

**Fill in this information to identify the case:**Debtor Powin, LLCUnited States Bankruptcy Court for the: \_\_\_\_\_ District of New Jersey  
(State)Case number 25-16137**Modified Official Form 410  
Proof of Claim****04/25**

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

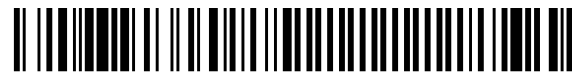
**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages,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

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

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

**Part 1: Identify the Claim**

1. Who is the current creditor?	BMO BANK N.A.	
	Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom?	
3. Where should notices and payments to the creditor be sent?	<b>Where should notices to the creditor be sent?</b> BMO BANK N.A. 1625 W FOUNTAINHEAD PKWY 10TH FL TEMPE, ARIZONA 85282, USA  Contact phone <u>480-943-2360</u> Contact email <u>GILBERT.GONZALEZ@BMO.COM</u>  Uniform claim identifier (if you use one): _____	<b>Where should payments to the creditor be sent? (if different)</b>   Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



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

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>8481</u> ____ ____
7. How much is the claim?	\$ <u>139662.46</u> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  <u>CONTRACT/UCC</u>
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature or property:</b> <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input checked="" type="checkbox"/> Other. Describe: <u>HYSTER + YALE FORKLIFT - A970B04440X + G807N18966X</u>  <b>Basis for perfection:</b> <u>CONTRACT UCC</u> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  <b>Value of property:</b> <u>\$ 139662.46</u> <b>Amount of the claim that is secured:</b> <u>\$ 139662.46</u> <b>Amount of the claim that is unsecured:</b> <u>\$ 0.00</u> (The sum of the secured and unsecured amount should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> <u>\$ 139662.46</u>  <b>Annual Interest Rate</b> (when case was filed) <u>0.0</u> % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

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

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

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

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

☐ Up to \$3,800\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

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

☐ Wages, salaries, or commissions (up to \$17,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

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

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

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

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

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

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

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

\* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

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

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

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

Part 3: Sign Below

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

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

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

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

Executed on date 07/16/2025  
MM / DD / YYYY

/s/Gilbert Arthur Gonzalez  
Signature

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

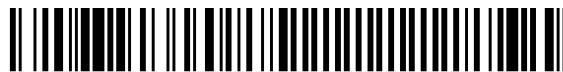
Name Gilbert Arthur Gonzalez  
First name Middle name Last name

Title VF - SAD Admin

Company BMO BANK N.A.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

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



# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 507-8031 | International 001-310-823-9000

<b>Debtor:</b> 25-16137 - Powin, LLC		
<b>District:</b> District of New Jersey, Trenton Division		
<b>Creditor:</b> BMO BANK N.A. 1625 W FOUNTAINHEAD PKWY 10TH FL TEMPE, ARIZONA, 85282 USA <b>Phone:</b> 480-943-2360 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> GILBERT.GONZALEZ@BMO.COM	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded	
	<b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No	
	<b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No	
	<b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> CONTRACT/UCC	<b>Last 4 Digits:</b> Yes - 8481	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 139662.46	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> Yes: 139662.46	<b>Nature of Secured Amount:</b> Other	
<b>Amount of 503(b)(9):</b> No	Describe: HYSTER + YALE FORKLIFT - A970B04440X + G807N18966X	
<b>Based on Lease:</b> No	<b>Value of Property:</b> 139662.46	
<b>Subject to Right of Setoff:</b> No	<b>Annual Interest Rate:</b> 0.0%, Fixed	
	<b>Arrearage Amount:</b> 139662.46	
	<b>Basis for Perfection:</b> CONTRACT UCC	
	<b>Amount Unsecured:</b> 0.00	
<b>Submitted By:</b> Gilbert Arthur Gonzalez on 16-Jul-2025 1:33:44 p.m. Pacific Time		
<b>Title:</b> VF - SAD Admin		
<b>Company:</b> BMO BANK N.A.		



December 27, 2023

Re: Agreement # 300-2708481-001

**POWIN, LLC**  
**20550 SW 115TH AVE**  
**TUALATIN, OR 97062**

Dear SCOTT BENEDETTI

We are pleased to welcome you to our growing portfolio of customers. Our commitment to you does not end when we fund your transaction. If you need assistance with any aspect of this contract, please call our Customer Service department. We will do our very best to serve your needs in a prompt and professional manner.

Please note the following:

Based on the date of your equipment acceptance, your contract commenced on January 01, 2024, pursuant to section one of your contract. Your contract is for 36 months and Monthly payments are \$2,195.43, plus applicable taxes, if any, due on the 1st. As a courtesy, we will invoice you for each payment. Your invoice will be mailed to you no later than 21 days prior to your due date. If you do not receive your invoice at least seven days prior to your due date, please give us a call.

Your first payment due date is February 1, 2024, and you will be invoiced for payment. The Exhibit A has been updated to show the equipment serial number A970B04440X.

We may have mentioned that you could be contacted to provide evidence of insurance for this equipment. If you have already provided a copy of your insurance certificate, we have forwarded the certificate to Assurant Specialty Property, our equipment insurance manager. They may send you a letter in the next few days detailing your insurance requirements under this contract. Please take a few minutes to follow any instructions you may receive from Assurant. Should you have questions regarding insurance, please contact Assurant directly. They will work with both of us to ensure all insurance requirements are fulfilled. Should you choose not to provide the required coverage, we will arrange for Assurant to cover the equipment at your expense. Our property insurance provides greater coverage than normally found in a standard commercial property policy. In addition to fire, theft, and other standard perils, our policy also covers power surge and flood, and there is no deductible for losses over \$100.

At the beginning of the month you will receive a ServiceOne letter from us providing details on how to access your online account information, get copies of your contract or invoice and much more. Again, thank you for your business. Should you have additional financing needs, please call us at 800-841-4433.

Sincerely,

Taura Lancaster  
Contract Administrator



**EQUIPMENT SCHEDULE NO. 300-2708481-001  
TO COMMERCIAL MASTER LEASE AGREEMENT NO. 2708481  
DATED OCTOBER 11, 2023**

**LESSEE: POWIN, LLC**  
7524 E WARNER RD BLDG. 1A  
MESA, AZ 85212

**SUPPLIER: ARNOLD MACHINERY COMPANY**  
2975 W 2100 S  
SALT LAKE CITY, UT 84119

**PHONE: 503-598-6659**

**PHONE: 801-972-4000**

**EQUIPMENT: See Exhibit A attached hereto**

**EQUIPMENT SCHEDULE LEASE TERMS:**

Commencement Date of Lease:	01/01/2024	(To be filled in by us per Section 2 of the Schedule)
Lease Term (number of months):	36, plus any extension and renewal periods	
Number of Rentals Paid in advance:	0 (First and Last 0)	
End of Term:	Purchase Option: Fair Market Value, plus applicable taxes, if any	
Monthly Rental Amount:	\$2,195.43, plus applicable taxes, if any	

This Equipment Schedule (the "Schedule") has been written in plain English. The words "you" and "your" herein refer to the Lessee listed above. The words "we", "us" and "our" refer to the Lessor, BMO Bank N.A.. This Schedule is entered into pursuant to the above referenced Commercial Master Lease Agreement (the "Agreement") between you and us. By signing below, you and we reaffirm and incorporate herein by reference all the terms, covenants, and conditions of the Agreement as if such terms, covenants and conditions were fully set forth in this Schedule. All capitalized terms used and not defined in this Schedule have the definitions stated in the Agreement. You agree that a signed electronically transferred or faxed version of this Schedule shall be deemed to be of the same force and effect as an original of a manually signed Schedule.

**Lease of Equipment.** This Schedule and the Agreement as it relates to this Schedule constitute a lease ("Lease") of the personal property described above plus any replacements, additions and accessories attached to the property (collectively herein referred to as the "Equipment" for this Schedule). This Equipment and the supplier referenced above have been selected by you and if you have entered into any purchase or supply contract for the Equipment, you assign to us your rights under such supply contract. By executing this Schedule, you request us to order the Equipment, arrange for its delivery to you and pay for the Equipment upon your acceptance of it.

**Term and Rent.** The term of this Lease is the number of months listed above as the Initial Lease Term plus any extensions and renewal periods. This Lease cannot be canceled and you agree that all of your obligations herein are absolute and unconditional. You agree to pay to us the Rental Amount ("Rental") shown for the Initial Lease Term plus any extensions and renewal periods. This Lease will commence on the date when the Equipment is accepted by you and the Equipment will be deemed irrevocably accepted by you upon the earlier of: a) the delivery to us of a signed Acceptance Certificate (if requested by us); or b) 10 days after delivery of the Equipment to you if previously you have not given written notice to us of your non-acceptance. Any payments shown above as required in advance shall be due before we fund this transaction. Subsequent payments shall become due on a consecutive payment period basis thereafter starting on the 1st day of each month after funding this transaction if funded on the 1st through the 14th day of the month or starting on the 15th day of each month if funded on the 15th through the 24th day of the month or starting on the 1st of the following month if funded on the 25th through the last day of each month.

**Electronic Signatures.** This Agreement may be in the form of an Electronic Record and may, only so long as we have expressly agreed in favor of the other party(ies) hereto to accept Electronic Signatures, be executed using Electronic Signatures (including manually executed paper documents that are sent by facsimile or pdf), which shall be considered an original and shall have the same legal effect, validity and enforceability as an original paper record. This Agreement may be executed in one or more counterparts, including both paper and electronic counterparts, but all such counterparts shall constitute one and the same agreement. If this Agreement (or a counterpart hereof) is in the form of an Electronic Record, each of the parties hereto acknowledges and agrees that we may, in our sole discretion: (a) designate one version hereof as the sole authoritative copy of this Agreement (the "Authoritative Copy") and maintain, in the ordinary course of our business, the Authoritative Copy in a document management system designated by us for the storage of authoritative copies of Electronic Records (and destroy any paper original thereof); and/or (b) convert

EQUIPMENT SCHEDULE NO. 300-2708481-001

the same to paper format and mark such converted version as the "original" (the "Paper Original"), which Paper Original shall be binding on the parties hereto. For purposes hereof, each of the terms "Electronic Record" and "Electronic Signature" has the respective meaning assigned to it in 15 USC §7006 (as the same may be amended from time to time).

Dated: October 12, 2023

**LESSOR:****BMO BANK N.A.**

This Agreement shall not be binding on us until it has been accepted and executed by the Lessor.

Signature: *JOSEPH CARUSONE*  
F44AA6C376C84BA...

Print Name: JOSEPH CARUSONETitle: Specialist I-IC Deal FulfillmentDate: 12/28/2023

1625 W. Fountainhead  
Tempe, AZ 85282 | 800-841-4433

**Audrey****Phelps**

Digitally signed by Audrey Phelps  
DN: cn=Audrey Phelps, ou=Specialist I-IC,  
o=Vehicle Equipment Financing,  
email=Audrey.phelps@bmo.com, c=US  
Date: 2023.12.28 09:02:36 -0700

**LESSEE:****POWIN, LLC**

The undersigned affirms that he/she is a duly authorized corporate officer, partner or proprietor of the above-named Lessee.

Signature: *SCOTT R BENEDETTI*  
99E723B265F84F2...

Print Name: SCOTT R BENEDETTITitle: Sr. Dir, Sales Inv Ops Planning (SIOP)Date: 10/12/2023

Lessee Tax ID#: \_\_\_\_\_

The original of this Agreement has the Lessor's original signature. Any purchaser of this paper is hereby notified that a security interest has been granted to the party holding the copy of this Agreement with the original Lessor's signature.

**RETURN PROVISIONS ADDENDUM****TO COMMERCIAL MASTER LEASE AGREEMENT NO. 2708481 DATED OCTOBER 11, 2023 AS RESPECTS EQUIPMENT SCHEDULE NO. 300-2708481-001 ("SCHEDULE") BETWEEN BMO BANK N.A. ("LESSOR") AND POWIN, LLC ("LESSEE")**

The Agreement is hereby amended as it respects the Equipment covered by this Schedule by adding the following paragraph 21 to the Commercial Master Lease Agreement:

**20. Further End of Term Provisions.** Not less than 90 days prior to expiration of the term you agree to provide us written notice addressed to 1625 W. Fountainhead, Tempe, AZ 85282 of whether you will exercise your purchase option, if any, or return the Equipment to us. If you do not provide written notice of exercise of any purchase option you have, the option shall lapse except as you and we may subsequently agree. If you do not provide written notice at such time, the Agreement will continue on a month to month basis as contemplated in Section 16.

At the expiration of the original or extended term, as appropriate, where a purchase option has not been exercised, you will return all the Equipment to us at a location we specify on notice to you. The Equipment must be delivered to us in the same condition and repair as at the commencement of the term hereof, reasonable wear and tear accepted, and subject to the following further understandings:

**(II) End of Term:** If any item of Equipment has been operated in excess of the annual maximum of 1,500 hours a year you will pay us the following excess hours charges:

- a. \$3.50 per excess hour for each unit;
- b. You will immediately notify Lessor if the Hour Meter becomes inoperative for any reason. You will promptly cause the Hour Meter or gauges or indicators to be properly repaired.
- c. Any tampering, intentional damage or destruction of Hour Meter, or gauges or indicators or items required for their proper operation shall be an Event of Default and you will indemnify Lessor for any loss of its tax benefits under paragraph 10.

**(III) Return:** Lessee commits to returning Equipment to Lessor, under the following conditions.

- a. Equipment must function normally, and be capable of undertaking the operations that it was made for while under full load in both forward and reverse, and must have been serviced as to the specifications of the Manufacturer.
- b. In addition to the terms and conditions of the Agreement all lift truck Equipment must be returned with all major components, including forks, attachments, load back rests, overhead guards, and sheet metal as when delivered. In addition, electric lift trucks will be required to be returned with batteries and chargers that were part of the Agreement. The Equipment must be returned without any structural damage, dented excessive rust or corrosion or missing any parts. All damage whether accidental, intentional or due to incorrect use will have to be repaired to the Manufacturer's specifications before the Equipment is returned. All lights will be undamaged and operational. The interior of the cab including the instrument panel and other accessories shall be undamaged.
- c. The engine must work to the specifications of the engine manufacturer. The engine should have no oil or water leaks or excessive smoke from the exhaust. No water should be present in the hydraulic system, the engine oil, or the transmission. Transmission and clutch will work properly without sticking or slippage. The cooling system will be capable of keeping Equipment within the correct operating temperature range. There shall be no leaks, holes or obstruction. It shall be properly filled with coolant recommended by the Manufacturer.
- d. Brakes must function normally and capable of stopping the Equipment within a safe distance per Manufacturer's specifications. Brake linings shall be at least 50% and show no signs of leakage.
- e. For electric equipment, the batteries shall be charged, operational and capable of functioning. There shall be no leaks or cracks and batteries should be filled to correct fluid levels. All cells should be functional and capable of maintaining the required charge.
- f. The hydraulic system including the cylinders, motor, pumps, hoses, and pipes should be functioning correctly and show no signs of leakage, cracks, corrosion, scratches or warping and should work correctly under the pressure to the Manufacturer's specification.
- g. All accessories and attachments must function normally. Wear parts will show a maximum of 60% wear.
- h. The tires should not have more than 50% wear and should be of the same width, tread, size and characteristics as the original tires.
- i. Equipment will be returned with all the components, accessories, attachments, parts, and pieces that were provided when delivered.

Executed as of the date of our execution of the Schedule.

**LESSOR:**

**BMO BANK N.A.** DocuSigned by:

Signature: JOSEPH CARUSONE

F44AA8C376C84BA...

Print Name: JOSEPH CARUSONE

Title: Specialist I-IC Deal Fulfillment

Date: 12/28/2023

**Audrey Phelps**

Digitally signed by Audrey Phelps  
DN: cn=Audrey Phelps, ou=Specialist I-IC  
Vehicle Equipment Financing,  
email=audrey.phelps@bmo.com, c=US  
Date: 2023.12.28 09:04:03 -0700

**LESSEE:**

**POWIN, LLC** DocuSigned by:

Signature: SCOTT R BENEDETTI

99E723B265F84F2...

Print Name: SCOTT R BENEDETTI

Title: Sr. Dir, Sales Inv Ops Planning (SIOP)

Date: 10/12/2023

**EXHIBIT A**  
**TO EQUIPMENT SCHEDULE NO. 300-2708481-001 OF COMMERCIAL**  
**MASTER LEASE AGREEMENT NO. 2708481 DATED OCTOBER 11, 2023**  
**BETWEEN BMO BANK N.A. ("LESSOR") AND POWIN, LLC ("LESSEE")**

**VENDOR:**

ARNOLD MACHINERY COMPANY  
2975 W 2100 S  
SALT LAKE CITY, UT 84119

**EQUIPMENT LOCATION:**

7524 E WARNER RD, BUILDING 1A  
MESA, AZ 85212

NEW HYSTER J90XN FORKLIFT  
SN: A970B04440X

**EXHIBIT A**  
**TO EQUIPMENT SCHEDULE NO. 300-2708481-001 OF COMMERCIAL**  
**MASTER LEASE AGREEMENT NO. 2708481 DATED OCTOBER 11, 2023**  
**BETWEEN BMO BANK N.A. ("LESSOR") AND POWIN, LLC ("LESSEE")**

**VENDOR:**

ARNOLD MACHINERY COMPANY  
2975 W 2100 S  
SALT LAKE CITY, UT 84119

**EQUIPMENT LOCATION:**

7524 E WARNER RD, BUILDING 1A  
MESA, AZ 85212

NEW HYSTER J90XN FORKLIFT  
SN: A970B04440X



# ACCEPTANCE CERTIFICATE HOLD FOR DELIVERY

**FOR EQUIPMENT SCHEDULE NO: 300-2708481-001**  
**TO COMMERCIAL MASTER LEASE NO: 2708481**  
**DATED: OCTOBER 11, 2023**

**LESSEE: POWIN, LLC**  
**7524 E WARNER RD BLDG. 1A**  
**MESA, AZ 85212**

**SUPPLIER: ARNOLD MACHINERY COMPANY**  
**2975 W 2100 S**  
**SALT LAKE CITY, UT 84119**

**PHONE: 503-598-6659**

**PHONE: 801-972-4000**

**EQUIPMENT: See Exhibit A to Equipment Schedule**  
**EQUIPMENT SCHEDULE LEASE TERMS:**

Lease Term (number of months):	36, plus any extension and renewal periods
Number of Rentals Paid in advance:	0 (First and Last 0)
End of Term:	Purchase Option: Fair Market Value, plus applicable taxes, if any
Monthly Rental Amount:	\$2,195.43, plus applicable taxes, if any

This Acceptance Certificate has been written in plain English. The word "Schedule" refers to the specific Equipment Schedule referenced above which is part of the above referenced Commercial Master Lease Agreement ("Agreement"). The word "Equipment" refers to the personal property leased under the Schedule. The words "you" and "your" refer to the Lessee listed above. The words "we", "us" and "our" refer to the Lessor, BMO Bank N.A.. You agree that an electronically transferred or faxed version of this signed Acceptance Certificate shall be deemed to be of the same force and effect as an original of a manually signed Acceptance Certificate.

You hereby acknowledge the receipt in good condition of all of the Equipment in accordance with the terms and conditions of the Schedule and the Agreement as it relates to the Schedule. You accept this Equipment and agree that we have performed all of our obligations under the Agreement pertaining to this Schedule. You acknowledge that the lease established by this Schedule is NON-CANCELABLE for any reason until all of your obligations under this Agreement have been fulfilled. You acknowledge that you have selected the supplier and the Equipment based on your own judgment and that we have NO RESPONSIBILITY AS TO THE SATISFACTORY PERFORMANCE OR MAINTENANCE of the Equipment. WE MAKE NO WARRANTIES REGARDING THE EQUIPMENT. In reliance upon your execution of this Acceptance Certificate, we will pay the supplier for the Equipment. This Acceptance Certificate cannot be changed except in writing signed by you and us. Your Rentals due under the Schedule shall commence in accordance with the terms of the Schedule.

**LESSEE:**  
**POWIN, LLC**

Upon signing below, you affirm that you are an authorized corporate officer, partner or proprietor of the Lessee.

Signature: SCOTT R BENEDETTI

99E723B265F84F2...

Print Name: SCOTT R BENEDETTI

Title: Sr. Dir, Sales Inv Ops Planning (SIOP)

Acceptance Date: 10/12/2023

*After signing this form, please fax it to Contract Administration at 800-268-1591 to expedite the commencement of your agreement.*

**BILLING INFORMATION****FOR LEASE AGREEMENT NO. 300-2708481-002**

LESSEE: **POWIN, LLC**  
**7524 E WARNER RD BLDG. 1A, MESA, AZ 85212**  
 PHONE: **503-598-6659**

**1. Accounts Payable Contact Information**

A/P Contact (required): \_\_\_\_\_ A/P Phone Number (required): \_\_\_\_\_

Email: \_\_\_\_\_ Fax Number: \_\_\_\_\_

(Recommended to expedite receipt of account updates, including notification of commencement and payment due dates.)

**2. Billing Address****20550 SW 115TH AVE, TUALATIN, OR 97062**

\_\_\_\_\_ The billing address stated above is correct **OR** \_\_\_\_\_ Change the billing address to:

STREET ADDRESS/POST OFFICE BOX:
---------------------------------

CITY, STATE, ZIP CODE:
------------------------

**3. Do you require a Purchase Order # on the invoice?** \_\_\_\_\_ No \_\_\_\_\_ Yes

If Yes, please provide:

PURCHASE ORDER #:	EXPIRATION DATE:
-------------------	------------------

CONTACT NAME:	PHONE #:
---------------	----------

**4. Do you require a copy of our W-9?** \_\_\_\_\_ No \_\_\_\_\_ Yes, send to: \_\_\_\_\_

**5. Are you tax exempt?** \_\_\_\_\_ No \_\_\_\_\_ Yes

If yes, please forward a copy of your exemption certificate with the signed lease documents. If you are tax exempt and a certificate is not received, we are required to include tax with the monthly rental payment.

**6. Equipment Location****7524 E WARNER RD, BUILDING 1A, MESA, AZ 85212**

\_\_\_\_\_ The equipment location stated above is correct **OR** \_\_\_\_\_ Change the equipment location address to (may incur additional tax):

STREET ADDRESS (physical address required, <b>cannot be a PO Box</b> ):
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CITY, STATE, ZIP CODE:
------------------------

This form completed by: \_\_\_\_\_  
 (Name and Title)



October 12, 2023

POWIN, LLC  
7524 E WARNER RD BLDG. 1A  
MESA, AZ 85212

Schedule No. 300-2708481-002 to Commercial Master Lease Agreement No. 2708481

Dear CUSTOMER :

We at BMO Harris Bank N.A. are pleased to provide financing to grow your business. Enclosed are your contract documents written in plain English for your review. Please provide the authorized signature(s) and requested information for your company and any guarantors, as applicable on the following documents:

**Equipment Schedule**

**Addendum to Commercial Master Lease Agreement – Return Provisions**

**Acceptance Certificate:** Keep this document until your Equipment has been delivered. After inspecting your Equipment, sign this form, and immediately return to the undersigned via email or fax.

**Billing Information:** In order for us to properly bill and credit your account, please complete this form and return it with your signed Agreement.

**Insurance:** Please note that you are required to insure the equipment on this contract. The requirements include Loss Payee and Additional Insured endorsements as well as theft coverage. You will be contacted at a later date to provide evidence of insurance coverage. Should you choose not to provide the required coverage, we will arrange for our insurance program to cover the equipment at your expense. Our property insurance provides greater coverage than normally found in a standard commercial property policy. In addition to fire, theft, and other standard perils, our policy also covers power surge and flood, and there is no deductible for losses over \$100.

**Optional Pre-Authorized Debit Plan:** If you would like your contract payments automatically debited from your account, please complete this form, provide an authorized signature and attach a voided copy of your check.

**PLEASE RETURN ALL PAGES OF YOUR COMPLETED CONTRACT DOCUMENTS (INCLUDING A COPY OF YOUR CHECK, IF APPLICABLE, AND THOSE NOT REQUIRING SIGNATURE) VIA EMAIL OR FAX TO THE UNDERSIGNED TODAY SO WE CAN EXPEDITE YOUR ORDER.**

We would like to thank you for doing business with us. Please call us at 800-841-4433 if you have any questions regarding your agreement or if you have any additional financing needs in the future. We look forward to helping you finance the growth of your business.

Very truly yours,

Taura Lancaster  
BMO Harris Bank N.A.  
materialhandling@financial-svcs.com

Enclosures

**IMPORTANT INFORMATION REGARDING OBTAINING AN EXTENSION OF CREDIT:**

To help the Federal government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person/entity who obtains an extension of credit from the institution. When you obtain an extension of credit, we will ask for your name; street address; taxpayer identification number or alien identification number as applicable; date of birth (individual applicants and sole proprietors only); and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.



**EQUIPMENT SCHEDULE NO. 300-2708481-002**  
**TO COMMERCIAL MASTER LEASE AGREEMENT NO. 2708481**  
**DATED OCTOBER 11, 2023**

**LESSEE: POWIN, LLC**  
**7524 E WARNER RD BLDG. 1A**  
**MESA, AZ 85212**

**SUPPLIER: ARNOLD MACHINERY COMPANY**  
**2975 W 2100 S**  
**SALT LAKE CITY, UT 84119**

**PHONE: 503-598-6659**

**PHONE: 801-972-4000**

**EQUIPMENT: See Exhibit A attached hereto**

**EQUIPMENT SCHEDULE LEASE TERMS:**

Commencement Date of Lease:	_____ (To be filled in by us per Section 2 of the Schedule)
Lease Term (number of months):	36, plus any extension and renewal periods
Number of Rentals Paid in advance:	0 (First and Last 0)
End of Term:	Purchase Option: Fair Market Value, plus applicable taxes, if any
Monthly Rental Amount:	\$1,070.23, plus applicable taxes, if any

This Equipment Schedule (the "Schedule") has been written in plain English. The words "you" and "your" herein refer to the Lessee listed above. The words "we", "us" and "our" refer to the Lessor, BMO Harris Bank N.A.. This Schedule is entered into pursuant to the above referenced Commercial Master Lease Agreement (the "Agreement") between you and us. By signing below, you and we reaffirm and incorporate herein by reference all the terms, covenants, and conditions of the Agreement as if such terms, covenants and conditions were fully set forth in this Schedule. All capitalized terms used and not defined in this Schedule have the definitions stated in the Agreement. You agree that a signed electronically transferred or faxed version of this Schedule shall be deemed to be of the same force and effect as an original of a manually signed Schedule.

**Lease of Equipment.** This Schedule and the Agreement as it relates to this Schedule constitute a lease ("Lease") of the personal property described above plus any replacements, additions and accessories attached to the property (collectively herein referred to as the "Equipment" for this Schedule). This Equipment and the supplier referenced above have been selected by you and if you have entered into any purchase or supply contract for the Equipment, you assign to us your rights under such supply contract. By executing this Schedule, you request us to order the Equipment, arrange for its delivery to you and pay for the Equipment upon your acceptance of it.

**Term and Rent.** The term of this Lease is the number of months listed above as the Initial Lease Term plus any extensions and renewal periods. This Lease cannot be canceled and you agree that all of your obligations herein are absolute and unconditional. You agree to pay to us the Rental Amount ("Rental") shown for the Initial Lease Term plus any extensions and renewal periods. This Lease will commence on the date when the Equipment is accepted by you and the Equipment will be deemed irrevocably accepted by you upon the earlier of: a) the delivery to us of a signed Acceptance Certificate (if requested by us); or b) 10 days after delivery of the Equipment to you if previously you have not given written notice to us of your non-acceptance. Any payments shown above as required in advance shall be due before we fund this transaction. Subsequent payments shall become due on a consecutive payment period basis thereafter starting on the 1st day of each month after funding this transaction if funded on the 1st through the 14th day of the month or starting on the 15th day of each month if funded on the 15th through the 24th day of the month or starting on the 1st of the following month if funded on the 25th through the last day of each month.

**Electronic Signatures.** This Agreement may be in the form of an Electronic Record and may, only so long as we have expressly agreed in favor of the other party(ies) hereto to accept Electronic Signatures, be executed using Electronic Signatures (including manually executed paper documents that are sent by facsimile or.pdf), which shall be considered an original and shall have the same legal effect, validity and enforceability as an original paper record. This Agreement may be executed in one or more counterparts, including both paper and electronic counterparts, but all such counterparts shall constitute one and the same agreement. If this Agreement (or a counterpart hereof) is in the form of an Electronic Record, each of the parties hereto acknowledges and agrees that we may, in our sole discretion: (a) designate one version hereof as the sole authoritative copy of this Agreement (the "Authoritative Copy") and maintain, in the ordinary course of our business, the Authoritative Copy in a document management system designated by us for the storage of authoritative copies of Electronic Records (and destroy any paper original thereof); and/or (b) convert

the same to paper format and mark such converted version as the "original" (the "Paper Original"), which Paper Original shall be binding on the parties hereto. For purposes hereof, each of the terms "Electronic Record" and "Electronic Signature" has the respective meaning assigned to it in 15 USC §7006 (as the same may be amended from time to time).

Dated: October 12, 2023

**LESSOR:**  
**BMO HARRIS BANK N.A.**

This Agreement shall not be binding on us until it has been accepted and executed by the Lessor.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

1625 W. Fountainhead Pkwy, AZ-FTN-10C-A  
Tempe, AZ 85282 | 800-841-4433

**LESSEE:**  
**POWIN, LLC**

The undersigned affirms that he/she is a duly authorized corporate officer, partner or proprietor of the above-named Lessee.

DocuSigned by:  
*SCOTT R BENEDETTI*  
Signature: \_\_\_\_\_  
99E723B265F84F2...

Print Name: SCOTT R BENEDETTI

Title: Sr. Dir, Sales Inv Ops Planning (SIOP)

Date: 10/12/2023

Lessee Tax ID#: \_\_\_\_\_

The original of this Agreement has the Lessor's original signature. Any purchaser of this paper is hereby notified that a security interest has been granted to the party holding the copy of this Agreement with the original Lessor's signature.

**EXHIBIT A**  
**TO EQUIPMENT SCHEDULE NO. 300-2708481-002 OF COMMERCIAL MASTER**  
**LEASE AGREEMENT NO. 2708481 DATED OCTOBER 11, 2023 BETWEEN**  
**BMO HARRIS BANK N.A. ("LESSOR") AND POWIN, LLC ("LESSEE")**

**VENDOR:**

ARNOLD MACHINERY COMPANY  
2975 W 2100 S  
SALT LAKE CITY, UT 84119

**EQUIPMENT LOCATION:**

7524 E WARNER RD, BUILDING 1A  
MESA, AZ 85212

NEW YALE ERP040VT FORKLIFT

SN: G807N18966X



## ACCEPTANCE CERTIFICATE HOLD FOR DELIVERY

**FOR EQUIPMENT SCHEDULE NO: 300-2708481-002**  
**TO COMMERCIAL MASTER LEASE NO: 2708481**  
**DATED: OCTOBER 11, 2023**

**LESSEE: POWIN, LLC**  
**7524 E WARNER RD BLDG. 1A**  
**MESA, AZ 85212**

**PHONE: 503-598-6659**

**SUPPLIER: ARNOLD MACHINERY COMPANY**  
**2975 W 2100 S**  
**SALT LAKE CITY, UT 84119**

**PHONE: 801-972-4000**

**EQUIPMENT: See Exhibit A to Equipment Schedule**  
**EQUIPMENT SCHEDULE LEASE TERMS:**

Lease Term (number of months):	36, plus any extension and renewal periods
Number of Rentals Paid in advance:	0 (First and Last 0)
End of Term:	Purchase Option: Fair Market Value, plus applicable taxes, if any
Monthly Rental Amount:	\$1,070.23, plus applicable taxes, if any

This Acceptance Certificate has been written in plain English. The word "Schedule" refers to the specific Equipment Schedule referenced above which is part of the above referenced Commercial Master Lease Agreement ("Agreement"). The word "Equipment" refers to the personal property leased under the Schedule. The words "you" and "your" refer to the Lessee listed above. The words "we", "us" and "our" refer to the Lessor, BMO Harris Bank N.A.. You agree that an electronically transferred or faxed version of this signed Acceptance Certificate shall be deemed to be of the same force and effect as an original of a manually signed Acceptance Certificate.

You hereby acknowledge the receipt in good condition of all of the Equipment in accordance with the terms and conditions of the Schedule and the Agreement as it relates to the Schedule. You accept this Equipment and agree that we have performed all of our obligations under the Agreement pertaining to this Schedule. You acknowledge that the lease established by this Schedule is NON-CANCELABLE for any reason until all of your obligations under this Agreement have been fulfilled. You acknowledge that you have selected the supplier and the Equipment based on your own judgment and that we have NO RESPONSIBILITY AS TO THE SATISFACTORY PERFORMANCE OR MAINTENANCE of the Equipment. WE MAKE NO WARRANTIES REGARDING THE EQUIPMENT. In reliance upon your execution of this Acceptance Certificate, we will pay the supplier for the Equipment. This Acceptance Certificate cannot be changed except in writing signed by you and us. Your Rentals due under the Schedule shall commence in accordance with the terms of the Schedule.

**LESSEE:**  
**POWIN, LLC**

Upon signing below, you affirm that you are an authorized corporate officer, partner or proprietor of the Lessee.

Signature: \_\_\_\_\_

99E723B265F84F2...

Print Name: SCOTT R BENEDETTI

Title: Sr. Dir, Sales Inv Ops Planning (SIOP)

Acceptance Date: 10/12/2023

*After signing this form, please fax it to Contract Administration at 800-268-1591 to expedite the commencement of your agreement.*

**RETURN PROVISIONS ADDENDUM****TO COMMERCIAL MASTER LEASE AGREEMENT NO. 2708481 DATED OCTOBER 11, 2023 AS RESPECTS EQUIPMENT SCHEDULE NO. 300-2708481-002 ("SCHEDULE") BETWEEN BMO HARRIS BANK N.A. ("LESSOR") AND POWIN, LLC ("LESSEE")**

The Agreement is hereby amended as it respects the Equipment covered by this Schedule by adding the following paragraph 21 to the Commercial Master Lease Agreement:

**20. Further End of Term Provisions.** Not less than 90 days prior to expiration of the term you agree to provide us written notice addressed to 1625 W. Fountainhead Pkwy, AZ-FTN-10C-A, Tempe, AZ 85282 of whether you will exercise your purchase option, if any, or return the Equipment to us. If you do not provide written notice of exercise of any purchase option you have, the option shall lapse except as you and we may subsequently agree. If you do not provide written notice at such time, the Agreement will continue on a month to month basis as contemplated in Section 16.

At the expiration of the original or extended term, as appropriate, where a purchase option has not been exercised, you will return all the Equipment to us at a location we specify on notice to you. The Equipment must be delivered to us in the same condition and repair as at the commencement of the term hereof, reasonable wear and tear accepted, and subject to the following further understandings:

**(II) End of Term:** If any item of Equipment has been operated in excess of the annual maximum of 1,500 hours a year you will pay us the following excess hours charges:

- a. \$3.50 per excess hour for each unit;
- b. You will immediately notify Lessor if the Hour Meter becomes inoperative for any reason. You will promptly cause the Hour Meter or gauges or indicators to be properly repaired.
- c. Any tampering, intentional damage or destruction of Hour Meter, or gauges or indicators or items required for their proper operation shall be an Event of Default and you will indemnify Lessor for any loss of its tax benefits under paragraph 10.

**(III) Return:** Lessee commits to returning Equipment to Lessor, under the following conditions.

- a. Equipment must function normally, and be capable of undertaking the operations that it was made for while under full load in both forward and reverse, and must have been serviced as to the specifications of the Manufacturer.
- b. In addition to the terms and conditions of the Agreement all lift truck Equipment must be returned with all major components, including forks, attachments, load back rests, overhead guards, and sheet metal as when delivered. In addition, electric lift trucks will be required to be returned with batteries and chargers that were part of the Agreement. The Equipment must be returned without any structural damage, dented excessive rust or corrosion or missing any parts. All damage whether accidental, intentional or due to incorrect use will have to be repaired to the Manufacturer's specifications before the Equipment is returned. All lights will be undamaged and operational. The interior of the cab including the instrument panel and other accessories shall be undamaged.
- c. The engine must work to the specifications of the engine manufacturer. The engine should have no oil or water leaks or excessive smoke from the exhaust. No water should be present in the hydraulic system, the engine oil, or the transmission. Transmission and clutch will work properly without sticking or slippage. The cooling system will be capable of keeping Equipment within the correct operating temperature range. There shall be no leaks, holes or obstruction. It shall be properly filled with coolant recommended by the Manufacturer.
- d. Brakes must function normally and capable of stopping the Equipment within a safe distance per Manufacturer's specifications. Brake linings shall be at least 50% and show no signs of leakage.
- e. For electric equipment, the batteries shall be charged, operational and capable of functioning. There shall be no leaks or cracks and batteries should be filled to correct fluid levels. All cells should be functional and capable of maintaining the required charge.
- f. The hydraulic system including the cylinders, motor, pumps, hoses, and pipes should be functioning correctly and show no signs of leakage, cracks, corrosion, scratches or warping and should work correctly under the pressure to the Manufacturer's specification.
- g. All accessories and attachments must function normally. Wear parts will show a maximum of 60% wear.
- h. The tires should not have more than 50% wear and should be of the same width, tread, size and characteristics as the original tires.
- i. Equipment will be returned with all the components, accessories, attachments, parts, and pieces that were provided when delivered.

Executed as of the date of our execution of the Schedule.

**LESSOR:**  
**BMO HARRIS BANK N.A.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**  
**POWIN, LLC**

DocuSigned by:

Signature: SCOTT R BENEDETTI  
99E723B265F84F2...

Print Name: SCOTT R BENEDETTI

Title: Sr. Dir, Sales Inv Ops Planning (SIOP)

Date: 10/12/2023



## INSURANCE NOTIFICATION

**PLEASE SEND TO YOUR INSURANCE AGENT**

**LESSEE: POWIN, LLC**  
**7524 E WARNER RD BLDG. 1A**  
**MESA, AZ 85212**

In regards to Agreement # **2708481**, please provide evidence of insurance coverage including the following information:

Equipment Description:

NEW YALE ERP040VT FORKLIFT SN: \_\_\_\_\_

Physical Damage with minimum coverage of not less than the total cost of the equipment and Special Form/All Risk coverage including Theft is required.

Public liability insurance of not less than \$500,000.00 per occurrence is required.

BMO Harris Bank N.A. must be named **LOSS PAYEE** and **ADDITIONAL INSURED** in regards to the equipment on Agreement Number 2708481. Its Successors and/or Assigns (ISAOA) must be included within the Loss Payable Clause.

**Please send evidence of coverage, including the Agreement Number, to:**

Assurant Insurance Service Center  
Email: [insprocessing@assurant.com](mailto:insprocessing@assurant.com)  
Fax: 305-964-2897  
Phone: 888-260-7724

Lessee:

POWIN, LLC

DocuSigned by:

Signature: \_\_\_\_\_

*SCOTT R BENEDETTI*

99E723B265F84F2...

Print Name: SCOTT R BENEDETTI

Title: Sr. Dir, Sales Inv Ops Planning (SIOP)

Date: 10/12/2023



Pre-Authorized Debit Plan

PAYEE
BMO HARRIS BANK N.A. 1625 W. FOUNTAINHEAD PKWY, AZ-FTN-10C-A TEMPE, AZ 85282

BANK
BMO BANK N.A. 1625 WEST FOUNTAINHEAD PKWY. TEMPE, AZ 85282

Authorization of the Account Holders to the Above-noted Payee to Direct Debit an Account.

ACCOUNT HOLDER		FINANCIAL INSTITUTION		
Full Name of Lessee / Purchaser (Business Entity) Legal:		Bank Account #:	ABA #:	
POWIN, LLC				
d/b/a/ if any:		Financial Institution / Branch Number:		
Mailing Address:		Address		
20550 SW 115TH AVE				
TUALATIN, OR 97062		City:	State:	Zip Code:

We, as the account holders, authorize the Payee and the above-noted Financial Institution to debit our account at the above indicated branch of the Financial Institution, under terms and conditions agreed to by us with the Payee until such time as written notice to the contrary is given by us to the Payee.

The branch of the Financial Institution at which we maintain the account is not required to verify that the payments are drawn in accordance with this authorization.

**A debit, in paper, electronic or other form may be drawn on our account for payment as stated by the terms of contract agreement #300-2708481-002, insurance fees (if applicable), and all applicable taxes and fees, on either the 1st, 15th or 25th day of the month due pursuant to the commencement date of the contract agreement, until all of our obligations under said contract are paid in full.**

We will notify the Payee in writing of any changes in the account information or termination of this authorization prior to the next due date of the pre-authorized debit. We understand a standard fee will be charged for debits returned for non-sufficient funds.

Items charged will be reimbursed subject to notification by us to the branch of account within 90 days under any of the following conditions:

- (a) We never provided the authorization to the Payee.
- (b) The pre-authorized debit was not drawn in accordance with this authorization.
- (c) Our authorization was revoked.
- (d) The debit was posted to the wrong account due to invalid/incorrect account information supplied by the Payee.

We understand that a written notice to this effect must be given to our Financial Institution and to the Payee.

We acknowledge that delivery of this authorization to the Payee constitutes delivery by us to the above noted Financial Institution.

Please attach a voided check.

Name of Authorized Account Signing Officer	Signature	Title	Date

# iLien Cover Page

Date Printed: 10/13/2023

Debtor:

POWIN, LLC  
7524 E Warner Rd Bldg. 1A  
MESA, AZ 85212

Cost center: 10566 - MATERIAL HANDLING

Contract #: 300-2708481-001

Agreement #: 2708481

CP Equip ID:

No Data:

No Data:

No Data:

Law firm Bill code:

iLien File #: 89217286

Order Confirmation #: 95524256

UserID: 325452

UserName: TAURA LANCASTER

Number of Collateral Pages Attached: 0

Transaction Type: Original

Jurisdiction: DE, Secretary of State

## State of Delaware - Division of Corporations UNIFORM COMMERCIAL CODE FILING SHEET

Priority 1  
(Two HR. Service)

Priority 2  
(Same Day)

Priority 3  
(24 Hour)

Priority 6  
(Reg. Work)

FILE DATE \_\_\_\_\_  
FILE TIME \_\_\_\_\_

<b>FOR UCC FILING ONLY</b>		<b>METHOD of RETURN</b>
BASE FEE	\$ _____	<input type="checkbox"/> MESSENGER/PICKUP <input type="checkbox"/> FED. EXPRESS Acct# _____ <input type="checkbox"/> REGULAR MAIL  <input type="checkbox"/> OTHER _____
SPECIAL SERVICE FEE	\$ _____	
CHECK #	\$ _____	
TOTAL \$ _____		
		<b>COMMENTS/FILING INSTRUCTIONS</b>

CREDIT CARD CHARGES	
<p>You have my authorization to charge my credit card for this service:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>_____ - _____ - _____</p> </div> <div style="width: 35%;"> <p>Exp. Date _____</p> </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Signature _____</p> </div> <div style="width: 50%;"> <p>Printed Name _____</p> </div> </div>	

	<ol style="list-style-type: none"><li>1. Full shade in the required Priority square using a dark pencil or marker, staying within the square.</li><li>2. Each Request must be submitted as a separate item, with its own Filing sheet as the FIRST PAGE.</li></ol>
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# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 11173 - TRINITY, A	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	95524256  DEDE
File with: Secretary of State, DE <b>SEE BELOW FOR SECURED PARTY CONTACT INFORMATION</b>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME POWIN, LLC					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 7524 E Warner Rd Bldg. 1A		CITY MESA	STATE AZ	POSTAL CODE 85212	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME BMO Bank N.A.					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1625 W. Fountainhead, AZ-FTN-10C-A		CITY Tempe	STATE AZ	POSTAL CODE 85282	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

NEW HYSTER J90XN FORKLIFT SN:

and all related equipment leases or financed from BMO Bank N.A. including, but not limited to those items and proceeds thereof, set forth in the agreement listed below and in any and all subsequent addendums and schedules to the agreement. Agreement # 2708481.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

95524256

10566 - MATERIAL HANDLING

300-2708481-001

# iLien Cover Page

Date Printed: 10/13/2023

Debtor:

POWIN, LLC  
7524 E Warner Rd Bldg. 1A  
MESA, AZ 85212

Cost center: 10566 - MATERIAL HANDLING

Contract #: 300-2708481-002

Agreement #: 2708481

CP Equip ID:

No Data:

No Data:

No Data:

Law firm Bill code:

iLien File #: 89217430

Order Confirmation #: 95524569

UserID: 325452

UserName: TAURA LANCASTER

Number of Collateral Pages Attached: 0

Transaction Type: Original

Jurisdiction: DE, Secretary of State

# State of Delaware - Division of Corporations

## UNIFORM COMMERCIAL CODE FILING SHEET

Priority 1  
(Two HR. Service)

Priority 2  
(Same Day)

Priority 3  
(24 Hour)

Priority 6  
(Reg. Work)

FILE DATE \_\_\_\_\_  
FILE TIME \_\_\_\_\_

FOR UCC FILING ONLY		METHOD of RETURN
BASE FEE	\$ _____	<input type="checkbox"/> MESSENGER/PICKUP <input type="checkbox"/> FED. EXPRESS Acct# _____ <input type="checkbox"/> REGULAR MAIL <input type="checkbox"/> OTHER _____
SPECIAL SERVICE FEE	\$ _____	
CHECK #	\$ _____	
TOTAL \$	_____	
		COMMENTS/FILING INSTRUCTIONS

CREDIT CARD CHARGES	
<p>You have my authorization to charge my credit card for this service:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>_____ - _____ - _____</p> </div> <div style="width: 35%;"> <p>Exp. Date _____</p> </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Signature _____</p> </div> <div style="width: 50%;"> <p>Printed Name _____</p> </div> </div>	

	<p>1. Full shade in the required Priority square using a dark pencil or marker, staying within the square.</p> <p>2. Each Request must be submitted as a separate item, with its own Filing sheet as the FIRST PAGE.</p>
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# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 11173 - TRINITY, A	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	95524569  DEDE
File with: Secretary of State, DE <b>SEE BELOW FOR SECURED PARTY CONTACT INFORMATION</b>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME POWIN, LLC					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 7524 E Warner Rd Bldg. 1A		CITY MESA	STATE AZ	POSTAL CODE 85212	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME BMO Bank N.A.					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1625 W. Fountainhead Pkwy, AZ-FTN-10C-A, AZ-FTN-10C-A		CITY Tempe	STATE AZ	POSTAL CODE 85282	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

NEW YALE ERP040VT FORKLIFT SN:

and all related equipment leases or financed from BMO Bank N.A. including, but not limited to those items and proceeds thereof, set forth in the agreement listed below and in any and all subsequent addendums and schedules to the agreement. Agreement # 2708481.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

95524569

10566 - MATERIAL HANDLING

300-2708481-002

ARNOLD MACH CO — MH 66 LAVEEN  
3000 SOUTH 44TH STREET  
PHOENIX, AZ 85040  
PHONE: 602-237-3755  
FAX: 602-237-4659

Customer 517372                      \*\*      \*\*— INVOICE \*\*                      Document E3W333                      Page 1

Sold To: BMO BANK N.A ATTN ACCOUNTS PAYABLE 1625 W FOUNTAINHEAD PKWY TEMPE AZ 85282	Ship To:  POWIN LLC 7524 E WARNER RD BLG 1A MESA AZ 85212
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Date	Customer P.O.	Br Ship Date	Salesman
12/14/23	JANICE MAHN	066 12/21/23	BRADEN FITZGERALD

Terms	NET 10 DAYS	FOB PHOENIX BRANCH 066			NET 10 DAYS
				503-598-6659	
Qty		Description			Each Amount
1	HY J90XN	A970B04440X	200061163	98,893.18	98,893.18
	NEW HYSTER FORKLIFT				
1	.				
	NON-TAXABLE OTHER				
	ON FILE				

Total	98,893.18
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