

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?	<u>BHER Ravenswood Solar 1, LLC</u> 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? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>See summary page</u> Contact phone <u>515-360-8949</u> Contact email <u>See summary page</u>	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____ (see summary page for notice party information) Uniform claim identifier (if you use one): _____
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 checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: __ __ __ __
7. How much is the claim?	\$ <u>103,094,805.42</u> Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" 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</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <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 type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ 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.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input 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 type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Identify the property: <u>See attached</u>



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 09/26/2025
MM / DD / YYYY

/s/Robert D. Garman
Signature

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

Name Robert D. Garman
First name Middle name Last name

Title VP and Assistant General Counsel

Company Solar Star 3, LLC
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

Debtor: 25-16137 - Powin, LLC District: District of New Jersey, Trenton Division				
Creditor: BHER Ravenswood Solar 1, LLC Robert D. Garman, VP and Assistant General Counsel Solar Star 3, LLC 4124 NW Urbandale Drive Urbandale, IA, 50322 United States Phone: 515-360-8949 Phone 2: Fax: Email: robert.garman@bherenewables.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:			
	Has Related Claim: No Related Claim Filed By:			
	Filing Party: Authorized agent			
Disbursement/Notice Parties: <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"> Daniel J. Harris, Esq. Cole Schotz P.C. 25 Main Street, Court Plaza North Hackensack, New Jersey, 07601 Phone: Phone 2: Fax: E-mail: dharris@coleschotz.com </td> <td style="width: 50%;"> Jeffrey C. Krause, Esq. Gibson, Dunn Crutcher LLP 333 South Grand Avenue Los Angeles, California, 90071 3197 Phone: Phone 2: Fax: E-mail: jkrause@gibsondunn.com </td> </tr> </table>			Daniel J. Harris, Esq. Cole Schotz P.C. 25 Main Street, Court Plaza North Hackensack, New Jersey, 07601 Phone: Phone 2: Fax: E-mail: dharris@coleschotz.com	Jeffrey C. Krause, Esq. Gibson, Dunn Crutcher LLP 333 South Grand Avenue Los Angeles, California, 90071 3197 Phone: Phone 2: Fax: E-mail: jkrause@gibsondunn.com
Daniel J. Harris, Esq. Cole Schotz P.C. 25 Main Street, Court Plaza North Hackensack, New Jersey, 07601 Phone: Phone 2: Fax: E-mail: dharris@coleschotz.com	Jeffrey C. Krause, Esq. Gibson, Dunn Crutcher LLP 333 South Grand Avenue Los Angeles, California, 90071 3197 Phone: Phone 2: Fax: E-mail: jkrause@gibsondunn.com			
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No			
Basis of Claim: Contract	Last 4 Digits: No	Uniform Claim Identifier:		
Total Amount of Claim: 103,094,805.42	Includes Interest or Charges: Yes			
Has Priority Claim: No	Priority Under:			
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: Yes, See attached	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:			
Submitted By: Robert D. Garman on 26-Sep-2025 2:10:09 p.m. Pacific Time Title: VP and Assistant General Counsel Company: Solar Star 3, LLC				

United States Bankruptcy Court for the District of New Jersey

Indicate Debtor against which you assert a claim by checking the appropriate box below. **(Check only one Debtor per claim form.)**

- | | | |
|--|---|---|
| <input type="checkbox"/> Powin Project LLC (Case No. 25-16136) | <input type="checkbox"/> Charger Holdings, LLC (Case No. 25-16140) | <input type="checkbox"/> PEOS Holdings, LLC (Case No. 25-16144) |
| <input checked="" type="checkbox"/> Powin, LLC (Case No. 25-16137) | <input type="checkbox"/> Powin Energy Ontario Storage, LLC (Case No. 25-16141) | <input type="checkbox"/> Powin Energy Storage 2, Inc. (Case No. 25-16558) |
| <input type="checkbox"/> Powin China Holdings 1, LLC (Case No. 25-16138) | <input type="checkbox"/> Powin Energy Operating Holdings, LLC (Case No. 25-16142) | <input type="checkbox"/> Powin Energy Ontario Storage II LP (Case No. 25-16559) |
| <input type="checkbox"/> Powin China Holdings 2, LLC (Case No. 25-16139) | <input type="checkbox"/> Powin Energy Operating, LLC (Case No. 25-16143) | <input type="checkbox"/> Powin Canada B.C. Ltd (Case No. 25-16560) |

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. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

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.

Part 1: Identify the Claim

1. Who is the current creditor?	BHER Ravenswood Solar 1, LLC Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor <u>N/A</u>	
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?	Where should notices to the creditor be sent? See attachment for contact details Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____ Country _____ Contact phone _____ Contact email _____ Uniform claim identifier (if you use one): _____	Where should payments to the creditor be sent? (if different) Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____ Country _____ 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 <u>MM / DD / YYYY</u>	
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?



No



Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____

7. How much is the claim?

\$ 103,094,805.42

Does this amount include interest or other charges?



No



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.

See attachment for explanation

9. Is all or part of the claim secured?



No



Yes. The claim is secured by a lien on property.

Nature of property:



Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.



Motor vehicle



Other. Describe: _____

Basis for perfection: _____

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.)

Value of property:

\$ _____

Amount of the claim that is secured:

\$ _____

Amount of the claim that is unsecured:

\$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition:

\$ _____

Annual Interest Rate (when case was filed) _____%



Fixed



Variable

10. Is this claim based on a lease?



No



Yes. Amount necessary to cure any default as of the date of the petition.

\$ _____

11. Is this claim subject to a right of setoff?



No



Yes. Identify the property: See attachment

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:

Amount entitled to priority

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

\$ _____

☐ 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).

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☐ 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).

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☐ 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

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

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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 09/26/2025
MM / DD / YYYY



Signature

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

Name Robert D. Garman
First name Middle name Last name

Title VP & Assistant General Counsel

Company Solar Star 3, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 4124 NW Urbandale Drive
Number Street

Urbandale, IA 50322 USA
City State ZIP Code Country

Contact phone 515-360-8949 Email robert.garman@bherenewables.com

ATTACHMENT TO PROOF OF CLAIM FILED BY
BHER RAVENSWOOD SOLAR 1, LLC

1. BHER Ravenswood Solar 1, LLC (“**BHER**” or “**Buyer**”) submits this attachment (the “**Attachment**”) to its proof of claim (together with the Attachment, the “**Proof of Claim**”) filed against Powin, LLC and the affiliated debtors (“**Powin**” and, together with affiliated debtors, the “**Debtors**”).

2. On June 9, 2025, and June 10, 2025, (the “**Petition Date**”), the Debtors filed petitions under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of New Jersey (the “**Bankruptcy Court**”).

3. BHER entered into a Master Supply Agreement with Powin dated July 12, 2024 (“MSA”), and three Energy Supply Agreements with Powin each dated July 12, 2024 (each an “ESA” and collectively, the “**Purchase Agreements**”). The Purchase Agreements, change orders, amendments and ancillary agreements (collectively, the “**Contracts**”) are listed on Exhibit 1 attached hereto and incorporated herein by this reference.¹

4. Under the Contracts, BHER agreed, *inter alia*, to purchase certain goods (the “**BHER Goods**”) from Powin and to pay to Powin the purchase price for the BHER Goods, including significant prepayments. Section 8(b)(ii) of the Purchase Agreements states that “[t]he Contract Price expressly includes all costs associated with: (A) Manufacturing, handling, and packaging the ESS Equipment; (B) Import Duties; ... [and] (D) Delivery of the ESS Equipment DDP to the Delivery Location” Purchase Agreement, § (8)(b)(ii)). Under Section 9(f) of the Purchase Agreement, Powin was “responsible for delivery of the ESS Equipment to the Delivery Location via common carrier(s)” *Id.*, § 9(f). Under Section 11(b)(ii) of the Purchase

¹ The Debtors are in possession of all agreements between Powin and BHER referenced in the Proof of Claim. Because these agreements are voluminous and contain confidential and proprietary business information, BHER will not reattach them here, but will provide them to the Debtors if the Debtors so request.

Agreement, Powin warranted that “title to the ESS Equipment is free of any liens, claims, interests or rights of others that may be created by or through [Powin], subject to [Powin]’s and Subcontractors’ rights to retain a lien or security interest in such ESS Equipment until payment has been received in full in accordance with Section 8. Id., § 11(b)(ii). In the event of any defect in title, [Powin] shall immediately, upon the request of Buyer, at [Powin]’s sole cost and expense, remove any defect, claim or encumbrance on the title to the ESS Equipment.”

5. Under the Purchase Agreements, Powin was responsible to pay any amounts owing to Mainfreight Distribution Pty Ltd (collectively with its parent, subsidiary, or any other affiliate entities, “**Mainfreight**”), a shipping and logistics provider for the Debtors, that might be secured by the goods being acquired by BHER.

6. On June 8, 2025, BHER and Powin entered into the change order to the group 1 ESA (the “**Change Order**”), which includes the following provisions that were intended to protect BHER, compensate Powin for the increased tariffs on the BHER Goods, allow BHER to pay the net balance due to Powin, and provide for payment of Mainfreight’s claim for the cost of delivering the BHER Goods:

1. Contract Price Adjustment.

The Contract Price shall be increased by \$4,763,310.00 due to the Tariff Increases applicable to the Energy Segments (“Tariff Amount”).

The Contract Price shall be decreased by \$2,900,000 for Buyer’s direct payment of Transport Costs to Mainfreight (“Transport Costs”).

The final Delivery Milestone Payment paid to Powin will be \$3,162,613.87.

...

2. Payment.

Buyer shall pay the full Tariff Amount (\$4,763,310.00) owing to the United States Customs and Border Patrol (“USCBP”) to the USCBP account or Powin USCBP bond provider account for the Imported Equipment and as directed in writing by Powin promptly after Powin provides such direction.

Buyer shall pay the Transport Costs directly to Mainfreight in accordance with an agreement to be entered into between Buyer and Mainfreight and arrange for transport of the Imported Equipment from the Delivery Location (as amended by Section 3 below) to the Buyer’s Project Site.

Buyer shall pay the Delivery Milestone Payment (\$3,162,613.87) to Powin promptly after the execution of this Change Order notwithstanding any other provision of the Contract.

...

4. Mainfreight Costs. Buyer agrees to pay to Mainfreight outstanding amounts owed by Powin in respect of the Imported Equipment in the amount of \$2,900,000 upon transport of the Imported Equipment from the Delivery Location to Buyer’s Project Site in accordance with an agreement between Mainfreight and Buyer.

The \$2,900,000.00 amount to be paid to Mainfreight was provided by Powin and BHER relied on this information in entering into the Change Order and paying the Debtors \$3,162,613.87. BHER entered into the Purchase Agreement and Change Order based on Powin’s agreement to promptly convey to BHER free and clear title to the BHER Goods.

7. Pursuant to the Change Order, BHER agreed to pay the debtors \$3,162,613.87 and to pay \$2,900,000 to Mainfreight and \$4,763,310 for tariffs to obtain unencumbered title to the BHER Goods.

8. After the Change Order was executed, Mainfreight refused to deliver the BHER Goods to BHER. Mainfreight asserted that the BHER Goods were subject to Mainfreight's lien that secured all past due payments owed by Powin to Mainfreight. Mainfreight argued that BHER was required to pay not the \$2,900,000.00 in costs related to the transportation of the BHER Goods, but more than \$13,000,000.00, most of which related to obligations of Powin or other Powin customers that had no relationship to the costs of shipping or storing the BHER Goods.

9. Mainfreight and BHER have been engaged in good faith negotiations to try to resolve the question of what BHER is required to pay to Mainfreight in exchange for the release of Mainfreight's lien on the BHER Goods and have reached an agreement in principle for BHER to pay \$9,000,000 to Mainfreight.

10. Powin breached the Change Order by failing to convey to BHER the BHER Goods free and clear of all liens. Because of Powin's breach, BHER will be forced to pay Mainfreight to receive the BHER Goods an amount in excess of the amount it contracted with Powin to pay pursuant to the Change Order. Thus, BHER suffered damages as a direct and proximate result of Powin's breach of the Change Order.

11. Further, Powin has rejected the Contracts and as a result of that rejection BHER has not received certain of the goods and services that it contracted to receive from Powin pursuant to the Contracts and for which BHER has made prepayments. BHER's best estimate of the damages suffered by BHER as a direct and proximate result of Powin's breach of the Contracts is set forth on the Annex hereto. To protect its rights after the Debtors' breach and rejection of the Contracts, BHER has also incurred attorney's fees arising from the Debtors' breaches and rejection of the Contracts. BHER is entitled to recover reasonable attorney's fees under the Contracts.

12. Based on the foregoing, BHER asserts a claim against Powin for \$103,094,805.42, a break out of which is set forth on the Annex hereto.

13. BHER expressly reserves its right to assert additional breach of contract damages against Powin for the delay in receiving the BHER Goods. BHER also expressly reserves its rights under 365(n) with respect to the intellectual property licensed by Powin, as licensor, to BHER, as licensee, pursuant to the Contracts.

14. In filing this Proof of Claim, BHER expressly preserves (i) all rights to any and all liens arising by statute, under common-law, at equity, or otherwise, as and to the extent applicable, (ii) all rights, including any rights of setoff, any rights of recoupment, any netting rights, and/or any similar rights under any applicable statute or contract, or under common-law or at equity, and any rights that are unmatured or that may be contingent, unliquidated, or unknown, and (iii) all other rights and causes of action, including, without limitation, other contingent or unliquidated rights BHER may have against the Debtors.

15. Furthermore, BHER expressly reserves all rights to amend, clarify, modify and/or supplement the Proof of Claim at any time and for any reason, in any respect, including, without limitation to: (i) add or amend documents and other information or to describe further the claims asserted herein; (ii) file proofs of claim that may be duplicative in respect of the relevant and applicable documents or any other indebtedness, obligations, or liability of the Debtors to BHER; (iii) assert a further priority, security interest, or similar right with respect to the claims asserted herein; (iv) file an amended proof of claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein; (v) file additional proofs of claim for additional claims, including, without limitation, contract claims for Powin's failure to timely deliver the BHER

Goods and claims pursuant to 365(n) for Powin's failure to provide intellectual property licensed by Powin to BHER; or (vi) file additional proofs of claim or requests for payment with respect to any other indebtedness, liability or obligations whatsoever of the Debtors to BHER..

16. In executing and filing this Proof of Claim, BHER does not submit itself to the jurisdiction of the Bankruptcy Court for any purpose other than with respect to this Proof of Claim against the Debtors and does not waive or release: (i) its rights, claims, defenses, and remedies, whether under applicable law, the relevant and applicable documents, or otherwise, against the Debtors or any other person or entity that may be liable for all or part of the claims set forth herein, whether an affiliate or subsidiary of the Debtors, an assignee, guarantor, or otherwise, including any rights BHER may have with respect to any property held by the Debtors or any other entity in an actual, constructive, or other trust or similar relationship for the benefit of BHER; (ii) any obligation owed to BHER; (iii) any past, present, or future defaults (or events of default) by the Debtors or others in connection with the relevant and applicable documents or otherwise; or (iv) any right to the subordination, in favor of BHER, of indebtedness or liens held by other creditors of the Debtors.

17. Nothing contained in the Proof of Claim nor subsequent appearance, pleading, claim or suit is intended to be: (i) a waiver, modification or release of BHER's rights against the Debtors or any other person, entity or property; (ii) a consent to a jury trial in the Bankruptcy Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy or proceeding related hereto pursuant to 28 U.S.C. § 157(e) or otherwise; (iii) an election of remedies or limitation of rights or remedies; or (iv) an admission that any property received by BHER under the relevant and applicable documents or held by the Debtors or other entity constitutes property of any Debtor.

18. Nothing contained in the Proof of Claim nor subsequent appearance, pleading, claim, or suit is intended to be a waiver or release of BHER's right: (i) to have final orders in core matters in which the Bankruptcy Court does not have authority under the United States Constitution to enter final orders entered only after *de novo* review by a district court judge; (ii) to have final orders in non-core matters entered only after *de novo* review by a district court judge; (iii) to a jury trial in any proceeding so triable herein or, in any case, any controversy or proceeding related hereto, notwithstanding any designation of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial is pursuant to statute or the United States Constitution; (iv) to seek to have the reference withdrawn in any matter subject to mandatory or discretionary withdrawal, or otherwise to challenge the jurisdiction of the Bankruptcy Court, with respect to the subject matter of this Proof of Claim, any objection hereto, or any other proceeding commenced in this case against or otherwise involving BHER, or to assert that the reference has already been withdrawn with respect to the subject matter of this Proof of Claim, any objection hereto, or any other proceeding commenced in this case against or otherwise involving BHER; or (v) to any ownership, lien, or other property rights, any rights to setoff, recoupment, or counterclaim, or any other right, rights of action, causes of action, claims, or defenses, whether existing now or hereinafter arising to which BHER is or may be entitled under agreements, documents, or instruments, in law or equity, against the Debtors or any other person or persons (including any affiliate of the Debtors).

19. Nothing herein shall be deemed to waive, estop or derogate from any rights of BHER, including, without limitation, BHER's rights under the Contracts, or otherwise. The Proof of Claim also is without prejudice to any and all of BHER's rights, claims, and defenses in conjunction with the relevant and applicable documents, the Bankruptcy Code, and otherwise,

including, but not limited to the right to vote on any plan of adjustment in the Debtors' chapter 11 case.

20. BHER expressly reserves all procedural and substantive rights, claims, and defenses with respect to any claim that has been or may be asserted against BHER by the Debtors, any trustee, any other party in interest in the chapter 11 case, or any other person or entity whatsoever.

21. BHER reserves all setoff, recoupment, netting, and similar rights under any applicable contract, or statute, or under common-law or at equity.

22. BHER reserves all of its rights to claim that any portion of this Proof of Claim or any other claim that BHER may assert against the Debtors must be paid in full under sections 503 or 507 of the Bankruptcy Code or otherwise as an administrative expense.

23. All communications in connection with this Proof of Claim should be sent to:

Cole Schotz P.C.
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
Attention: Daniel J. Harris
Email: dharris@coleschotz.com

and

Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, CA 90071-3197
Attention: Jeffrey C. Krause
Email: jkrause@gibsondunn.com

ANNEX

Claim Detail

Description	Ravenswood Solar 1	Group 1 ESA	Group 2 ESA	Group 3 ESA	Amount (USD)
Powin LLC, Contracted Total (as amended)	\$ -	\$ 32,117,857.68	\$ 31,496,183.44	\$ 15,286,595.07	\$ 78,900,636.19
Powin LLC, Net of Total Payments Made to Date	\$ -	\$ (24,121,936.07)	\$ (19,335,494.85)	\$ (7,100,005.69)	\$ (50,557,436.61)
Subtotal (Contract Balance Outstanding)	\$ -	\$ 7,995,921.61	\$ 12,160,688.59	\$ 8,186,589.38	\$ 28,343,199.58
Payable to Others CO 02 -					
- USCBP or Powin Bond Provider	\$ -	\$ (4,763,310.00)	\$ -	\$ -	\$ (4,763,310.00)
- Mainfreight Transport Costs	\$ -	\$ (2,900,000.00)	\$ -	\$ -	\$ (2,900,000.00)
Subtotal (Payable to Others)	\$ -	\$ (7,663,310.00)	\$ -	\$ -	\$ (7,663,310.00)
TOTAL Contract Balance at Default (Contract Balance Outstanding + Amounts Payable to Others)	\$ -	\$ (332,611.61)	\$ 12,160,688.59	\$ 8,186,589.38	\$ 20,679,889.58
Agreements, Vendor Replacement Total	\$ -	\$ 9,682,204.50	\$ 58,473,235.12	\$ 28,800,250.14	\$ 96,955,689.76
Powin LLC, Reliance Damages	\$ -	\$ -	\$ 19,335,494.85	\$ 7,100,005.69	\$ 26,435,500.54
Direct Fees - Legal	\$ 383,504.70	\$ -	\$ -	\$ -	\$ 383,504.70
Subtotal (Damages)	\$ 383,504.70	\$ 9,682,204.50	\$ 77,808,729.97	\$ 35,900,255.83	\$ 123,774,695.00
GRAND TOTAL (Net of Damages less Contract Balance at Default)	\$ 383,504.70	\$ 9,349,592.89	\$ 65,648,041.38	\$ 27,713,666.45	\$ 103,094,805.42

EXHIBIT 1

1. Master Supply Agreement between BHER Ravenswood Solar 1, LLC, as Buyer, and Powin, LLC, as Supplier, dated July 12, 2024
2. Energy Supply Agreement (Group 1) between BHER Ravenswood Solar 1, LLC, as Buyer, and Powin, LLC, as Supplier, dated July 12, 2024
3. Energy Supply Agreement (Group 2) between BHER Ravenswood Solar 1, LLC, as Buyer, and Powin, LLC, as Supplier, dated July 12, 2024
4. Energy Supply Agreement (Group 3) between BHER Ravenswood Solar 1, LLC, as Buyer, and Powin, LLC, as Supplier, dated July 12, 2024
5. Change Order #1, between BHER Ravenswood Solar 1, LLC, as Buyer, and Powin, LLC, as Supplier, dated May 23, 2025
6. Change Order #2, between BHER Ravenswood Solar 1, LLC, as Buyer, and Powin, LLC, as Supplier, dated June 8, 2025