage Agreement) | J&V Taoyuan Taiwan |
| 363 | TPE Energy, Inc. | Powin, LLC | 11/18/2021 | ESA (Energy Storage Agreement) | Kaohsiung Taiwan PS Substation |
| 364 | Triple Butte, LLC | Powin, LLC | 08/21/2020 | LTSa (Long Term Service Agreement) | Triple Butte |
| 365 | Triple Butte, LLC | Powin, LLC | 08/21/2020 | Purchase Order | Triple Butte |
| 366 | Ulinda Park Project Co Pty Ltd | Powin, LLC | 08/29/2024 | ESA (Energy Storage Agreement) | Ulinda Park |
| 367 | Ulinda Park ProjectCo Pty Ltd | Powin, LLC | 12/23/2024 | ESA (Energy Storage Agreement) | Ulinda Park |
| 368 | Ulinda Park ProjectCo Pty Ltd | Powin, LLC | 06/26/2023 | ESA (Energy Storage Agreement) | Ulinda Park |
| 369 | Ulinda Park ProjectCo Pty Ltd | Powin, LLC | 06/28/2023 | LTSa (Long Term Service Agreement) | Ulinda Park |
| 370 | Ware Palmer Road Solar, LLC | Powin, LLC | 09/09/2020 | LTSa (Long Term Service Agreement) | Palmer |
| 371 | WEG Electric Corp | Powin, LLC | 02/24/2020 | Purchase Order | WEG Demo Stack225 |
| 372 | WEG Electric Corp | Powin, LLC | 01/28/2020 | Purchase Order | WEG Demo Stack225 |
| 373 | West Columbia Storage, LLC | Powin, LLC | 09/09/2019 | LTSa (Long Term Service Agreement) | Glidepath West Columbia |
| 374 | West Columbia Storage, LLC | Powin, LLC | 02/26/2019 | ESA (Energy Storage Agreement) | Glidepath West Columbia |
| 375 | West Columbia Storage, LLC | Powin, LLC | 10/04/2019 | ESA (Energy Storage Agreement) | Glidepath West Columbia |
| 376 | West Columbia Storage, LLC | Powin, LLC | 09/09/2019 | ESA (Energy Storage Agreement) | Glidepath West Columbia |
| 377 | West Warwick Energy Storage 1 LLC | Powin, LLC | 07/12/2024 | LTSa (Long Term Service Agreement) | West Warwick 1 |
| 378 | West Warwick Energy Storage 2 LLC | Powin, LLC | 09/26/2024 | LTSa (Long Term Service Agreement) | West Warwick 2 |
| 379 | West Warwick Energy Storage 3 LLC | Powin, LLC | 09/26/2024 | LTSa (Long Term Service Agreement) | West Warwick 3 |
| 380 | Wildcat I Energy Storage, LLC | Powin, LLC | 11/06/2019 | ESA (Energy Storage Agreement) | Wildcat Project |
| 381 | Wildcat I Energy Storage, LLC | Powin, LLC | 11/06/2019 | LTSa (Long Term Service Agreement) | Wildcat Project |
| 382 | Yuma Solar energy LLC | Powin, LLC | 05/15/2024 | LTSa (Long Term Service Agreement) | Yuma |
| 383 | Yuma Solar Energy LLC | Powin, LLC | 05/19/2023 | ESA (Energy Storage Agreement) | Yuma |

DENTONS US LLP

Tania M. Moyron (*pro hac vice* pending)
Van C. Durrer, II (*pro hac vice* pending)
601 S. Figueroa Street #2500
Los Angeles, CA 90017
Telephone: (213) 623-9300
Facsimile: (213) 623-9924
Email: tania.moyron@dentons.com
van.durrer@dentons.com

John D. Beck (*pro hac vice* pending)
Sarah M. Schrag (*pro hac vice* pending)
1221 Avenue of the Americas
New York, NY 10020-1089
Telephone: (212) 768-6700
Facsimile: (212) 768-6800
Email: john.beck@dentons.com
sarah.schrag@dentons.com

*Proposed Counsel for Debtors and
Debtors in Possession*

TOGUT, SEGAL & SEGAL LLP

Frank A. Oswald (admitted)
550 Broad Street
Suite 1508
Newark, NJ 07102
Telephone: (212) 594-5000
Facsimile: (212) 967-4258
Email: frankoswald@teamtogut.com

Albert Togut (*pro hac vice* pending)
Amanda C. Glaubach (*pro hac vice* pending)
Eitan Blander (*pro hac vice* pending)
One Penn Plaza, Suite 3335
New York, New York 10119
Telephone: (212) 594-5000
Facsimile: (212) 967-4258
Email: altogut@teamtogut.com
aglaubach@teamtogut.com
eblander@teamtogut.com

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

DECLARATION OF GERARD UZZI

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

1. I am the Chief Restructuring Officer (the “CRO”) of Powin, LLC (“Powin”) and the above-referenced affiliated debtors and debtors in possession (collectively, the “Debtors”). I testify in support of the *Omnibus Motion of the Debtors for Entry of an Order (I) Authorizing the Rejection of Legacy Customer Contracts and (II) Granting Related Relief* (the “Motion”) (unless otherwise defined herein, all capitalized terms shall have the same meaning as in the Motion).

2. 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, 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.

3. In incorporate my testimony in the First Day Declaration.

A. ESA and LTSA Lines of Business

4. As more fully set forth in the First Day Declaration, the Debtors have historically operated two lines of business: (i) energy storage integration installation services, whereby the Debtors provide and install batteries at customer sites pursuant to energy supply agreements (“ESA Line of Business”); and (ii) long term servicing, whereby the Debtors maintain and repair the previously installed batteries at customer sites, as needed, pursuant to separate long term servicing agreements (the “LTSA Line of Business”).

5. While the Debtors’ ESA Line of Business has resulted in significant losses and liquidity issues for the Debtors due to its intense working capital requirements, installation delays and losses due to increasing liquidated damages claims, the LTSA Line of Business represents a potentially viable and profitable line of business moving forward, and is necessary to Customers. As described in the First Day Declaration, although the Debtors terminated the employment of most ESA employees before the Petition Date, they have maintained a core group of eighty-three (83) employees, including fifty-nine (59) devoted to operations, and seven (7) with intellectual

property expertise. On the foundation of this core group, the Debtors intend to keep the LTSA Line of Business running during the Chapter 11 Cases, and to utilize revenue from this line of business to fund the Chapter 11 Cases.

B. The Customer Program Motion and the LTSA Program

6. On June 10, 2025, the Debtors filed the Customer Program Motion seeking approval of the LTSA Program. As further described in the Customer Program Motion, under the proposed LTSA Program, the Debtors propose a reduced scope of service at pricing that is designed to be cash flow positive during the postpetition period. On June 13, 2025, the Court approved the Customer Program and the LTSA Program. Docket No. 62.

C. The Winding-Down of the ESA Program and Initial Launch of the LTSA Program

7. For months before the commencement of these Chapter 11 Cases, the Debtors have engaged and continue to engage with their Customers under their ESA Line of Business and to seek reasonable, market terms to resolve each respective business relationship on a bespoke basis. Based on negotiations to date, these terms typically include (i) an agreeable resolution of outstanding receivables due to the Debtors, (ii) the conveyance of certain inventory and parts to the Customer and (iii) providing the Customer with access to certain proprietary technology on a consensual and funded basis. In fact, the Debtors expect to present such a transaction for Court approval shortly.

8. Contracts on Schedule 1 consist of contracts in connection with the ESA Line of Business which the Debtors are no longer able to effectively perform and are unprofitable and burdensome to the Debtors' business (the "ESA Contracts") and Customer contracts in the Debtors' LTSA Line of Business where the Customer has not yet opted-in to the LTSA Program (the "LTSA Contracts").²

² Though some Contracts are described as a "Purchase Order," to the best of my knowledge, these still constitute ESA and LTSA Contracts.

9. *As to the ESA Contracts*, while the Debtors will work with customers under the ESA Line of Business, and seek alternative arrangements for resolution, the Debtors seek rejection of the ESA Contracts for which the Debtors are unable to reach such a resolution.

10. *As to the LTSA Contracts*, likewise, for many months prior to the Petition Date, the Debtors have discussed and continue to discuss the LTSA Line of Business with Customers, culminating in the LTSA Program. A number of such customers have opted-in to the LTSA Program. However, the remaining Customers have not yet opted-in to the LTSA Program. Opting-in to the LTSA Program allows customers to continue to benefit from the bespoke technology, maintenance and repair services offered by the Debtors with respect to previously installed Debtor battery systems at Customer sites. By this Motion, the Debtors seek rejection of Contracts for Customers that do not affirmatively participate in the LTSA Program.

11. Both shortly before and immediately after the commencement of these Chapter 11 Cases, the Debtors have received dozens of Customer demands for assistance with and access to the Debtors' proprietary technology and otherwise to enforce the Contracts.³ In these demands, Customers contend that they are entitled to the enforcement of their rights under the Contracts. The Debtors do not possess the funding or resources to comply with these demands as issued, nor would the Debtors be in a position to cure these alleged defaults in connection with the assumption of any of these Contracts. As a consequence, including for these reasons and those stated above, the Debtors have determined in their business judgment that the Contracts are burdensome to the estates. Although the Debtors continue to seek consensual resolutions regarding the Contracts either through bespoke negotiations or the LTSA Program, if resolution cannot be reached, rejection of the Contracts is necessary for the Debtors to continue to pursue the reorganization of their affairs through a sale or other transaction.

12. The Debtors have determined in their business judgment that the Contracts are burdensome and that rejection of the Contracts will benefit the Debtors' estates. As discussed

³ Many of the Customer demands were in fact issued during the post-petition period, and therefore violate the automatic stay of section 362(a) of the Bankruptcy Code. The Debtors have issued notices to Customers violating the automatic stay, and reserve all rights to seek appropriate remedies from the Court for such violations.

herein, the Contracts consist of (a) unprofitable Contracts under the ESA Line of Business, for which the Debtors no longer have resources (working capital and employees) to fulfill, and (b) Contracts under the LTSA Line of Business with Customers that have not opted-in to the LTSA Program, thereby refusing to adapt to the realities of these Chapter 11 Cases. Nonetheless, the Debtors reserve the right to remove from the scope of the Order Contracts for which the Debtors are able to resolve outstanding issues through the period which is ten (10) days following entry of the Order. This construct will allow the Debtors to continue to work with Customers on a consensual basis while protecting the Debtors' assets and minimizing their exposure to unprofitable Contracts.

13. Without the relief sought in the Motion, the Debtors, who already face liquidity constraints, may incur material expenses for Contracts that are burdensome to the estates. Moreover, the Debtors' Customers have been on notice of the Debtors' inability to fulfill the Contracts since before the commencement of these Chapter 11 Cases, due to the nearly constant communication among the Debtors and their Customers for many months. As a consequence, Customers will not be unduly prejudiced by retroactive rejection, especially given the additional runway to negotiate with the Debtors through the period which is ten (10) days following entry of the Order.

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 June 2025, at Sea Bright, New Jersey in Monmouth County.

/s/Gerard Uzzi
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 OMNIBUS MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER
(I) AUTHORIZING THE REJECTION OF LEGACY CUSTOMER CONTRACTS AND (II)
GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three [3] through four [4], 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 [15241], (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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Debtors: Powin, LLC, *et al.*

Case No. 25-16137 (MBK)

Caption of Order: Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing the Rejection of Legacy Customer Contracts and (II) Granting Related Relief

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

DENTONS US LLP

Tania M. Moyron (*pro hac vice* pending)
Van C. Durrer, II (*pro hac vice* pending)
601 S. Figueroa Street #2500
Los Angeles, CA 90017
Telephone: (213) 623-9300
Facsimile: (213) 623-9924
Email: tania.moyron@dentons.com
van.durrer@dentons.com

John D. Beck (*pro hac vice* pending)
Sarah M. Schrag (*pro hac vice* pending)
1221 Avenue of the Americas
New York, NY 10020-1089
Telephone: (212) 768-6700
Facsimile: (212) 768-6800
Email: john.beck@dentons.com
sarah.schrag@dentons.com

*Proposed Counsel for Debtors and
Debtors in Possession*

TOGUT, SEGAL & SEGAL LLP

Frank A. Oswald (admitted)
550 Broad Street
Suite 1508
Newark, NJ 07102
Telephone: (212) 594-5000
Facsimile: (212) 967-4258
Email: frankoswald@teamtogut.com

Albert Togut (*pro hac vice* pending)
Amanda C. Glaubach (*pro hac vice* pending)
Eitan Blander (*pro hac vice* pending)
One Penn Plaza, Suite 3335
New York, New York 10119
Telephone: (212) 594-5000
Facsimile: (212) 967-4258
Email: altogut@teamtogut.com
aglaubach@teamtogut.com
eblander@teamtogut.com

*Proposed Counsel for Debtors and
Debtors in Possession*

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Debtors: Powin, LLC, *et al.*

Case No. 25-16137 (MBK)

Caption of Order: Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing the Rejection of Legacy Customer Contracts and (II) Granting Related Relief

Upon consideration of the Motion² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”): (i) authorizing (a) the rejection of certain executory contracts set forth on **Schedule 1** (the “Contracts”) (b) effective as of the Rejection Date; and (ii) granting related relief, all as more fully set forth in the Motion; and upon the Declaration attached to the Motion and the First Day 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; and that this Court may enter a final order consistent with Article III of the United States Constitution; 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 and opportunity for hearing on the 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 and at the hearing thereon establish just cause for the relief granted herein; and upon all of the proceedings before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** as set forth herein.
2. To the extent they are executory, the Contracts are deemed rejected effective as of the Rejection Date, provided that, within ten days of this Order, the Debtors may file an notice amending Schedule 1 to remove Contracts from the effect of this Order within the Debtors’ business judgment, and upon, the filing of such a notice, the Contract(s) will not be deemed rejected.

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

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3. For the avoidance of doubt, no counterparty to a Contract shall be entitled to any form of adequate protection.

4. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Local Rules are satisfied by such notice.

5. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon entry.

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

7. The limitations contained in Bankruptcy Rule 6006(f)(6) are waived with respect to the Motion.

8. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.